

Amended 07/04/2022



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, July 07, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

Pursuant to section 551.127, Texas Government Code, one or more council members, consultants, or employees may attend this meeting remotely using videoconferencing technology.

View live stream: www.cityofcorinth.com/remotesession

A. NOTICE IS HEREBY GIVEN of a Workshop and Regular Session of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Receive a report and hold a discussion on the 2022 Personnel Policy Manual.
2. Receive a report, hold a discussion and give staff direction on the 2023 proposed budget for the Denton Central Appraisal District.
3. Receive a report and hold a discussion on the Public Works Department overview.
4. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

D. ADJOURN WORKSHOP

E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

F. CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

G. CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the June 2, 2022, City Council Meeting.
2. Consider and act on minutes from the June 13, 2022, City Council Meeting.
3. Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.

- [4.](#) Consider and act an Interlocal Agreement between the City of Corinth and the Denton Independent School District (DISD) to provide a school resource officer at Crownover Middle School in Denton; and authorizing the Mayor to execute necessary documents.
- [5.](#) Consider and act an Interlocal Agreement between the City of Corinth and the Denton Independent School District (DISD) to provide a school resource officer at Bettye Myers Middle School in Denton; and authorizing the Mayor to execute necessary documents.
- [6.](#) Consider and act an Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District (LDISD) to provide a school resource officer at Lake Dallas High School in Corinth; and authorizing the Mayor to execute necessary documents.
- [7.](#) Consider and act on an Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District (LDISD) to provide bus services for the Corinth Police Department's CSI Camp and Youth Mini-Academy.
- [8.](#) Consider and act on an extension of the Delinquent Tax Collections Agreement with Sawko & Burroughs Attorneys at Law.
- [9.](#) Consider and act on the purchase and installation of 11 security cameras from DAC to remotely monitor the Lake Sharon Pump Station, utilizing ARPA funds, in an amount not to exceed \$74,980, and authorizing the Interim City Manager to execute the necessary documents.

H. BUSINESS AGENDA

- [10.](#) Consider and act on an ordinance, altering the speed limits on I-35E main lanes to 70 miles per hour (mph) within the City of Corinth; authorizing the Texas Department of Transportation (TxDOT) to cause the erection of signs providing notice of the new speed limits; providing a penalty for violation; providing for publication; and providing an effective date.
- [11.](#) Consider approval of a Contract Amendment with Byrne Construction for Construction Manager at Risk Services to accept the Guaranteed Maximum Price for the construction of the Commons at Agora and authorize the Interim City Manager to execute any necessary documents.
- [12.](#) Consider approval and award of the Agora Transit Oriented Development Streets project for construction of the streets and park civil infrastructure and authorize the Interim City Manager to execute any necessary documents.
- [13.](#) Consider and act on a Resolution adopting pay schedules for Public Works, Police, and Fire, approving a compensation plan for its employees; and providing for an effective date.
- [14.](#) Consider and act on an Ordinance of the City of Corinth, adopting the 2022 Personnel Policy Manual as the Personnel Policy of the City of Corinth, repealing all conflicting ordinances and prior versions of the personnel policy manual, and providing a severability clause and an effective date.

I. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

J. CLOSED SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. New employment statute and complaints.
- c. Broadband.

Section 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.

- a. City Manager

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

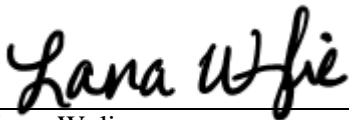
- a. Project Agora.

K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS

L. ADJOURN

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 4th day of July 2022, at 11:30 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Policy Personnel Policy Manual
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Receive a report and hold a discussion on the 2022 Personnel Policy Manual.

Item Summary/Background/Prior Action

The City of Corinth Personnel Policy Manual was originally adopted by City Council in 2001. The City Council approved revisions to specific sections in 2009, 2012, and 2013. In 2016 a revised Personnel Policy Manual was adopted and later amended in 2020.

It is necessary to conduct regular reviews of the personnel policy to ensure that sections in the policy are not outdated, that they are compliant with new laws and regulations, that they are consistent and effective and that they are up to date with regulations, technology, and industry best practices.

After a review by the management team, staff is recommending the following changes.

- Clarify and update policy language regarding nepotism, promotional qualifications, absences due to inclement weather, work hours and overtime, drug free policy, certification pay, and separation pay.
- Increase tuition reimbursement to encourage employees to further their advanced education.
- Allow telecommuting as a viable, flexible work option.
- Increase certification pay for Police and Fire employees on the Police and Fire Pay Schedules (steps).
- Adjust vacation leave for new hires and implementing a vacation cash-in request program.
- Remove the City Vehicle Accident Review Board as this section of the policy has never been activated.
- Add new regulations from the Local Government Code for Quarantine and Mental Health Leave for Police and Fire employees.

Staff Recommendation/Motion

N/A

Personnel Manual

JULY 2022

Policy Revision Overview

- Clarify and update policy language.
- Revisions to become compliant with new laws and regulations.
- Policy Revisions to assist in development, retention and recruitment of employees.

Policy Clarifications



- Nepotism
- Promotional qualifications
- Absences due to inclement weather
- Work hours and overtime
- Drug free policy
- Separation pay

Policy Clarifications

- **Nepotism (pg. 10 & 11)**
 - Change from second to third degree by affinity.
 - Add: Applicants shall not be hired into, nor shall employees be transferred into or promoted into positions that would cause them to be in a direct or indirect supervisor/subordinate relationship with a relative as defined under Nepotism (Section 4.D.6).

Policy Clarifications

- **Promotion & Transfers (pg. 11)**
 - Any employee with the proper qualifications ~~and with more than six months of service~~ is eligible to apply for a vacant position.

- **Inclement Weather (pg. 16)**
 - The City Manager may authorize excused absences (the employee will use their accrued vacation, holiday or compensatory leave) or alternative schedules for safety considerations due to inclement weather, road or other conditions.

Policy Clarifications

■ Medical Marijuana (pg. 23)

- Texas recognizes the use of low-THC medical marijuana for persons enrolled in the Compassionate Use Registry, for whom the drug was prescribed by a physician through the Compassionate Use Program, and which was obtained from a State of Texas-authorized dispensary. While some other states permit marijuana use, marijuana is still illegal under Texas state law, other than the narrow exception above and under federal law. Employees in safety sensitive positions, and/or those subject to random, reasonable suspicion or post-accident testing will be tested for the presence of THC (marijuana), as provided in Section 7.D for the Personnel Policy Manual.

Policy Clarifications

- **Work Hours & Overtime (pg. 28)**
 - Averaging of hours worked over two (2) work periods to determine eligibility for overtime pay or compensatory time is not allowed. Except for designated Police and Fire personnel with a work period of fourteen consecutive days.

- **Separation Pay (pg. 33)**
 - Employees cannot use accrued leave (e.g., vacation, holiday, compensatory time) during the last two (2) weeks of employment unless approved by the City Manager. If the employee uses sick leave within this period, the employee will be required to provide a doctor's note.

Policy Clarifications

- **Vehicle Accident Review Procedures (pg. 54 & 55)**
 - Removes section related to City Vehicle Accident Review Board. This section of the policy has never been activated.

Changes in State Regulations



- Paid Quarantine Leave for eligible Police and Fire employees.
- Mental Health Leave for eligible Police and Fire employees.

Changes to Texas Local Govt Code

- **Paid Quarantine Leave (pg. 44 & 45)**
 - Texas Local Government Code Section 180.008, provides paid quarantine leave for firefighters, peace officers, and emergency medical technicians who are ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.
 - Paid quarantine leave” means:
 - (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the city; and
 - (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

Changes to Texas Local Govt Code

- **Public Safety Mental Health Leave (pg. 45 & 46)**
 - Section 614.015 of the Texas Government Code, provides for paid mental health leave for peace officers who experience a traumatic event in the scope of employment. This benefit has been extended to eligible Fire Department employees.
 - To use leave, an eligible public safety employee is required to submit a written request:
 - Within three (3) days after experiencing a traumatic event in the scope of employment;
 - Or if directed by a mental health professional.
 - An eligible employee will be entitled up to 3 days of paid mental health leave per calendar year.

POLICY REVISIONS



- Tuition Reimbursement
- Telecommuting
- Certification Pay
- Vacation

Tuition Reimbursement

(pg. 14)

- Current Policy
 - Reimbursement of \$500 per fiscal year
 - Grade of “C” or higher

- Proposed Change
 - Degree in a municipal related job function
 - Seeking Masters or Bachelors
 - Must obtain a grade of “B” or higher
 - 100% Reimbursement for two courses a semester not to exceed \$1,500

Telecommuting

(pg. 19 - 22)

- Eligible employees may telecommute up to a maximum of two (2) days per workweek.
- Allows for special circumstances beyond two days with City Manager authorization.
- Provides guidance for the following:
 - Oversight by Human Resources
 - Job Responsibilities and Communication
 - Work Schedules and Time Worked
 - Equipment and Tech Support
 - Security
 - Safety

Certification Pay

(pg. 32)

- The total certification incentive pay received shall not exceed \$90.00 per month for all such additional licenses or certifications
- Provides Clarification for current Progression Plan in Public Works.
- Adds additional certification incentive for Police/Fire
 - Certification incentive pay shall not exceed \$100 per month for police and fire step employees for Master Fire Fighter and Peace Officer license or certification.

- Accruals
 - Full-time employees will accrue 40 hours of vacation leave upon completion of their first two weeks of employment.
 - Prorated accrual of vacation begins after completing six months of employment and allows for use of vacation leave before six (6) months of service with the Department Director approval.
- Vacation Cash-In Request
 - At time designated by City Manager
 - May “cash in” half of their annual accrual
 - Up to a maximum of eighty hours per calendar year.

Questions?



CITY OF CORINTH Staff Report

Meeting Date:	7/7/2022	Title:	DCAD Budget
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Receive a report, hold a discussion and give staff direction on the 2023 proposed budget for the Denton Central Appraisal District.

Item Summary/Background/Prior Action

The 2023 Denton Central Appraisal District (DCAD) overall proposed budget increase over 2022 is a total of 17.45%. The total budget is \$17,997,944.33. The largest increase to the proposed 2023 budget is the addition of 18 new full-time employees and the soft costs that accompany those employees. The proposed total number of employees for 2023 is 105 and the total number of ARB members is 42. As the county continues to grow, the District has stated that it will need to increase the number of appraisers, customer service representatives, and Appraisal Review Board members to maintain the integrity of the appraisal roll and to offer an increased level of service to the entities and the ever-growing number of property owners.

Some other categories that were increased in the 2023 budget were Technology and Seasonal Labor, which enhances accuracy and mitigates the need for even more full-time employees with benefits. The other two categories of increase are Legal Notices & Publications and Subscriptions & Contracts. Both of these are due to the rising economy and record-high inflation

In order to change the proposed budget, Property Tax Code Section 6.06 states that a majority of the taxing entities must adopt resolutions disapproving a budget and file them with the secretary of the board within 30 days after its adoption. If this occurs, the budget does not take effect and the board must adopt a new budget within 30 days of the disapproval. The Appraisal District services 43 municipalities, 17 school districts, and 41 special taxing entities.

Financial Impact

The proposed 2023 budget allocation for the City of Corinth is \$98,404. This represents an increase of \$12,851 from the prior year budget of \$85,553. The tax unit allocations are based on a percentage of each taxing unit’s current tax levy. The City’s 2023 budget allocation to the Appraisal District is an estimated amount using the 2022 levies. The allocation will change depending on legislative changes and increases/decreases to the City’s levy. The City’s allocation for the Appraisal District’s Budget is included in the General Fund Budget.

Applicable Owner/Stakeholder Policy

The Texas Property Tax Code allows taxing jurisdictions to approve or disapprove their Appraisal District budget within 30 days after its adoption by the Appraisal District's Board of Directors. The Proposed Budget (attached) was discussed by the Appraisal District's Board of Directors on June 23, 2022. The board tabled the budget discussions until the July 28th board meeting.



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Taxing Jurisdictions Served by DCAD
FROM: Hope McClure, Chief Appraiser
DATE: June 10, 2022
SUBJECT: Proposed 2023 Budget

Denton County continues to grow at such a rapid pace that it has become increasingly difficult for Denton CAD to maintain a single-digit increase in their budget year after year. Denton CAD has never presented the Denton County entities with a double-digit increase before, but at this point, it has become a necessity just to maintain a level of satisfactory service. Denton CAD continues to add a minimum of 10k new accounts per year, but has not added an adequate number of new employees to work those new accounts.

The 2023 increase over 2022 is an overall total of 17.45%. We have increased the use of fund balance to lower the increase to the entities to 15.02%. The total budget is \$17,997,944.33 (still drastically lower than other Appraisal Districts of similar size).

The largest increase to the proposed 2023 budget is the addition of 18 new full-time employees and the soft costs that accompany those employees. The proposed total number of employees for 2023 is 105 and the total number of ARB members is 42. As the county continues to grow, the District will need to increase the number of appraisers, customer service representatives, and Appraisal Review Board members to maintain the integrity of the appraisal roll and to offer an increased level of service to the entities and the ever-growing number of property owners. We have done several surveys of comparable appraisal districts, and based on parcel counts worked, Denton CAD should have roughly 125-145 employees and 50-60 ARB members at this time.

Some other categories that were increased in the 2023 budget were Technology and Seasonal Labor, which enhances accuracy and mitigates the need for even more full-time employees with benefits. The other two categories of increase are Legal Notices & Publications and Subscriptions & Contracts. Both of these are due to the rising economy and record-high inflation.

The Chief Appraiser’s proposed 2023 budget is hereby submitted. The proposed budget was completed in accordance with the requirements of the Texas Property Tax Code (Sec 6.06). A public hearing will be held on the proposed budget on June 23, 2022, at 3:00 pm at 3901 Morse Street, Denton, Texas. The public hearing notice was published in accordance with the Texas Property Tax Code (Sec 6.06 and 6.062).

We appreciate your continued partnership with Denton CAD to best serve the citizens of Denton County.

Hope McClure, RPA, RTA, CTA, CCA
Denton Central Appraisal District
Chief Appraiser

Please remember that the 2023 proposed allocations are just estimated amounts. The 2021 levies were used for calculation purposes. Therefore your 2023 allocations could change depending on the increase/decrease to your 2022 levies.

Notice Of Public Hearing On Denton Central Appraisal District 2023 Budget

The Denton Central Appraisal District will hold a public hearing on a proposed budget for the 2023 fiscal year. The public hearing will be held on June 23, 2022 at 3:00 P.M. at 3901 Morse Street, Denton, Texas.

A summary of the appraisal district budget follows:

The total amount of the proposed budget.	\$17,997,944.33
The total amount of increase over the current year's budget.	\$2,673,650.52
The number of employees compensated under the proposed budget.	105
The number of employees compensated under the current budget.	87

The appraisal district is supported solely by payments from the local taxing units served by the appraisal district.

If approved by the appraisal district board of directors at the public hearing, this proposed budget will take effect automatically unless disapproved by the governing bodies of the county, school districts, cities and towns served by the appraisal district.

A copy of the proposed budget is available for public inspection in the office of each of those governing bodies. A copy is also available for public inspection at the appraisal district office.

Ann Pomykal
Secretary of the Board of Directors
Denton Central Appraisal District
3911 Morse Street
Denton, Texas 76208
(940) 349-3800

Denton Central Appraisal District

2023 Budget

**SUMMARY OF 2022 REVENUES AND EXPENSES BUDGET AND
COMPARISON TO THE 2023 REVENUES AND EXPENSES BUDGET**

<u>CLASSIFICATION</u>	<u>2022 BUDGET</u>	<u>2023 BUDGET</u>
REVENUES:		18 new FTE'S
FUNDING FROM JURISDICTIONS	\$14,756,793.83	\$16,973,444.33
DCAD DESIGNATED FUND	\$550,000.00	\$1,000,000.00
INTEREST INCOME	\$14,500.00	\$12,000.00
OTHER SERVICES	\$500.00	\$10,000.00
MISCELLANEOUS INCOME	\$2,500.00	\$2,500.00
TOTAL REVENUES	<u>\$15,324,293.83</u>	<u>\$17,997,944.33</u>
EXPENSES:		
TOTAL BUDGETED EXPENSES	<u>\$15,324,293.83</u>	<u>\$17,997,944.33</u>
TOTAL BUDGET	<u>\$15,324,293.83</u>	<u>\$17,997,944.33</u>

	2022 YEAR	2023 YEAR	+/- CHANGE	+/- PERCENTAGE
ACCOUNTS	456,353	465,751	9,398	2.06%
BUDGET	\$15,324,293.93	\$17,997,944.33	\$2,673,650.40	17.45%
COST PER PARCEL	\$33.58	\$38.64	\$5.06	15.08%

DENTON CAD 2023 BUDGET ALLOCATIONS

*The 2023 proposed budget allocations are **estimated** amounts. **2021** levies are used for calculation purposes. Please be aware that allocations will change for each entity based on the increases/decreases to their 2022 actual levies.*

<u>JURISDICTIONS</u>	<u>2021 TAX LEVY</u>	<u>% OF TOTAL LEVIES</u>	<u>2023 BUDGET ALLOCATIONS</u>
SCHOOL DISTRICTS:			
S01 ARGYLE ISD	44,666,551.35	1.7623%	\$299,124.36
S02 AUBREY ISD	23,257,965.94	0.9176%	\$155,754.68
S03 CARROLLTON-FB ISD	59,527,509.57	2.3486%	\$398,645.69
S04 CELINA ISD	955,171.47	0.0377%	\$6,396.62
S05 DENTON ISD	315,496,942.05	12.4479%	\$2,112,829.82
S06 FRISCO ISD	176,403,227.41	6.9599%	\$1,181,342.67
S07 KRUM ISD	14,906,996.39	0.5882%	\$99,829.64
S08 LAKE DALLAS ISD	36,572,676.47	1.4430%	\$244,921.05
S09 LEWISVILLE ISD	609,953,842.87	24.0656%	\$4,084,758.02
S10 LITTLE ELM ISD	87,843,727.51	3.4659%	\$588,274.63
S11 NORTHWEST ISD	168,408,872.70	6.6445%	\$1,127,805.82
S12 PILOT POINT ISD	9,334,975.48	0.3683%	\$62,514.76
S13 PONDER ISD	11,267,647.21	0.4446%	\$75,457.53
S14 SANGER ISD	17,389,740.44	0.6861%	\$116,456.16
S15 ERA ISD	1,610.71	0.0001%	\$10.79
S16 SLIDELL ISD	491,018.53	0.0194%	\$3,288.27
S17 PROSPER ISD	28,511,184.57	1.1249%	\$190,934.59
<hr/>			
SCHOOL DISTRICTS TOTALS	<u>1,604,989,660.67</u>	<u>63.3245%</u>	<u>\$10,748,345.10</u>
<hr/>			
G01 DENTON COUNTY	<u>290,615,211.13</u>	<u>11.4662%</u>	<u>\$1,946,201.07</u>

<u>JURISDICTIONS</u>	<u>2021 TAX LEVY</u>	<u>% OF TOTAL LEVIES</u>	<u>2023 BUDGET ALLOCATIONS</u>
CITIES:			
C26 TOWN OF ARGYLE	3,367,235.77	0.1329%	\$22,549.81
C01 CITY OF AUBREY	2,971,073.47	0.1172%	\$19,896.78
C31 TOWN OF BARTONVILLE	805,285.89	0.0318%	\$5,392.86
C02 CITY OF CARROLLTON	55,790,197.66	2.2012%	\$373,617.56
C49 CITY OF CELINA	2,227,472.90	0.0879%	\$14,917.01
C03 CITY OF THE COLONY	39,154,180.61	1.5448%	\$262,208.94
C21 TOWN OF COPPELL	1,096,322.80	0.0433%	\$7,341.89
C27 TOWN OF COPPER CANYON	958,389.03	0.0378%	\$6,418.17
C04 CITY OF CORINTH	14,694,208.45	0.5798%	\$98,404.64
C20 CITY OF DALLAS	14,130,821.56	0.5575%	\$94,631.73
C05 CITY OF DENTON	80,391,469.44	3.1718%	\$538,368.11
C42 TOWN OF DISH	165,329.51	0.0065%	\$1,107.18
C30 TOWN OF DOUBLE OAK	1,230,064.63	0.0485%	\$8,237.54
C47 TOWN OF CORRAL CITY	19,479.36	0.0008%	\$130.45
C07 TOWN OF FLOWER MOUND	52,336,136.87	2.0649%	\$350,486.28
C36 CITY OF FORT WORTH	29,373,746.92	1.1589%	\$196,711.03
C32 CITY OF FRISCO	61,303,377.25	2.4187%	\$410,538.38
C39 CITY OF GRAPEVINE	395.98	0.0000%	\$2.65
C22 TOWN OF HACKBERRY	185,473.36	0.0073%	\$1,242.08
C38 CITY OF HASLET	1,321.18	0.0001%	\$8.85
C19 TOWN OF HICKORY CREEK	2,295,183.21	0.0906%	\$15,370.45
C08 CITY OF HIGHLAND VILLAGE	14,212,673.93	0.5608%	\$95,179.88
C09 CITY OF JUSTIN	3,887,591.84	0.1534%	\$26,034.55
C18 CITY OF KRUGERVILLE	967,510.19	0.0382%	\$6,479.25
C10 CITY OF KRUM	3,159,195.55	0.1246%	\$21,156.60
C11 CITY OF LAKE DALLAS	3,559,238.13	0.1404%	\$23,835.62
C25 CITY OF LAKEWOOD VILLAGE	587,790.05	0.0232%	\$3,936.33
C12 CITY OF LEWISVILLE	75,941,107.55	2.9962%	\$508,564.79
C13 TOWN OF LITTLE ELM	32,887,958.71	1.2976%	\$220,245.11
C45 CITY OF NEW FAIRVIEW	118,127.58	0.0047%	\$791.08
C33 TOWN OF NORTHLAKE	4,419,467.66	0.1744%	\$29,596.43
C24 CITY OF OAK POINT	3,066,985.65	0.1210%	\$20,539.09
C14 CITY OF PILOT POINT	2,573,545.20	0.1015%	\$17,234.60
C29 CITY OF PLANO	6,397,344.14	0.2524%	\$42,841.93
C15 TOWN OF PONDER	1,391,898.92	0.0549%	\$9,321.31
C48 CITY OF PROSPER	6,505,915.39	0.2567%	\$43,569.02
C51 TOWN OF PROVIDENCE VILLAGE	4,706,556.23	0.1857%	\$31,519.01
C17 CITY OF ROANOKE	9,766,854.45	0.3853%	\$65,406.98
C16 CITY OF SANGER	5,716,361.20	0.2255%	\$38,281.51
C34 TOWN OF SHADY SHORES	1,223,833.42	0.0483%	\$8,195.81
C37 CITY OF SOUTHLAKE	662,925.28	0.0262%	\$4,439.50
C28 CITY OF TROPHY CLUB	9,683,340.90	0.3821%	\$64,847.70
C44 CITY OF WESTLAKE	58,460.54	0.0023%	\$391.50
CITIES TOTALS	553,991,848.36	21.8576%	\$3,709,989.99

<u>JURISDICTIONS</u>	<u>2021 TAX LEVY</u>	<u>% OF TOTAL LEVIES</u>	<u>2023 BUDGET ALLOCATIONS</u>
SPECIAL DISTRICTS:			
ESD1 DENTON CO EMER SER DIST	4,768,932.98	0.1882%	\$31,936.74
ESD2 TROPHY CLUB PID #1 EM SER	529,223.57	0.0209%	\$3,544.12
W04 CLEARCREEK WATERSHED AUTH	302,762.84	0.0119%	\$2,027.55
L01 DEN CO LEVY IMPR DIST #1	1,190,369.33	0.0470%	\$7,971.70
MMD1 HIGHWAY 380 MUN MAN DIST	2,663,103.41	0.1051%	\$17,834.35
MMD3 NORTHLAKE MUN. MAN. DIST. #1	1,655,199.61	0.0653%	\$11,084.59
MMD4 NORTHLAKE MUN. MAN. DIST. #2	300,890.69	0.0119%	\$2,015.01
PID7 NORTHLAKE PID NO 1	1,448,413.69	0.0571%	\$9,699.78
W03 TROPHY CLUB MUD #1	1,560,187.32	0.0616%	\$10,448.31
W13 DCFWSD #6	7,126,711.63	0.2812%	\$47,726.39
W17 DCFWSD #10	16,169,994.04	0.6380%	\$108,287.73
W18 DCFWSD #8A	2,404,749.28	0.0949%	\$16,104.20
W19 DCFWSD #8B	1,515,424.70	0.0598%	\$10,148.54
W20 DCFWSD #11A	4,395,940.55	0.1734%	\$29,438.87
W21 DCFWSD #7	7,590,837.69	0.2995%	\$50,834.56
W22 DENTON CO MUD #4	1,463,556.69	0.0577%	\$9,801.19
W23 DENTON CO MUD #5	1,401,129.76	0.0553%	\$9,383.13
W24 FRISCO WEST WCID	4,382,110.08	0.1729%	\$29,346.25
W25 DCFWSD #11B	2,345,097.10	0.0925%	\$15,704.72
W26 DCFWSD #4A	762,175.52	0.0301%	\$5,104.16
W27 OAK POINT WATER CONT. #1	711,328.90	0.0281%	\$4,763.65
W28 OAK POINT WATER CONT. #2	466,874.22	0.0184%	\$3,126.58
W29 OAK POINT WATER CONT. #3	633,298.55	0.0250%	\$4,241.09
W30 SMILEY RD WCID #1	315,605.97	0.0125%	\$2,113.56
W32 DCFWSD #11C	1,385,717.22	0.0547%	\$9,279.91
W33 NORTH FT WORTH WCID NO 1	10,147.54	0.0004%	\$67.96
W37 BROOKFIELD WCID	75,418.00	0.0030%	\$505.06
W38 ALPHA RANCH FWSD NO 1	185,866.24	0.0073%	\$1,244.71
W39 BELMONT FWSD NO 1	6,351,824.69	0.2506%	\$42,537.10
W41 THE LAKES FWSD	2,702,836.56	0.1066%	\$18,100.44
W42 CANYON FALLS WCID #2	2,382,332.69	0.0940%	\$15,954.08
W43 OAK POINT WATER CONT. #4	1,096,762.77	0.0433%	\$7,344.84
W44 CANYON FALLS MUD NO 1	596,832.54	0.0235%	\$3,996.89
W45 BELMONT FWSD NO 2	777,422.02	0.0307%	\$5,206.26
W47 DENTON CO MUD #6	2,499,177.67	0.0986%	\$16,736.57
W48 FAR NORTH FT WORTH MUD NO 1	4,511.13	0.0002%	\$30.21
W49 DENTON CO MUD #9	365,429.93	0.0144%	\$2,447.22
W54 DENTON CO MUD #10	0.00	0.0000%	\$0.00
W55 BIG SKY MUD	192,207.75	0.0076%	\$1,287.18
W57 DENTON CO MUD NO 8	2,668.32	0.0001%	\$17.87
W59 TRADITION MUD DENTON CO NO 2B	218,774.72	0.0086%	\$1,465.10
SPECIAL DISTRICTS TOTALS	<u>84,951,847.91</u>	<u>3.3518%</u>	<u>\$568,908.17</u>
GRAND TOTALS	<u>2,534,548,568.07</u>	<u>100.0000%</u>	<u>\$16,973,444.33</u>

2023 BUDGET

ACCT	ACCOUNT TITLE	2022 BUDGET	2023 BUDGET	CHANGE IN BUDGET
5100	PERSONNEL SERVICES			
5110	SALARIES	\$7,188,342.26	\$8,921,498.24	\$1,733,155.98
5120	LONGEVITY PAY	\$89,560.00	\$75,500.00	(\$14,060.00)
5130	SOCIAL SECURITY (FICA)	\$595,820.42	\$735,394.37	\$139,573.95
5140	RETIREMENT (TCDRS)	\$1,263,990.00	\$1,265,358.77	\$1,368.77
5150	WORKERS' COMP INSURANCE	\$51,262.16	\$66,527.72	\$15,265.56
5160	GROUP HEALTH INSURANCE	\$1,509,217.74	\$1,650,464.40	\$141,246.66
	TOTAL 5100 - PERSONNEL SERVICES	\$10,698,192.58	\$12,714,743.49	\$2,016,550.91
5200	EDUCATION & TRAINING			
5210	MEMBERSHIPS & DUES	\$22,330.00	\$22,630.00	\$300.00
5220	TRAINING - SCHOOLS, CONFERENCES, AND TRAVEL	\$87,740.00	\$87,700.00	(\$40.00)
	TOTAL 5200 - EDUCATION & TRAINING	\$110,070.00	\$110,330.00	\$260.00
5300	SERVICES RECEIVED			
5310	APPRAISAL REVIEW BOARD	\$418,035.00	\$451,290.00	\$33,255.00
5315	OIL, GAS, HEAVY INDUSTRIAL, AND			\$0.00
5320	UTILITY VALUATION	\$180,000.00	\$180,000.00	\$0.00
5325	LEGAL SERVICES	\$450,000.00	\$475,000.00	\$25,000.00
5330	AUDIT & PAYROLL PROCESSING	\$41,000.00	\$39,500.00	(\$1,500.00)
5340	SUBSCRIPTIONS & CONTRACTS	\$624,572.86	\$824,756.86	\$200,184.00
5345	AUTO EXPENSE REIMBURSEMENT	\$515,008.00	\$616,092.00	\$101,084.00
5350	GENERAL INSURANCE	\$33,410.62	\$34,929.59	\$1,518.97
5360	PRINTING SERVICE	\$159,355.00	\$159,000.00	(\$355.00)
5370	POSTAGE & FREIGHT	\$333,007.78	\$352,700.00	\$19,692.22
5380	LEGAL NOTICES & ADVERTISING	\$6,000.00	\$8,000.00	\$2,000.00
5390	OFFICE SUPPLIES	\$69,650.00	\$65,950.00	(\$3,700.00)
	TOTAL 5300 - SERVICES RECEIVED	\$2,830,039.26	\$3,207,218.45	\$377,179.19
5400	UTILITIES & MAINTENANCE			
5410	OFFICE EQUIPMENT MAINTENANCE	\$18,950.00	\$17,400.00	(\$1,550.00)
5420	INFORMATION TECHNOLOGY MAINTENANCE	\$861,200.00	\$1,072,200.00	\$211,000.00
5430	ELECTRICITY, WATER, SEWER, & SOLID WASTE	\$85,971.00	\$89,020.00	\$3,049.00
5440	TELEPHONE	\$99,508.00	\$103,084.00	\$3,576.00
5450	BUILDING & GROUNDS MAINTENANCE	\$170,011.00	\$145,011.00	(\$25,000.00)
	TOTAL 5400 - UTILITIES & MAINTENANCE	\$1,235,640.00	\$1,426,715.00	\$191,075.00
5500	CAPITAL OUTLAY			
5510	FURNITURE & EQUIPMENT	\$70,000.00	\$70,500.00	\$500.00
5520	BUILDING & LAND IMPROVEMENTS	\$50,000.00	\$0.00	(\$50,000.00)
	TOTAL 5500 - CAPITAL OUTLAY	\$120,000.00	\$70,500.00	(\$49,500.00)
5600	MISCELLANEOUS			
5610	CONTINGENCY	\$71,161.74	\$76,672.23	\$5,510.49
5620	MISCELLANEOUS	\$39,500.00	\$58,450.00	\$18,950.00
5630	SEASONAL LABOR	\$150,000.00	\$261,250.00	\$111,250.00
	TOTAL 5600 - MISCELLANEOUS	\$260,661.74	\$396,372.23	\$135,710.49
5900	DEBT SERVICE			
5920	EQUIPMENT PAYMENTS	\$69,690.24	\$72,065.16	\$2,374.92
	TOTAL 5900 - DEBT SERVICE	\$69,690.24	\$72,065.16	\$2,374.92
		\$15,324,293.81	\$17,997,944.33	\$2,673,650.52

ACCT	ACCOUNT TITLE	DEPT #101 ADMINISTRATION	DEPT #102 CUSTOMER SERV	DEPT #103 MAPPING	DEPT #104 INFO TECHNOLOGY	DEPT #105 OVERHEAD	DEPT #201 COMMERCIAL	DEPT #202 APPEALS	DEPT #203 PERSONAL PROP	DEPT #204 RESIDENTIAL	2023 BUDGET
5100	PERSONNEL SERVICES										
5110	SALARIES	\$1,106,482.24	\$964,127.20	\$724,506.08	\$770,516.08	\$198,000.00	\$1,242,912.80	\$432,384.08	\$849,536.96	\$2,633,032.80	\$8,921,498.24
5120	LONGEVITY PAY	\$8,315.00	\$7,780.00	\$8,890.00	\$7,580.00	\$0.00	\$7,500.00	\$4,670.00	\$12,195.00	\$18,570.00	\$75,500.00
5130	SOCIAL SECURITY (FICA)	\$89,103.16	\$74,775.48	\$57,799.28	\$61,222.65	\$15,147.00	\$104,997.23	\$33,859.21	\$71,866.54	\$226,623.81	\$735,394.37
5140	RETIREMENT (TCDRS)	\$150,695.64	\$127,069.44	\$96,784.49	\$104,038.49	\$43,567.00	\$178,426.66	\$57,538.53	\$122,126.15	\$385,112.36	\$1,265,358.77
5150	WORKERS' COMP INSURANCE	\$8,739.55	\$4,007.57	\$3,077.96	\$3,281.21	\$1,267.20	\$10,987.63	\$2,450.09	\$7,419.68	\$25,296.82	\$66,527.72
5160	GROUP HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$1,650,464.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,650,464.40
	TOTAL 5100 - PERSONNEL SERVICES	\$1,363,335.59	\$1,177,759.69	\$891,057.81	\$946,638.43	\$1,908,445.60	\$1,544,824.32	\$530,901.92	\$1,063,144.34	\$3,288,635.79	\$12,714,743.49
5200	EDUCATION & TRAINING										
5210	MEMBERSHIPS, SUBSCRIPTIONS & DUES	\$0.00	\$0.00	\$0.00	\$0.00	\$22,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,630.00
5220	TRAINING, SCHOOLS, CONF, AND TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$87,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,700.00
	TOTAL 5200 - EDUCATION & TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$110,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,330.00
5300	SERVICES RECEIVED										
5310	APPRAISAL REVIEW BOARD	\$0.00	\$0.00	\$0.00	\$0.00	\$451,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$451,290.00
5315	OIL, GAS, HEAVY INDUSTRIAL, AND UTILITY VALUATION	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00
5325	LEGAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$475,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$475,000.00
5330	AUDIT & PAYROLL PROCESSING	\$0.00	\$0.00	\$0.00	\$0.00	\$39,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,500.00
5340	SUBSCRIPTIONS & CONTRACTS	\$0.00	\$99,505.00	\$110,000.00	\$0.00	\$448,100.00	\$112,416.62	\$3,600.00	\$48,569.62	\$2,565.62	\$824,756.86
5345	AUTO EXPENSE REIMBURSEMENT	\$49,950.00	\$8,334.00	\$17,235.00	\$22,200.00	\$0.00	\$122,100.00	\$5,550.00	\$78,402.00	\$312,321.00	\$616,092.00
5350	GENERAL INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$34,929.59	\$0.00	\$0.00	\$0.00	\$0.00	\$34,929.59
5360	PRINTING SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$159,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$159,000.00
5370	POSTAGE & FREIGHT	\$0.00	\$0.00	\$0.00	\$0.00	\$352,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352,700.00
5380	LEGAL NOTICES & ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
5390	OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$65,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,950.00
	TOTAL 5300 - SERVICES RECEIVED	\$49,950.00	\$107,839.00	\$127,235.00	\$22,200.00	\$2,214,469.59	\$234,516.62	\$9,150.00	\$126,971.62	\$314,886.62	\$3,207,218.45
5400	UTILITIES & MAINTENANCE										
5410	OFFICE EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$17,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,400.00
5420	INFORMATION TECHNOLOGY MAINTENANCE	\$0.00	\$0.00	\$0.00	\$1,072,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,072,200.00
5430	ELECTRICITY, WATER, SEWER, & SOLID WASTE	\$0.00	\$0.00	\$0.00	\$0.00	\$89,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,020.00
5440	TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$103,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,084.00
5450	BUILDING & GROUNDS MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$145,011.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,011.00
	TOTAL 5400 - UTILITIES & MAINTENANCE	\$0.00	\$0.00	\$0.00	\$1,072,200.00	\$354,515.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,426,715.00
5500	CAPITAL OUTLAY										
5510	FURNITURE & EQUIPMENT	\$4,500.00	\$4,500.00	\$7,000.00	\$6,000.00	\$19,000.00	\$7,000.00	\$4,500.00	\$6,000.00	\$12,000.00	\$70,500.00
5520	BUILDING & LAND IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL 5500 - CAPITAL OUTLAY	\$4,500.00	\$4,500.00	\$7,000.00	\$6,000.00	\$19,000.00	\$7,000.00	\$4,500.00	\$6,000.00	\$12,000.00	\$70,500.00
5600	MISCELLANEOUS										
5610	CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$76,672.23	\$0.00	\$0.00	\$0.00	\$0.00	\$76,672.23
5620	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$58,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,450.00
5630	SEASONAL LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$261,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$261,250.00
	TOTAL 5600 - MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$396,372.23	\$0.00	\$0.00	\$0.00	\$0.00	\$396,372.23
5910	BUILDING & LAND PAYMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5920	EQUIPMENT PAYMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$72,065.16	\$0.00	\$0.00	\$0.00	\$0.00	\$72,065.16
	TOTAL 5900 - DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$72,065.16	\$0.00	\$0.00	\$0.00	\$0.00	\$72,065.16
	TOTALS:	\$1,417,785.59	\$1,290,098.69	\$1,025,292.81	\$2,047,038.43	\$5,075,197.58	\$1,786,340.94	\$544,551.92	\$1,196,115.96	\$3,615,522.41	\$17,997,944.33

2023 BUDGET

5100 - PERSONNEL SERVICES

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
ACCT #5110 - SALARIES	\$7,188,342.26	\$8,921,498.24	\$1,733,155.98
FULL-TIME SALARIES & SALARY ADJUSTMENTS \$8,921,498.24			
TOTAL ACCOUNT #5110 \$8,921,498.24			
ACCT #5120 - LONGEVITY PAY	\$89,560.00	\$75,500.00	(\$14,060.00)
DCAD RECOGNIZES CONTINUED SERVICE WITH LONGEVITY PAY.			
TOTAL ACCOUNT #5120 \$75,500.00			
ACCT #5130 - SOCIAL SECURITY (FICA)	\$595,820.42	\$735,394.37	\$139,573.95
SOCIAL SECURITY IS CALCULATED ON FULL TIME SALARIES AND LONGEVITY.			
TOTAL ACCOUNT #5130 \$735,394.37			
ACCT #5140 - RETIREMENT (TCDRS)	\$1,263,990.00	\$1,265,358.77	\$1,368.77
RETIREMENT IS APPLICABLE ONLY TO FULL-TIME EMPLOYEES.			
TOTAL ACCOUNT #5140 \$1,265,358.77			
ACCT #5150 - WORKERS' COMP INSURANCE	\$51,262.16	\$66,527.72	\$15,265.56
THE DISTRICT PAYS WORKERS' COMPENSATION PREMIUMS ON ALL FULL TIME EMPLOYEES.			
TOTAL ACCOUNT #5150 \$66,527.72			
ACCT #5160 - GROUP HEALTH INSURANCE	\$1,509,217.74	\$1,650,464.40	\$141,246.66
GROUP HEALTH INSURANCE IS PROVIDED TO ALL FULL-TIME EMPLOYEES.			
TOTAL ACCOUNT #5160 \$1,650,464.40			
TOTAL 5100 - PERSONNEL SERVICES	\$10,698,192.58	\$12,714,743.49	\$2,016,550.91

2023 BUDGET

5200 - EDUCATION & TRAINING

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
ACCT #5210 - MEMBERSHIPS, SUBSC & DUES	\$22,330.00	\$22,630.00	\$300.00
THIS ACCOUNT IS CHARGED FOR ALL MEMBERSHIPS AND DUES, AND SUBSCRIPTIONS TO EDUCATIONAL MEDIA.			
TOTAL ACCOUNT #5210	<u>\$22,630.00</u>		
ACCT #5220 - TRAINING - SCHOOLS, CONFERENCES & TRAVEL	\$87,740.00	\$87,700.00	(\$40.00)
THIS ACCOUNT IS CHARGED FOR ALL EDUCATIONAL RELATED TRAINING AND TRAVEL.			
TOTAL ACCOUNT #5220	<u>\$87,700.00</u>		
TOTAL 5200 - EDUCATION & TRAINING	<u>\$110,070.00</u>	<u>\$110,330.00</u>	<u>\$260.00</u>

5300 - SERVICES RECEIVED (continued)

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
ACCT #5350 - GENERAL INSURANCE ALL INSURANCE EXCEPT GROUP HEALTH AND WORKERS' COMPENSATION IS CHARGED TO THIS ACCOUNT. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$33,410.62	\$34,929.59	\$1,518.97
TOTAL ACCOUNT #5350	<u>\$34,929.59</u>		
ACCT #5360 - PRINTING SERVICES THIS ACCOUNT IS CHARGED FOR ALL ITEMS THAT ARE PRINTED AND MAILED. ITEMS THAT ARE PRINTED AND CONSUMED WITHIN THE BUILDING ARE CHARGED TO OFFICE SUPPLIES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$159,355.00	\$159,000.00	(\$355.00)
TOTAL ACCOUNT #5360	<u>\$159,000.00</u>		
ACCT #5370 - POSTAGE AND FREIGHT THIS ITEM IS CHARGED FOR ALL ITEMS THAT ARE MAILED. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$333,007.78	\$352,700.00	\$19,692.22
TOTAL ACCOUNT #5370	<u>\$352,700.00</u>		
ACCT #5380 - LEGAL NOTICES & ADVERTISING THIS ACCOUNT IS CHARGED FOR ADVERTISEMENTS IN NEWSPAPERS CONCERNING EXEMPTION MATTERS SUCH AS HOMESTEADS, OVER-65, DISABLED VETERANS, AND PRODUCTIVITY VALUATION MATTERS. OTHER ADVERTISEMENTS HAVE TO DO WITH APPRAISAL REVIEW NOTICES, MISCELLANEOUS, CLASSIFIED ADVERTISING, AND INVITATIONS TO BID. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT. SB 622 requires a line item indicating expenditures for notices required by law to be published in a newspaper by the political subdivision. 2019 Actual Expenses for mandated notices is \$3,558.04 2021 Budgeted Expenses for mandated notices is \$5,000.00	\$6,000.00	\$8,000.00	\$2,000.00
TOTAL ACCOUNT #5380	<u>\$8,000.00</u>		
ACCT #5390 - OFFICE SUPPLIES THE OFFICE SUPPLY BUDGET IS COMPRISED OF EXPENSES INCURRED FOR TRADITIONAL OFFICE SUPPLY ITEMS.	\$69,650.00	\$65,950.00	(\$3,700.00)
TOTAL ACCOUNT #5390	<u>\$65,950.00</u>		
TOTAL 5300 - SERVICES RECEIVED	<u>\$2,830,039.26</u>	<u>\$3,207,218.45</u>	<u>\$377,179.19</u>

2023 BUDGET

5400 - UTILITIES AND MAINTENANCE

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
<p>ACCT #5410 - OFFICE EQUIPMENT MAINTENANCE</p> <p>MAINTENANCE OF ALL OFFICE EQUIPMENT EXCEPT THE PRIMARY COMPUTER, PERIPHERAL DEVICES, AND PERSONAL COMPUTERS IS CHARGED TO THIS ACCOUNT.</p> <p>TOTAL ACCOUNT #5410 <u>\$17,400.00</u></p>	\$18,950.00	\$17,400.00	(\$1,550.00)
<p>ACCT #5420 - INFORMATION TECHNOLOGY MAINTENANCE</p> <p>THIS ACCOUNT IS COMPRISED OF BOTH COMPUTER HARDWARE AND SOFTWARE MAINTENANCE. THIS ACCOUNT IS APPLICABLE TO THE INFORMATION TECHNOLOGY DEPARTMENT. GIS RELATED EXPENSES ARE INCLUDED HERE.</p> <p>TOTAL ACCOUNT #5420 <u>\$1,072,200.00</u></p>	\$861,200.00	\$1,072,200.00	\$211,000.00
<p>ACCT #5430 - ELECTRICITY, WATER, SEWER AND SOLID WASTE</p> <p>THIS BUDGET ITEM IS FOR THE DISTRICT'S UTILITIES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.</p> <p>TOTAL ACCOUNT #5430 <u>\$89,020.00</u></p>	\$85,971.00	\$89,020.00	\$3,049.00
<p>ACCT #5440 - TELEPHONE</p> <p>THIS BUDGET ITEM IS FOR THE DISTRICT'S TELEPHONE EXPENSE. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.</p> <p>TOTAL ACCOUNT #5440 <u>\$103,084.00</u></p>	\$99,508.00	\$103,084.00	\$3,576.00
<p>ACCT #5450 - BUILDING AND GROUNDS MAINTENANCE</p> <p>THIS BUDGET ITEM COMPRISES ALL BUILDING AND GROUNDS MAINTENANCE. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.</p> <p>TOTAL ACCOUNT #5450 <u>\$145,011.00</u></p>	\$170,011.00	\$145,011.00	(\$25,000.00)
<p>TOTAL 5400 - UTILITIES AND MAINTENANCE</p>	\$1,235,640.00	\$1,426,715.00	\$191,075.00

2023 BUDGET

5500 - CAPITAL OUTLAY

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
ACCT #5510 - FURNITURE AND EQUIPMENT	\$70,000.00	\$70,500.00	\$500.00
AN ASSET SCHEDULE APPEARS AT THE BACK OF THE BUDGET.			
TOTAL ACCOUNT #5510	<u>\$70,500.00</u>		
ACCT #5520 - BUILDING AND LAND IMPROVEMENTS	\$50,000.00	\$0.00	(\$50,000.00)
AN ASSET SCHEDULE APPEARS AT THE BACK OF THE BUDGET.			
TOTAL ACCOUNT #5520	<u>\$0.00</u>		
TOTAL 5500 - CAPITAL OUTLAY	<u>\$120,000.00</u>	<u>\$70,500.00</u>	<u>(\$49,500.00)</u>

2023 BUDGET

5600 - MISCELLANEOUS

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
ACCT #5610 - CONTINGENCY THE FUNDS IN THIS BUDGET ITEM ARE APPROPRIATED FOR UNANTICIPATED EXPENDITURES. ALL ANTICIPATED EXPENDITURES ARE BUDGETED IN SPECIFIC ACCOUNTS. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$71,161.74	\$76,672.23	\$5,510.49
TOTAL ACCOUNT #5610	<u>\$76,672.23</u>		
ACCT #5620 - MISCELLANEOUS THIS ACCOUNT IS FOR ITEMS THAT WILL NOT FIT WELL IN ANOTHER CATEGORY. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$39,500.00	\$58,450.00	\$18,950.00
TOTAL ACCOUNT #5620	<u>\$58,450.00</u>		
ACCT #5630 - SEASONAL LABOR THIS ACCOUNT IS FOR SEASONAL LABOR COSTS. THE DISTRICT BEGAN USING CONTRACT EMPLOYEES IN 2020 WHEN THEY STOPPED USING PART TIME EMPLOYEES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$150,000.00	\$261,250.00	\$111,250.00
TOTAL ACCOUNT #5630	<u>\$261,250.00</u>		
TOTAL 5600 - MISCELLANEOUS	<u>\$260,661.74</u>	<u>\$396,372.23</u>	<u>\$135,710.49</u>

5900 - DEBT SERVICE

CLASSIFICATION	2022 BUDGET	2023 BUDGET	INCREASE OR DECREASE
ACCT #5920 - EQUIPMENT PAYMENTS	\$69,690.24	\$72,065.16	\$2,374.92
THIS ACCOUNT IS CHARGED FOR EQUIPMENT PAYMENTS. EQUIPMENT LEASES WERE MOVED TO SUBSCRIPTIONS & CONTRACTS IN 2022. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
<u>\$72,065.16</u>			
TOTAL ACCOUNT #5920			
TOTAL 5900 - DEBT SERVICE	<u>\$69,690.24</u>	<u>\$72,065.16</u>	<u>\$2,374.92</u>
TOTAL BUDGET	\$15,324,293.82	\$17,997,944.33	\$2,673,650.51

2023 CAPITAL EXPENSES

PAGE 54

DEPT #101 - ADMINISTRATION

(1) REPLACEMENT DESKS & CHAIRS	\$2,500.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

ADMINISTRATION TOTAL =	<u>\$4,500.00</u>
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DEPT #102 - CUSTOMER SERVICE

(1) REPLACEMENT DESKS & CHAIRS	\$2,500.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

CUSTOMER SERVICE TOTAL =	<u>\$4,500.00</u>
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DEPT #103 - MAPPING

(1) REPLACEMENT DESKS & CHAIRS	\$5,000.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

MAPPING TOTAL =	<u>\$7,000.00</u>
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DEPT #104 - INFORMATION TECHNOLOGY

(1) REPLACEMENT DESKS & CHAIRS	\$4,000.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

INFORMATION TECHNOLOGY TOTAL =	<u>\$6,000.00</u>
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DEPT #105 OVERHEAD

(1) AUDIO/VIDEO EQUIPMENT	\$10,000.00
(2) ARB EQUIPMENT	\$4,000.00
(3) PROJECTORS/PC'S	\$3,000.00
(4) MISCELLANEOUS	\$2,000.00

OVERHEAD TOTAL =	<u>\$ 19,000.00</u>
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DEPT #201 - COMMERCIAL

(1) REPLACEMENT DESKS & CHAIRS	\$5,000.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

COMMERCIAL TOTAL =	<u>\$ 7,000.00</u>
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DEPT #202 - APPEALS

(1) REPLACEMENT DESKS & CHAIRS	\$2,500.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

APPEALS TOTAL =	<u>\$ 4,500.00</u>
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ACCT # 5510 - FURNITURE & EQUIPMENT**DEPT #203 - PERSONAL PROPERTY**

(1) REPLACEMENT DESKS & CHAIRS	\$4,000.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

PERSONAL PROPERTY TOTAL =	<u>\$6,000.00</u>
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DEPT #204 - RESIDENTIAL

(1) REPLACEMENT DESKS & CHAIRS	\$10,000.00
(2) MISCELLANEOUS (SCANNERS, STAPLERS, ETC.)	\$2,000.00

RESIDENTIAL TOTAL =	<u>\$ 12,000.00</u>
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2023 SALARY SCHEDULE

DEPT.	TITLE	2023 SALARIES
#101		
ADMINISTRATION	CHIEF APPRAISER	\$211,779.28
	DEPUTY CHIEF - APPRAISAL	\$192,773.28
	HR FINANCE MANAGER	\$132,584.32
	EXECUTIVE ASSISTANT	\$72,644.96
	HR/FINANCE ASSISTANT	\$72,044.96
	MAINTENANCE EMPLOYEE	\$57,055.44
	COMMUNICATIONS LIAISON	\$67,600.00
	DIRECTOR OF ADMINISTRATION	\$150,000.00
	DIRECTOR OF APPRAISAL	\$150,000.00
	ADMINISTRATION TOTAL:	\$1,106,482.24
#102		
CUSTOMER SERVICE	CUSTOMER SERVICE MANAGER	\$132,584.32
	CUSTOMER SERVICE SUPERVISOR	\$102,988.00
	CUSTOMER SERVICE SPECIALIST	\$51,653.68
	CUSTOMER SERVICE SPECIALIST	\$51,653.68
	CUSTOMER SERVICE SPECIALIST	\$51,653.68
	CUSTOMER SERVICE SPECIALIST	\$51,653.68
	CUSTOMER SERVICE SPECIALIST	\$51,653.68
	CUSTOMER SERVICE SPECIALIST	\$51,653.68
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	CUSTOMER SERVICE SPECIALIST	\$51,654.00
	CUSTOMER SERVICE SPECIALIST	\$51,654.00
	CUSTOMER SERVICE SPECIALIST	\$51,654.00
	CUSTOMER SERVICE SPECIALIST	\$51,654.00
	CUSTOMER SERVICE SPECIALIST	\$51,654.00
	CUSTOMER SERVICE SPECIALIST	\$51,654.00
	CUSTOMER SERVICE TRAINING SPECIALIST	\$57,055.44
	CUSTOMER SERVICE TOTAL :	\$964,127.20
#103		
MAPPING	MAPPING MANAGER	\$132,584.32
	MAPPING SUPERVISOR	\$102,988.00
	GIS ANALYST	\$67,600.00
	SR. MAPPING TECH	\$57,055.44
	MAPPING TECH II	\$54,355.60
	MAPPING TECH	\$51,653.68
	MAPPING TECH	\$51,653.68
	MAPPING TECH	\$51,653.68
	MAPPING TECH	\$51,653.68
	MAPPING TECH	\$51,653.68
	MAPPING TECH/DATA COLLECTOR	\$51,654.00
	MAPPING TECH/DATA COLLECTOR	\$51,654.00
	MAPPING TOTAL :	\$724,506.08
#104		
INFORMATION TECHNOLOGY	IT MANAGER	\$132,584.32
	IT SUPERVISOR	\$108,345.04
	DATABASE ADMINISTRATOR	\$92,873.04
	SYSTEM ADMINISTRATOR	\$92,873.04
	IT SPECIALIST	\$81,946.80
	IT SUPPORT	\$71,020.56
	QUALITY CONTROL SPECIALIST	\$98,000.24
	DATA INTEGRITY SPECIALIST	\$92,873.04
	INFORMATION TECHNOLOGY TOTAL :	\$770,516.08
#105		
OVERHEAD	SALARY ADJUSTMENTS AND REIMBURSEMENTS	\$198,000.00
#201		
COMMERCIAL	COMMERCIAL MANAGER	\$132,584.32
	COMMERCIAL SUPERVISOR	\$108,345.04
	COMMERCIAL APPRAISER	\$89,648.96
	COMMERCIAL APPRAISER	\$89,648.96
	COMMERCIAL APPRAISER	\$89,648.96
	COMMERCIAL APPRAISER	\$89,648.96
	COMMERCIAL APPRAISER	\$89,648.96
	COMMERCIAL APPRAISER	\$89,648.96

DENTON CENTRAL APPRAISAL DISTRICT

2023 PROPOSED BUDGET

2023 PROPOSED BUDGET

Section C, Item 2.

CLASSIFICATION

2023 Budget

REVENUES:

Need 18 new full time employees

FUNDING FROM JURISDICTIONS	\$16,973,444.33
DCAD DESIGNATED FUNDS	\$1,000,000.00
DCAD INTEREST INCOME	\$12,000.00
DCAD OTHER SERVICES	\$10,000.00
DCAD MISCELLANEOUS INCOME	<u>\$2,500.00</u>

TOTAL REVENUES

\$17,997,944.33

EXPENSES:

TOTAL BUDGETED EXPENSES

\$17,997,944.33

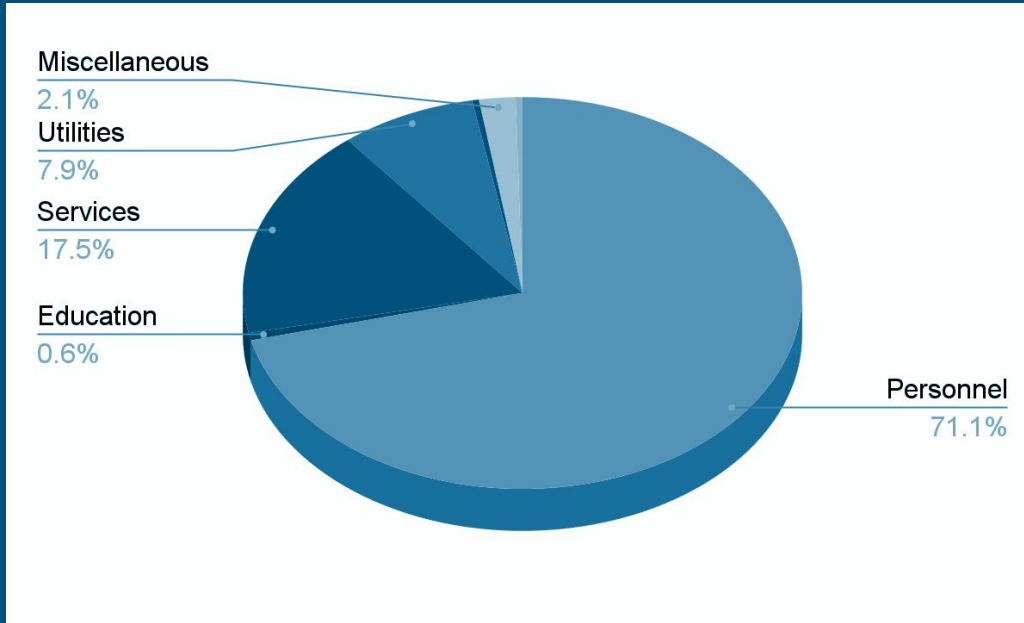
TOTAL 2023 BUDGET

\$17,997,944.33



ALLOCATION OF THE BUDGET

Section C, Item 2.



- Personnel Services
\$13,004,794.27
- Services Received
\$3,207,218.45
- Utilities & Maintenance
\$1,436,715.00
- Miscellaneous
\$385,122.23
- Education & Training
\$110,330.00
- Debt Service
\$72,065.16
- Capital Outlay
\$70,500.00

CURRENT SITUATION

Section C, Item 2.

- Increase in market value across Denton County
 - 15.08% increase cost per parcel from 2021 to 2022
 - \$75,000 increase in average home value from 2021 to 2022
 - 31.5% increase in overall Denton County values from 2021 to 2022
- Over 9,400 new accounts to process from 2021 to 2022
 - Total number of all parcels 465,000
 - Total number of residential homes 280,000
 - Total number of residential appraisers 18
 - Number of accounts worked per appraiser 15,600
- DCAD Customer Service 2021
 - Total number of outgoing mail processed 41,863 pieces
 - Total number of phone calls received 63,284
 - Total number of received & answered HelpDesk tickets 28,880
 - Total number of exemptions processed 42,385
 - Total number of customer service reps that handle ALL of this work 9



STAFFING SHORTAGE

Section C, Item 2.

LOCAL STAFF COMPARISON			
In 2021...	COLLIN CAD	DENTON CAD	% INCREASE
2021 Parcel Count:	392,000	453,777	15.76%
2021 Protest Count:	80,000	90,000	12.50%
20-21 New Residential Properties:	4,630	9,235	99.46%
20-21 Deeds Processed:	25,100	42,024	67.43%
20-21 Exemptions Processed:	19,000	42,385	123.10%
FTE Employee Count:	143	81	-43.36%
2021 Total Budget:	\$22,759,400	\$14,234,603	-37.46%

- In 2021, DCAD processed more parcels, protests, new properties, deeds and exemptions
 - With 43% fewer employees than other appraisal districts of similar size
 - With a 37% lower budget than other appraisal districts of similar size
- Appraisal Districts of similar size are staffed with 125-145 employees
 - Denton CAD is staffed with only 87
- Just since October 2021, 8 employees retired; removing 132 years of experience
 - 6 Appraisers (RPA's)
 - 2 Customer Service Specialists



18 NEW EMPLOYEE MEANS FEWER WAIT TIME

Section C, Item 2.



LOOKING AHEAD

Section C, Item 2.

- DCAD reduced the total 2023 proposed budget from 19% to 17.45% during the Board of Directors Workshop on May 31, 2022 and reduced the entity portion of the budget down to 15.02%
- 2023 Budget proposes and presents 18 new FTEs
 - Primarily residential appraisers and customer service specialists
- Increasing DCAD Staff
 - Additional residential staff would allow for more accuracy, by lowering the parcel count of each appraiser from 15,600 to 10,800. More accuracy could potentially equal less protests.
 - Additional customer service staff would allow more representatives to answer phone calls, emails, walk-ins and process homestead exemptions quicker.
- Being fiscally responsible, DCAD will leverage technology to offset personnel cost.
 - In exchange for personnel (plus benefits) we will utilize technology to assist DCAD personnel in performing their job functions.
 - Technology has a one time cost, whereas employees have benefit packages that drive up the budget annually. The technology added to the 2023 Budget helps offset some of the need for additional employees.



TECHNOLOGY INVESTMENT

Section C, Item 2.

- Cyclomedia - Street View Photography - Not only is this service important to DCAD, but this service can be used by the Denton Co. Entities at no additional cost to them
 - Information will be sent out soon to the entities regarding this technology
- Continuation of True Roll for Customer Service Department
 - Vets new applications making the process faster for taxpayers
 - Identifies duplicate homestead exemptions, providing a more accurate tax roll
- Addition of Deeds Processing in the Mapping Department
 - Boost efficiency in processing deeds, eliminating a backlog and wait time for the taxpayers and entities
- Addition of TREPP and CoverLease to Commercial Department
 - TREPP data provides both purchase and refinance appraisal information to support and arrive at values. CoverLease gathers data and formats it for our appraisal models making the process more efficient.
 - Both of these eliminate the current need for more appraisers in the Commercial Department.

WHAT DID THE WESTERN VALUATION AND CONSULTING REPORT SAY?

- The Board of Directors hired a consulting firm to review DCAD to find out where the most emergent needs are within the company and individual departments.
- Western Valuation recommends the following:
 - “Increase the total staff to **124** to be able to handle the large numbers of new homes and businesses in the district and the large number of protests filed.”
 - This recommendation would add **28** new employees to the 2023 Budget.
 - “After extensive research...I will also recommend the addition of two appraisers annually going forward and three support staff. Again, this recommendation will be based on continued growth at the current pace.”
- Denton CAD’s review of the report:
 - Analyzing the recommendations from the auditor and acknowledging the burden that would put on the Denton Co. Entities, DCAD is only requesting **18 FTEs** for 2023, plus technology.

RECAP

Section C, Item 2.

- The Chief Appraiser and Board of Directors have worked hard to lower the entity portion of the 2023 Budget from 19% to 15%.
- With an increase in market value and increase in new accounts across Denton County, more appraisers and support staff are needed to provide a better service and more accurate tax roll to the Denton County entities and taxpayers.
- DCAD needs more employees now, to be successful for future tax years. The added staff will mitigate inaccuracies, and allow for a lower reduction from preliminary to certification for all Denton County entities.



THANK YOU FOR YOUR CONTINUED SUPPORT OF DENTON CAD

“What you do has far greater
impact than what you say.”

Stephen Covey



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Review Public Works Department Annual Review
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Receive a report and hold a discussion on the Public Works Department overview.

Item Summary/Background/Prior Action

The City of Corinth’s Public Works Department has 34 employees dedicated to maintaining and developing Corinth’s infrastructure. The diverse department is made of five operating divisions who work in close coordination to deliver services to over 23,000 residents every day. The department is responsible for the planning, design, construction, and maintenance of the city’s network of roads, water, wastewater, and stormwater pipelines, as well as sixteen parks.

The Director of Public Works will provide a presentation on the accomplishments, workload, and challenges for each department.

Staff Recommendation/Motion

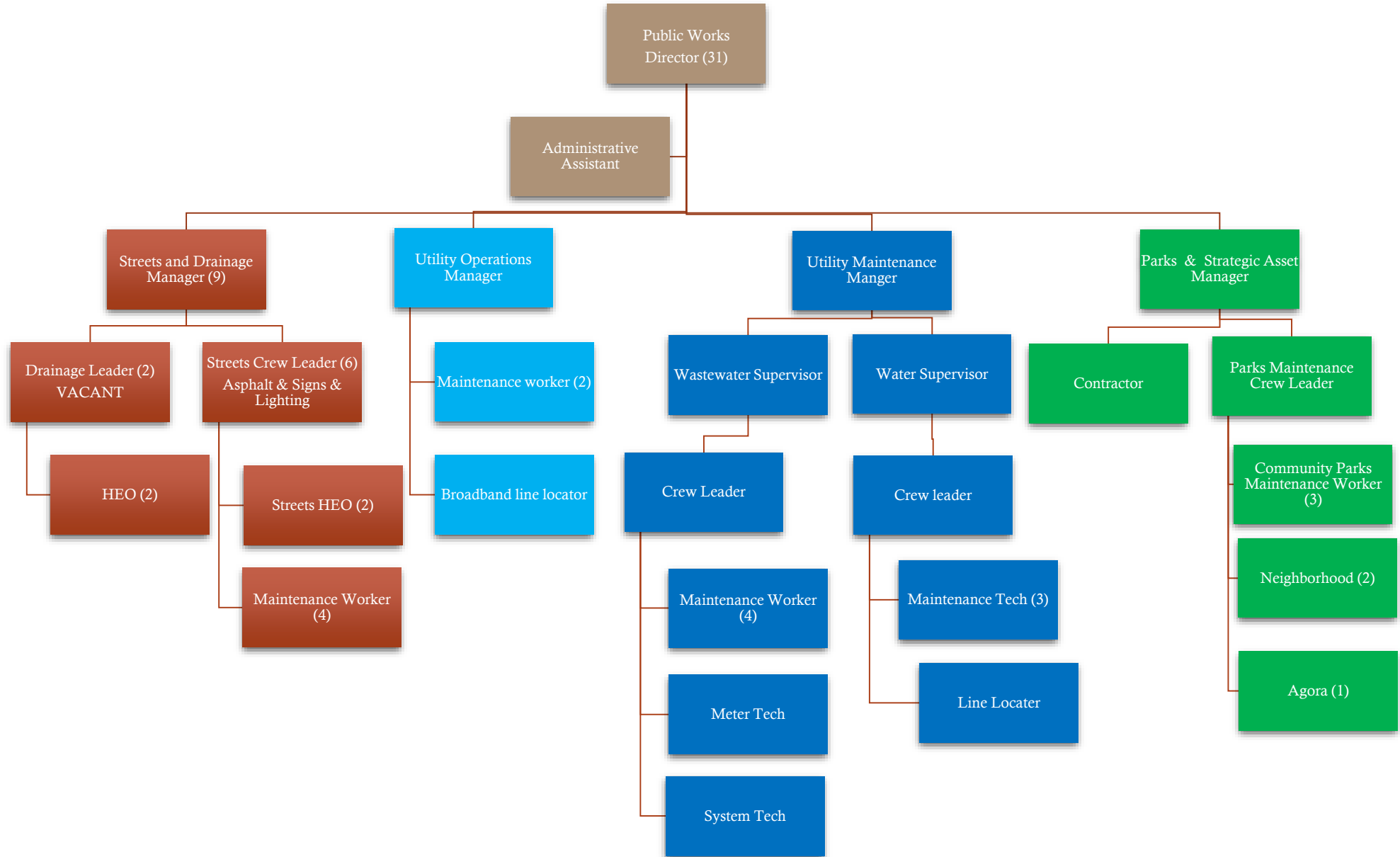
N/A

PUBLIC WORKS DEPARTMENT OVERVIEW

GLENN BARKER, DIRECTOR

The Department has multi-faceted services comprised of the following: Maintain the City Street System through proactive maintenance; preserve and enhance the City's quality of life through landscaping and park amenities in the community's public open spaces; maintain the City's storm and wastewater collection system to provide a reliable system that protects the residents and the environment; and to provide potable water at adequate pressure and in sufficient quantities to the residents of Corinth.

PUBLIC WORKS ORGANIZATION CHART



Vivid Vision for 2024



Mission Statement for i³

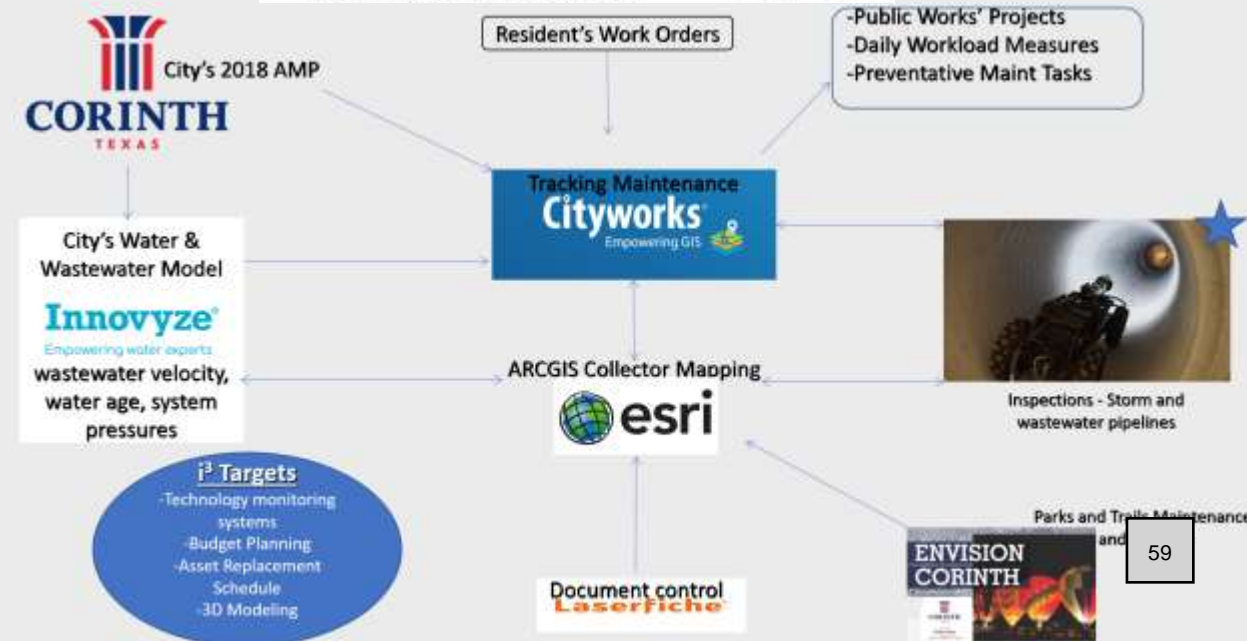
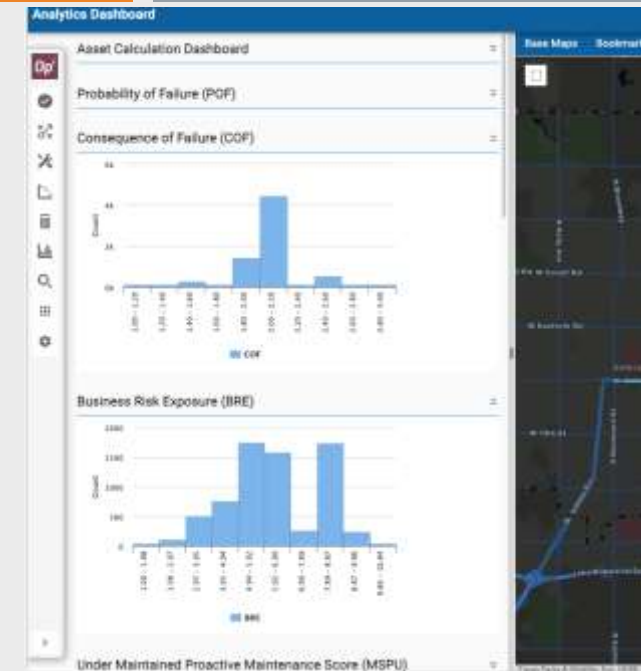
Public Works Initiative to use Technology to make a positive impact towards the future of the City of Corinth by focusing on the residents, improving services, and maintaining the budget as the City continues to grow.

What we have done this year to stay on tasks

- Software implementation of Cityworks –
 - Dashboards, Workorders, PowerBi connections w/budget
 - Connection to sewer video truck
- Asset Management/Optimizing budget
 - Purchased valve trailer to assist in valve asset management assessment
 - Inspected 15,000 linear feet of collection system
 - Sidewalk inspection completed for 100% of the City. (trip hazards)
- Access to information
 - Every vehicle has access to technology! (Cityworks, Maps, Models)
 - Updated water model to show water quality, and low flow sewer areas
- Improving performance and accountability
 - Water loss -12% (Goal is less than 15%)
 - I&I- Smart Manholes (No Reduction this year still evaluating)
 - Street Maintenance- Marking of potholes to identify future projects
- Logistical planning:
 - 20-year plan for park maintenance (Parks Board Approved!)
 - 30-year plan for lift station maintenance
 - 20-year plan for equipment replacement

FY2022-23 TARGETS

- Software
 - Implementation of Cityworks Insights
 - Operational Insights helps you identify and assess high-risk assets and their maintenance strategies to increase their lifespan
- Asset Management/Optimizing budget
 - Implement a valve replacement program
 - Identify, schedule, replace within existing budget (5/year estimate)
 - Inspected 15,000 linear feet of collection system
 - Implementation of a quadrant based inspection program
 - water, wastewater, street striping, potholes, street sealing & crack sealing
- Access to information
 - Monthly training for crews on how to use the data
- Improving performance and accountability
 - Water loss - Goal is less than 15%
 - I&I- Identify a project for reduction
 - Street Maintenance-
- Logistical planning:
 - Sewer pipeline replacement schedule for first quadrant
 - Water transmission lines inspected for leaks; replacement schedule for first quadrant
 - Drainage pipeline replacement schedule for first quadrant





i³ BIG Ideas

- Intelligent lighting systems for all fields
- LED lighting (Grant Research)
- Smart irrigation controllers ✓
- Scheduling software that manages fields
- Interactive Trail (Grant Research)
- Autonomous Mowers & Stripers ✓
- Drone fertilizing & herbicide spraying
- Smart Trashcans (Grant Research)

Accomplishments for FY2021-22

- City partnered with Denton to maintain the Katy Trail.
- Completed the integration of Cityworks.
- Started the Preventative Maintenance Plan using Cityworks.
- Updated the tree inventory.
- Completed APWA re-accreditation.
- Completed annual tree maintenance.
- ROW maintenance increased to include FM2499, Lake Sharon
- Additional neighborhood park added to maintain (Amherst Park).
- Developed Dashboards with KPI's for Parks
- Installed smart irrigation controllers to assist with water conservation.
- Awarded third-year compliance for Tree City USA
- Hosted tournaments for traveling level baseball, softball, and soccer tournaments
- Completed upgrade to Meadowview Park
- Completed design of new community dog park

Goals & Objectives for FY2022-23

- Develop 4 maintenance quadrants, and start on Zone A. These quadrants will be the focus of preventative and corrective maintenance for all of Public Works
- Initiate a maintenance program for Katy trail
- Connect Katy trail to Community Park Trail with trail head and way finder
- Replace the playscape at Fairview Park
- Continue annual tree maintenance in ROWs
- Complete community dog park phase I
- Continue inventory control



- **Trails**
 - 10.3 miles
 - DORBA Bike Trails
- **Parks**
 - 175 acres of public parkland
 - 12 neighborhood parks
 - 11 playgrounds
 - 13 miles of ROW maintained
 - 8000 hours of athletic fields usage
- **Recreation**
 - 80 Class Participants
 - 20,350 Association Athletic Participants

70 Work Orders- Average Resolution Time - 6 Days



i³ BIG Ideas

- Smart Street Crossings at Trails
- Signs that communicate with cars
- Report Card for Sidewalk ✓

Accomplishments for FY2021-22

- Completed Fog Sealing and Crack Sealing of Asphalt Pavement.
- Installed new sidewalk on Corinth Parkway for access to Agora Park.
- Installed new sidewalk on Post Oak north of Lake Sharon.
- Started the Preventative Maintenance Plan using Cityworks.
- Completed annual striping program
- Developed Dashboards with KPI's for Streets
- Identified all trip hazards within the City, and created a maintenance program to make repairs.
- As Completed APWA re-accreditation.

Goals & Objectives for FY2022-23

- Develop 4 maintenance quadrants, These quadrants will be the focus of preventative and corrective maintenance for all of Public Works. Areas that will be included in this plan are:
 - sidewalk trip hazards
 - streets (potholes, cracks, and sealing)
 - street striping
- Complete years one and two of the Fugro maintenance recommendations.
- Continue in-house street repairs.
- Continue inventory control

Street condition Good (LF)

288,494.1

Street condition Fair (LF)

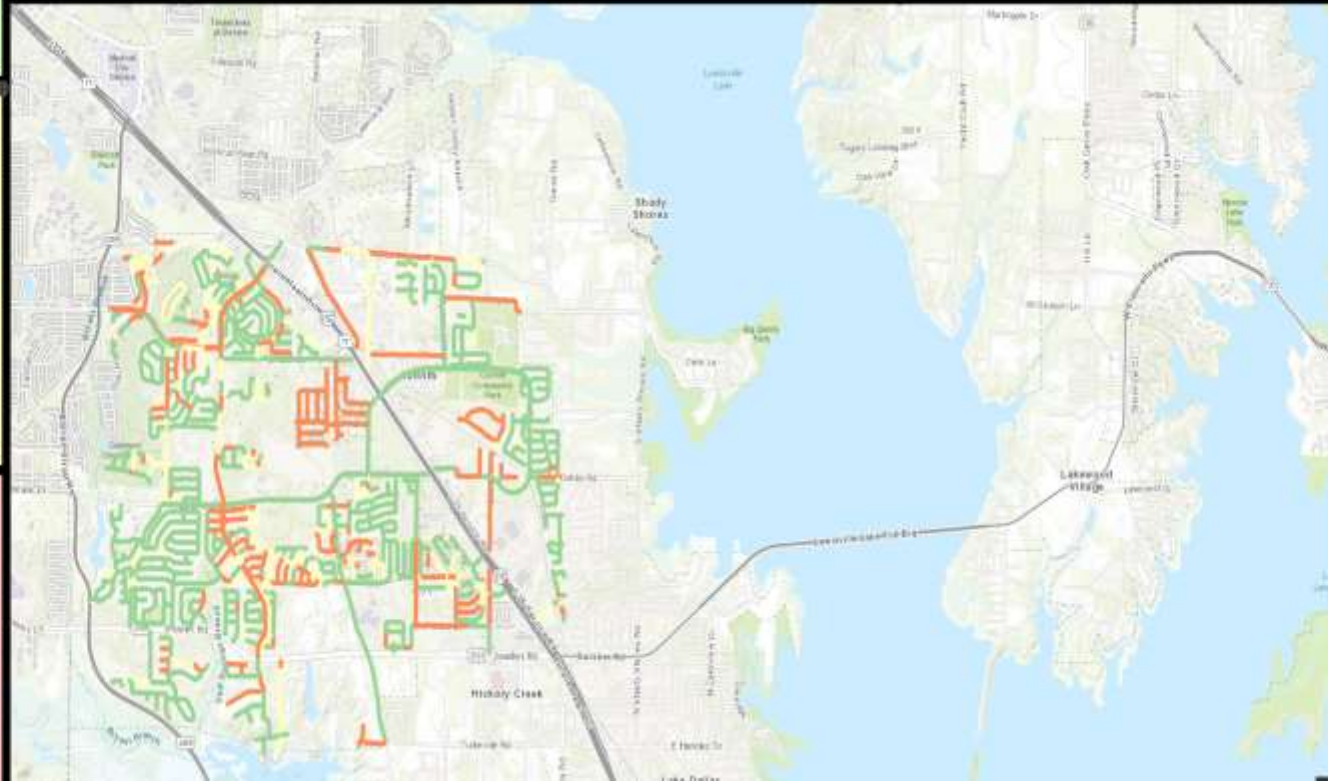
72,347

Street condition Poor (LF)

115,230.7

City overall PCI Score

78.633



Concrete Streets (LF)

405,192.8

Concrete Streets AVG PCI Rating

82.826

Asphalt Streets (LF)

70,879

Asphalt Streets AVG PCI Rating

52.968



i³ BIG Ideas

- Remote monitors at Outfalls
- Autonomous Mowers
- Drainage Report Card
- Prof. Drainage Cert for Lead
- Smart Ponds

Accomplishments for FY2021-22

- Completed a five-year contract for Mosquito abatement
- Continued public education campaign on preventing Stormwater pollution.
- Met or exceeded the TCEQ Stormwater Compliance Regulation and BMPs.
- Developed a dry weather screening program using Cityworks
- Completed 25,000 LF of ditch cleaning in Amity Village
- Completed and passed TXDOT bridge inspection
- Completed APWA re-accreditation

Goals & Objectives for FY2022-23

- Develop 4 maintenance quadrants. These quadrants will be the focus of preventative and corrective maintenance for all of Public Works. Areas that will be included in this plan are:
 - stormwater pipeline inspections
 - manhole inspections
 - Inlet and Outfall box maintenance
 - ditch maintenance
- Continue to meet or exceed TCEQ Storm water Compliance and regulations and BMP's
- Continue public education campaign on preventing storm water pollution
- Use Collector or Cityworks to track mowing, grading and inspections



1501 Storm Inlet Inspections



80 Storm Inlets Cleaned



23,000 linear feet of channel mowing

7000 linear feet of channel cleaning & grading (Amenity Village)



100 Work Orders- Average Resolution Time - 3 Days



Accomplishments for FY2021-22

- Met State requirements for the City's public water system
- Maintained a superior water rating with TCEQ
- Completed the integration of Cityworks with INCODE Billing software.
- Critical Infrastructure Security Camera System at Ground Storage (Woods)
- Rehabbed storage tanks at Ground Storage (Woods)
- Procured the Lake Sharon Pump Station, 3A Lift Station, Westside Lift Station and Woods Ground Storage Generator
- Completed APWA re-accreditation
- With the support of the Fire Department the City inspected 500 fire hydrants
- Identified water distribution lines that required leak detection
- Installed Automatic SMART Flushers

Goals & Objectives for FY2022-23

- Develop 4 maintenance quadrants, and start on Zone A. These quadrants will be the focus of preventative and corrective maintenance for all of Public Works. Areas that will be included in this plan are: valve maintenance, hydrant inspections, meter box maintenance, Integrate the leak detection plan water mains per AMP
- Meet State requirements for the City's public water system.
- Maintained a superior water rating with TCEQ.
- Maintain nonrevenue water loss less than 15% of purchased water.
- Install mixer at Meadowview storage tank
- Maintain Outstanding Cross-connection Control Award – Last achieved 2020
- Upgrade and replace 2 Fire Hydrant Meter assemblies a year
- Install Chlorine analyzer at the water storage tanks and pump stations
- Upgrade meters that are 3 inch or larger to sonar for accuracy
- Increase Smart manhole devices. 3 a year
- Update ordinance for sewer and waterline responsible to start at the Right of Way for the City.

i³ BIG Ideas

- Pressure monitoring for early leak detection
- Smart Flushers ✓
- Leak detection equipment
- Manhole monitoring for smart I&I measures ✓
- Smart Valve Trailer for tracking valve maintenance directly to Cityworks ✓
- Water & Wastewater Report Card



Accomplishments for FY2021-22

- Completed the integration of Cityworks with the camera van
- Procured the Lake Sharon Pump Station, 3A Lift Station, Westside Lift Station and Woods Ground Storage Generator
- Completed APWA re-accreditation.
- Developed CIP program to rehab lift stations that are older than 20 years.
- Installed manhole meters to detect rainwater entering the sewer collection system.
- Inspected 15,000 LF of sanitary sewer pipelines.

Goals & Objectives for FY2022-23

- Develop 4 maintenance quadrants, and start on Zone A. These quadrants will be the focus of preventative and corrective maintenance for all of Public Works. Areas that will be included in this plan are: wastewater pipeline inspections (15,000 LF), manhole inspections
- Model Update for wastewater control strategies such as capacity and size.
- Lift station 3A upgrade
- Lake Bluff lift station upgrade
- Increase the Smart manhole devices 3 per year
- Implement residential clean-out cap inspection and notification to reduce I & I
- Implement residential service line procedures to require a plumber investigate, video and mark location of sewer blockages. Refund cost if proven on City.
- Update ordinance for sewer and waterline responsible to start at the Right of Way for the City.
- Upgrade and replace lift station electrodes (floats) Barrell Strap, 3a, and Bluffs.
- Develop rehabilitation program for sewer main trouble areas. 3 manhole coatings, 1 mainline repair a year
- Integrate lift station aerators at westside pumpstation, and Corinthian Oaks

i³ BIG Ideas

- Pressure monitoring for early leak detection
- Smart Flushers ✓
- Leak detection equipment
- Manhole monitoring for smart I&I measures ✓
- Smart Valve Trailer for tracking valve maintenance directly to Cityworks ✓
- Water & Wastewater Report Card



104 Water Line Repairs



Water Loss Control Program
12% Non-revenue water loss (<15%)

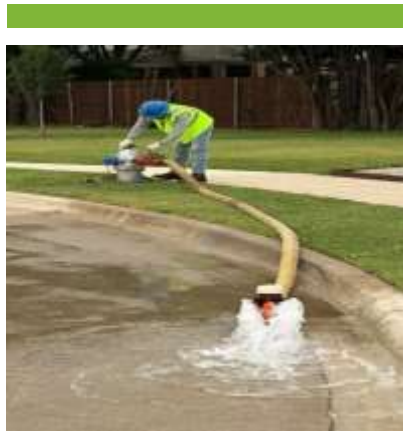


645 MG of Wastewater Discharged
.329 MGD to Denton



REGIONAL WATER DISTRICT
Subscription usage

Water –2.92 MGD (one day was above 90% of 7.5MGD)
Wastewater –1.7 MGD (4.8MGD)



Flushed dead end lines
3.2 MG



7,383 Water Accounts
(7,347 FY21)



6914 Meters are AMI
469 Meters are AMR (<100)

6979 Work Orders- Average Resolution Time - 3 Days



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on minutes from the June 2, 2022, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, June 02, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 2nd day of June 2022, the City Council of the City of Corinth, Texas, met in Workshop & Closed Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem
Scott Garber, Council Member
Tina Henderson, Council Member
Steve Holzwarth, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Lee Ann Bunselmeyer, Interim City Manager
Lana Wylie, City Secretary
Marie Johnson, Attorney
Chad Thiessen, Fire Chief
David Rodriguez, Acting Fire Marshal
Guadalupe Ruiz, Human Resources Director
John Webb, Planning and Development Director
Glenn Barker, Public Works Director
Elise Back, Director of Economic Development
Shea Rodgers, Chief Technology Officer
Garrett Skrehart, GIS Manager
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the meeting to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a report and hold a discussion regarding the Technology Services Department Annual Review.
The item was presented and discussed.
2. Receive a report and hold a discussion regarding proposed changes to the Lake Cities Fire Department (LCFD) fee schedule.
The item was presented and discussed.
3. Discuss Regular Agenda Items
No items for the Regular Meeting were discussed.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

There were no comments made.

CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- 4. Consider and act on minutes from the May 18, 2022, City Council, Special Session Meeting.
- 5. Consider and act on minutes from the May 19, 2022, City Council Meeting.
- 6. Consider and act on an agreement reappointing Cynthia Burkett as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
- 7. Consider and act on a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.
- 8. Consider and act on an ordinance of the City Council of the City of Corinth, Texas, repealing chapter 50, "Water and Sanitary Wastewater Systems" of Title V, "Public Works" of the code of ordinances of the City of Corinth and adopting a new chapter 50, "Water and Sanitary Wastewater systems"; providing for the incorporation of premises; providing for an amendment; providing a cumulative repealer clause; providing a severability clause; providing a savings/conflict clause; providing a penalty of a fine up to two thousand dollars (\$2,000) for each violation of this chapter each day that the violation exists or continues; providing for publication and an effective date.
- 9. Consider and act on expenditures for an emergency sewer line repair at Hidden Springs Drive with an amount not to exceed \$95,000 and authorizing the Interim City Manager to execute the necessary documents.

Motion made by Council Member Garber to approve the Consent Agenda as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

No comments were made.

Mayor Heidemann recessed the Workshop Session at 6:23 P.M., and immediately convened into Closed Session to discuss Section 551.071.

CLOSED SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS

Mayor Heidemann recessed the Closed Session at 6:29 P.M. and immediately reconvened in Regular Session Meeting.

Motion made by Mayor Pro Tem Burke authorizing the City Attorney's Office, within its discretion to file an action to evict Stenson Landscaping from City owned property or to take any other action deemed necessary to resolve the matter. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

Mayor Heidemann recessed the Regular Session Meeting at 6:33 P.M., and reconvened into Closed Session at 6:36 P.M., to discuss Section 551.074.

Section 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.

- a. City Manager

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS

Mayor Heidemann recessed the Closed Session at 7:07 P.M. and immediately reconvened into the Regular Session Meeting.

No action was taken.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:07 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2022.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on minutes from the June 13, 2022, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL SPECIAL WORKSHOP SESSION - MINUTES

Monday, June 13, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

**STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH**

On this, the 13th day of June 2022, the City Council of the City of Corinth, Texas, met in Workshop & Closed Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Tina Henderson, Council Member
- Steve Holzwarth, Council Member
- Kelly Pickens, Council Member

Staff Members Present:

- Lee Ann Bunselmeyer, Interim City Manager
- John Webb, Planning & Development Director

CALL TO ORDER

Mayor Heidemann called the meeting to order at 6:05 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion and give staff direction on the strategic plan and priorities for the annual budget.

The item was presented and discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Special Workshop Session at 9:06 P.M.

Approved by the Council on the _____ day of _____ 2022.

Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Appointment Denco Area 9-1-1 Board of Managers
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.

Item Summary/Background/Prior Action

Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by July 29, 2022. Jim Carter and David Terre are nominees.

Staff Recommendation/Motion

Staff recommends approval of the Resolution supporting Jim Carter to the Denco Area 9-1-1 Board of Managers.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067
Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions
FROM: Greg Ballentine, Executive Director
DATE: June 1, 2022
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 31, 2022, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2022. Denco received the following nominations by the May 31, 2022 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Jim Carter	City of Aubrey City of Highland Village City of Lake Dallas City of Oak Point City of Pilot Point Town of Bartonville Town of Copper Canyon Town of Double Oak Town of Hickory Creek Town of Providence Village
David Terre	City of The Colony

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 29, 2022**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. I have attached a sample resolution you may wish to use and resumes for the candidates. Also attached is a list of current board members.

Please send a copy of your council's office action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Council Resolution No. _____

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF _____, TEXAS:

Section 1

The City / Town of _____ hereby

VOTES TO APPOINT _____ as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2022.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the ____ day of _____, 2022.

Mayor _____

City / Town of _____

City / Town Secretary

Denco Area 9-1-1 District Board of Managers FY2022

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2023
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2023
- Attorney at Law

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2023
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2022
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2022
- Businessman, Denton

George Karatzis

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2021
- Serves until replaced by telephone company
- Director, Network Field Engineering, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jcarter@halff.com

EDUCATION

College Degree: University of Georgia, B.B.A. Finance
Postgraduate: Georgia Tech, University of Tennessee, University of Michigan, Texas Women’s University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance General Motors Corporation
Zone Vice-President Frito-Lay, Inc., International and Domestic Development
President, C.E.O. Mercantile Corporation
Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal James P. Carter & Associates – Consultant & Mediator
To business and governmental entities
Professional Licenses Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor Trophy Club, Texas – 14 years
Municipal Court Judge Trophy Club, Texas – 12 years
Emergency Manager Trophy Club, Texas – 14 years
County Commissioner Denton County, Texas – 8 years
Vice President Texas Association of Counties
President-Current Denton County Emergency Services District #1
Fire and Emergency Medical over 65 square miles
Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Coral City, and Northlake)
Lantana. Robson Ranch
Unincorporated areas of Denton County
Texas State Board Member- State Association Fire and Emergency Service Districts –
Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire, and medical emergency calls.
Mission Leader – Guatemala	Constructed water purification system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made four trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com

Section G, Item 3.



EDUCATION

Drake University/Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales/Wilson Sporting Goods
Retired

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro Tem in 2020
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2021 - Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

- Served as Vice Chair

2008-2011

HONORS

- 1982 - Drake University Basketball Hall of Fame
- 1994 - Moberly Community College Basketball Hall of Fame
- 1995-2003 - Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 - Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 - Washington High School Hall of Fame
- 2018 - Roaring Lambs Hall of Fame

**CITY OF CORINTH, TEXAS
RESOLUTION NO.**

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CORINTH, TEXAS:

Section 1

The City of Corinth hereby votes to appoint Jim Carter as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2022.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this, the _____ day of _____, 2022.

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Agreement ILA – School Resource Officer – Denton ISD /Crownover Middle School
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act an Interlocal Agreement between the City of Corinth and the Denton Independent School District (DISD) to provide a school resource officer at Crownover Middle School in Denton; and authorizing the Mayor to execute necessary documents.

Item Summary/Background/Prior Action

The current Interlocal Agreement between the City of Corinth and the Denton ISD for a School Resource Officer at Crownover Middle School expires on June 30, 2022. The proposed Interlocal Agreement is for a period of five (5) years under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which will remain in effect until September 30, 2027.

DISD approved the ILA at their meeting held on May 10, 2022.

Financial Impact

This agreement utilizes a 75% / 25% cost sharing model, with Denton ISD providing reimbursement for 75% of the cost of a full-time police officer (\$93,228) and the City of Corinth budgeting 25% (\$31,076).

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement between the City of Corinth and Denton ISD as presented and authorizing the City Manager to execute the necessary documents.

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this date, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the CITY and DISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, DISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the City, and DISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

A. CITY shall provide a certified police officer employed full-time by CITY and licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2022-2023 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Crownover Middle School during normal teacher workdays in the active school year:

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
3. Assist in security efforts at the designated school.

B. DISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the

SRO. The SRO assigned to DISD shall be subject to the approval of the DISD Superintendent or his designee. DISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that DISD may refuse any particular officer assigned as SRO and request assignment of a different officer. Further, nothing in this Agreement shall require CITY to provide continuous police presence on the campus of Crownover Middle School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours, unless otherwise agreed by the parties. Nothing in this Agreement prevents DISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes. The SRO should arrive on time at Crownover Middle School and should not leave early except for unforeseen circumstances.

C. Information Sharing:

1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that DISD is responsible for, and all information pertinent to investigation.
 2. DISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA]), is provided to the SRO, the SRO and the Corinth Police Department agrees not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.
- D. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the DISD superintendent.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code. The SRO shall follow the policies and procedures of DISD to the extent those policies do not conflict with the policies and procedures of the CITY or Chief of Police. The SRO's main purpose while at Crownover Middle School is to provide the services described in this Agreement, not the enforcement of school rules.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of July 2022, and will end at midnight, June 30, 2027, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

- A. DISD shall pay CITY the sum of \$93,228.00 for services rendered for 2022-23 (the Annual Payment) no later than October 15, 2022. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th pay step level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the 9th pay step level of a police officer as of May 31 for that year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide DISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. DISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.
- C. DISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, subpoena or court appearance, worker's compensation, or emergency, military, or bereavement leave. However, if the SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between DISD and CITY or any of CITY's agents or employees, or between DISD and the SRO. CITY assumes exclusive responsibility for the

acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, including the SRO, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

V. INSURANCE

CITY is self-insured, and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS

All expenditures made by CITY and DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of DISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to DISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

VIII. ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.

- C. Notices to DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, to P.O. Box 2387, Denton, Texas 76202.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, to 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between DISD and CITY as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, DISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless DISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for

loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and DISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.


THE CITY OF CORINTH, CITY

Bob Hart, City Manager

ATTEST:

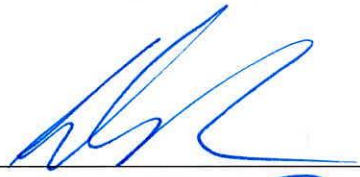
Lana Wylie, City Secretary of Corinth

**DENTON INDEPENDENT
SCHOOL DISTRICT, DISD**



Dr. Jamie Wilson
Superintendent

ATTEST:



Printed Name: Deron Roberts
Title: General Counsel

"Attachment A"

School Resource Officer Rates for FY 2022-23

<i>Base Salary</i>	<i>\$73,486.00</i>
<i>Overtime Pay</i>	<i>\$4,020.00</i>
<i>Certification Pay</i>	<i>\$1,080.00</i>
<i>Longevity</i>	<i>\$792.00</i>
<i>Health Insurance</i>	<i>\$26,228.00</i>
<i>Dental Insurance</i>	<i>\$1,029.00</i>
<i>Life & Disability</i>	<i>\$213.00</i>
<i>IPS Fees</i>	<i>\$197.00</i>
<i>PHS Fees</i>	<i>\$108.00</i>
<i>TMRS</i>	<i>\$13,404.00</i>
<i>EAP Fees</i>	<i>\$92.00</i>
<i>Cobra Fees</i>	<i>\$48.00</i>
<i>Workers Comp</i>	<i>\$2,269.00</i>
<i>Medicare</i>	<i>\$1,158.00</i>
<i>TEC</i>	<i>\$180.00</i>
<i>Total Wages & Benefits:</i>	<i>\$124,304.00</i>

Contributions from Both Parties

<i>Denton ISD (75% of total wages and benefits):</i>	<i>\$93,228.00</i>
<i>City of Corinth (25% of total wages and benefits):</i>	<i>\$31,076.00</i>
<i>Total Wages and Benefits:</i>	<i>\$124,304.00</i>



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Agreement ILA – School Resource Officer – Denton ISD /Bettye Myers Middle School
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act an Interlocal Agreement between the City of Corinth and the Denton Independent School District (DISD) to provide a school resource officer at Bettye Myers Middle School in Denton; and authorizing the Mayor to execute necessary documents.

Item Summary/Background/Prior Action

The current Interlocal Agreement between the City of Corinth and the Denton ISD for a School Resource Officer at Bettye Myers Middle School expires on June 30, 2022. The proposed Interlocal Agreement is for a period of five (5) years under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which will remain in effect until September 30, 2027.

DISD approved the ILA at their meeting held on May 10, 2022.

Financial Impact

This agreement utilizes a 75% / 25% cost sharing model, with Denton ISD providing reimbursement for 75% of the cost of a full-time police officer (\$93,228) and the City of Corinth budgeting 25% (\$31,076).

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement between the City of Corinth and Denton ISD as presented and authorizing the City Manager to execute the necessary documents.

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this date, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the CITY and DISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, DISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the City, and DISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer employed full-time by CITY and licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2022-2023 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Bettye Myers Middle School during normal teacher workdays in the active school year:
1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 3. Assist in security efforts at the designated school.
- B. DISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the

SRO. The SRO assigned to DISD shall be subject to the approval of the DISD Superintendent or his designee. DISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that DISD may refuse any particular officer assigned as SRO and request assignment of a different officer. Further, nothing in this Agreement shall require CITY to provide continuous police presence on the campus of Bettye Myers Middle School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours, unless otherwise agreed by the parties. Nothing in this Agreement prevents DISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes. The SRO should arrive on time at Bettye Myers Middle School and should not leave early except for unforeseen circumstances.

C. Information Sharing:

1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that DISD is responsible for, and all information pertinent to investigation.
2. DISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA]), is provided to the SRO, the SRO and the Corinth Police Department agrees not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.

D. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the DISD superintendent.

E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code. The SRO shall follow the policies and procedures of DISD to the extent those policies do not conflict with the policies and procedures of the CITY or Chief of Police. The SRO's main purpose while at Bettye Myers Middle School is to provide the services described in this Agreement, not the enforcement of school rules.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of July 2022, and will end at midnight, June 30, 2027, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

- A. DISD shall pay CITY the sum of \$93,228.00 for services rendered for 2022-23 (the Annual Payment) no later than October 15, 2022. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th pay step level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the 9th pay step level of a police officer as of May 31 for that year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide DISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. DISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.
- C. DISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, subpoena or court appearance, worker's compensation, or emergency, military, or bereavement leave. However, if the SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between DISD and CITY or any of CITY's agents or employees, or between DISD and the SRO. CITY assumes exclusive responsibility for the

acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, including the SRO, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

V. INSURANCE

CITY is self-insured, and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS

All expenditures made by CITY and DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of DISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to DISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

VIII. ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.

- C. Notices to DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, to P.O. Box 2387, Denton, Texas 76202.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, to 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between DISD and CITY as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, DISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
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loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and DISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE CITY OF CORINTH, CITY

Bob Hart, City Manager

ATTEST:

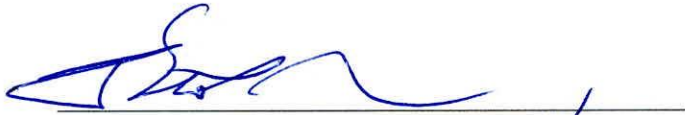
Lana Wylie, City Secretary of Corinth

**DENTON INDEPENDENT
SCHOOL DISTRICT, DISD**



Dr. Jamie Wilson
Superintendent

ATTEST:



Printed Name: S. Scott Niver

Title: DEPUTY SUPT.

"Attachment A"

School Resource Officer Rates for FY 2022-23

<i>Base Salary</i>	\$73,486.00
<i>Overtime Pay</i>	\$4,020.00
<i>Certification Pay</i>	\$1,080.00
<i>Longevity</i>	\$792.00
<i>Health Insurance</i>	\$26,228.00
<i>Dental Insurance</i>	\$1,029.00
<i>Life & Disability</i>	\$213.00
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<i>Medicare</i>	\$1,158.00
<i>TEC</i>	\$180.00
<i>Total Wages & Benefits:</i>	\$124,304.00

Contributions from Both Parties

<i>Denton ISD (75% of total wages and benefits):</i>	\$93,228.00
<i>City of Corinth (25% of total wages and benefits):</i>	\$31,076.00
<i>Total Wages and Benefits:</i>	\$124,304.00



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Agreement ILA – School Resource Officer – Lake Dallas High School
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act an Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District (LDISD) to provide a school resource officer at Lake Dallas High School in Corinth; and authorizing the Mayor to execute necessary documents.

Item Summary/Background/Prior Action

The current Interlocal Agreement between the City of Corinth and the Lake Dallas ISD for a School Resource Officer at Lake Dallas High School expires on June 30, 2022. The proposed Interlocal Agreement is for a period of five (5) years under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which will remain in effect until September 30, 2027.

LDISD approved the ILA at their meeting held on June 20, 2022.

Financial Impact

This agreement utilizes a 75% / 25% cost sharing model, with Lake Dallas ISD providing reimbursement for 75% of the cost of a full-time police officer (\$93,228) and the City of Corinth budgeting 25% (\$31,076).

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement between the City of Corinth and Lake Dallas ISD as presented and authorizing the City Manager to execute the necessary documents.

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this date, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the CITY and LDISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, LDISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the City, and LDISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer employed full-time by CITY and licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2022-2023 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Lake Dallas High School during normal teacher workdays in the active school year.
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. LDISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the

SRO. The SRO assigned to LDISD shall be subject to the approval of the LDISD Superintendent or his designee. LDISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that LDISD may refuse any particular officer assigned as SRO and request assignment of a different officer. Further, nothing in this Agreement shall require CITY to provide continuous police presence on the campus of Lake Dallas High School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours, unless otherwise agreed by the parties. Nothing in this Agreement prevents LDISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes. The SRO should arrive on time at Lake Dallas High School and should not leave early except for unforeseen circumstances.

C. Information Sharing:

1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that LDISD is responsible for, and all information pertinent to investigation.
 2. LDISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA]), is provided to the SRO, the SRO and the Corinth Police Department agrees not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.
- D. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the LDISD superintendent.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code. The SRO shall follow the policies and procedures of LDISD to the extent those policies do not conflict with the policies and procedures of the CITY or Chief of Police. The SRO's main purpose while at Lake Dallas High School is to provide the services described in this Agreement, not the enforcement of school rules.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of October 2022, and will end at midnight, September 30, 2027, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

- A. LDISD shall pay CITY the sum of \$93,228.00 for services rendered for 2022-2023 (the Annual Payment) no later than October 15, 2022. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th pay step level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the 9th pay step level of a police officer as of May 31 for that year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide LDISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. LDISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.
- C. LDISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, subpoena or court appearance, worker's compensation, or emergency, military, or bereavement leave. However, if the SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and CITY or any of CITY's agents or employees, or between LDISD and the SRO. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of

his employment. CITY, its agents and employees, including the SRO, shall not be entitled to any rights or privileges of LDISD employees and shall not be considered in any manner to be a LDISD employee.

V. INSURANCE

CITY is self-insured, and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS

All expenditures made by CITY and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of LDISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to LDISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

VIII. ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.

- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, to 104 Swisher Rd. / P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, to 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between LDISD and CITY as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and LDISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

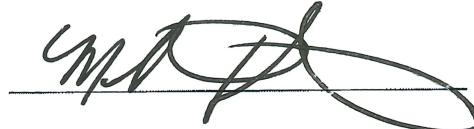
THE CITY OF CORINTH, CITY

City Manager

ATTEST:

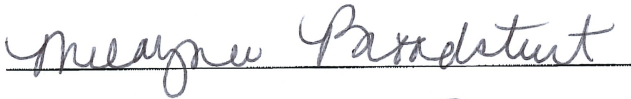
Lana Wylie, City Secretary of Corinth

LAKE DALLAS INDEPENDENT
SCHOOL DISTRICT, LDISD



Mike Rockwood, Superintendent

ATTEST:



Printed Name: Melaynee Broadstreet

Title: Assistant to Superintendent

"Attachment A"

School Resource Officer Rates for FY 2022-23

<i>Base Salary</i>	<i>\$73,486.00</i>
<i>Overtime Pay</i>	<i>\$4,020.00</i>
<i>Certification Pay</i>	<i>\$1,080.00</i>
<i>Longevity</i>	<i>\$792.00</i>
<i>Health Insurance</i>	<i>\$26,228.00</i>
<i>Dental Insurance</i>	<i>\$1,029.00</i>
<i>Life & Disability</i>	<i>\$213.00</i>
<i>IPS Fees</i>	<i>\$197.00</i>
<i>PHS Fees</i>	<i>\$108.00</i>
<i>TMRS</i>	<i>\$13,404.00</i>
<i>EAP Fees</i>	<i>\$92.00</i>
<i>Cobra Fees</i>	<i>\$48.00</i>
<i>Workers Comp</i>	<i>\$2,269.00</i>
<i>Medicare</i>	<i>\$1,158.00</i>
<i>TEC</i>	<i>\$180.00</i>
<i>Total Wages & Benefits:</i>	<i>\$124,304.00</i>

Contributions from Both Parties

<i>Lake Dallas ISD (75% of total wages and benefits):</i>	<i>\$93,228.00</i>
<i>City of Corinth (25% of total wages and benefits):</i>	<i>\$31,076.00</i>
<i>Total Wages and Benefits:</i>	<i>\$124,304.00</i>



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Agreement CSI Camp – Corinth PD & Lake Dallas ISD
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District (LDISD) to provide bus services for the Corinth Police Department’s CSI Camp and Youth Mini-Academy.

Item Summary/Background/Prior Action

The Corinth Police Department hosts an annual CSI Camp and Youth Mini-Academy that teaches teens ages 13-17 about the many different aspects of law enforcement. Students learn how to lift fingerprints, diagram a mock crime scene, cast a shoe print, and much more. The department partners with members from the Denton County Sheriff’s Office, Denton County Emergency Services, Dallas Fort Worth Airport Police, DEA, Care Flight, and Lake Cities Fire Department to bring a fun-filled and educated program to the teens of our community.

This agreement provides bus service for up to 50 passengers attending the camp during the summer and will automatically renew each October for an additional four years unless terminated.

Staff Recommendation/Motion

Staff recommends approval as presented.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORINTH AND
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT FOR BUS SERVICE**

This Agreement is entered into this date between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called “City”) and the Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called “LDISD”. Together, the City and LDISD shall be referred to as the “parties.”

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the act; and

WHEREAS, the City and LDISD have the authority to enter into this agreement under the Interlocal Cooperation Act (Chapter 791) of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities, and obligations of the City and LDISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. LDISD agrees to provide bus service for Corinth Police Department CSI Camp and Youth Mini-Academy during the summer in accordance with the provisions of this Agreement. The City shall not require bus services on or 5 days after the last instructional day of school and shall terminate bus services 5 days before the first instructional day of school for LDISD each year.

II. TERM OF THE AGREEMENT

- A. This agreement shall be effective immediately upon execution by both parties.
- B. The Agreement shall automatically renew on October 1 of each year for four (4) additional one year periods, unless terminated by either party in accordance with the provisions of the agreement.

III. RESPONSIBILITIES OF CITY

- A. CITY agrees to have students at the determined pickup location at the scheduled time.
- B. CITY agrees to remove all trash from the bus at the end of the trip.
- C. CITY agrees to be responsible for supervision of the students during the course of transportation.
- D. CITY agrees to provide 24 hours notice if an upcoming field trip is cancelled, resulting in no need for bus service that day. If notice is less than 24 hours, City will pay 2 hours pay.
- E. CITY agrees to coordinate with LDISD if a trip destination must be changed or cancelled due to weather or other exigent circumstances.
- F. CITY agrees to limit the number of bus passengers to 50.

IV. RESPONSIBILITIES OF LDISD

- A. LDISD agrees to have a bus at the prescribed locations and times.
- B. LDISD agrees to charge CITY only for actual trip time. Actual trip times includes 30 minutes for pre-trip and drive time to pick-up destination and 30 minutes for travel time back to LDISD Transportation and post-trip.
- C. LDISD agrees to provide an appropriately licensed and competent bus driver/operator for all trips.
- D. LDISD agrees to be responsible for the cleanliness, safety, and maintenance of the bus.
- E. LDISD agrees to coordinate with CITY if a trip destination must be changed or canceled due to weather or other exigent circumstances.

V. FEES AND PAYMENTS

- A. CITY agrees to pay LDISD \$40 per hour for services rendered throughout the summer no later than August 31 of each year.
- B. LDISD agrees to charge CITY only for actual trip time. Actual trip time includes 30 minutes for pre-trip and drive time to pick-up destination and 30 minutes for travel time back to LDISD Transportation and post-trip.
- C. LDISD will not charge CITY for any trips cancelled or not taken for any reason.
- D. LDISD reserves the right to increase the hourly fee rate by no more than 3% for each year that the Agreement is in effect. The CITY will be notified of the price increase no less than 90 days prior to the Agreement renewal date (October 1.)

VI. INSURANCE

LDISD shall provide to CITY documentation of its insurance coverages, said coverages to meet the approval of CITY. LDISD shall maintain, during the term of this agreement, workers' compensation insurance, general liability coverage, and vehicle liability coverage for its employees engaged in work under this agreement. Upon request, LDISD shall provide CITY with

Certificates of Insurance indicating such coverage prior to beginning any activities covered by this Agreement.

VII. AVAILABILITY OF FUNDS

All expenditures made by the parties in fulfilling their obligations hereunder shall be paid only from current revenues legally available to each party.

VIII. TERMINATION

This Agreement may be terminated by either party, at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination to the other party. No termination will relieve the obligation of CITY to pay LDISD for any amounts due for services performed prior to termination. This Agreement also may be terminated by either party by providing the other party no less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

IX. ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or subcontract any of its rights, burdens, duties, or obligations under this agreement without the prior written permission of the other party to the Agreement.

X. GENERAL PROVISIONS

- A. No waiver of a breach of any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of LDISD or on the next business day after mailing of said notice by United States mail, certified or registered mail, return receipt requested, to 104 Swisher Road, P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after mailing of said notice by United States mail, certified or registered mail, return receipt requested, to 3300 Corinth Parkway, Corinth, Texas 76208.

- E. The places for mailing notices for a party may be changed only upon written notice given to the other party in the manner prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between CITY and LDISD as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

XI. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including al expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

XII. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions, in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and LDISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies, or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates, or deadlines set forth in this Agreement.

CITY OF CORINTH

Bill Heidemann, Mayor

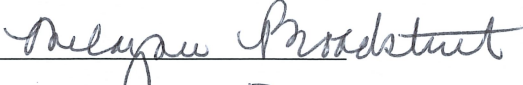
ATTEST:

Lana Wylie, City Secretary

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT



Mike Rockwood, School Superintendent

ATTEST:


Melaynee Broadstreet
Assistant to Superintendent



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Agreement Delinquent Tax Attorney Contract Extension
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission NA		

Item/Caption

Consider and act on an extension of the Delinquent Tax Collections Agreement with Sawko & Burroughs Attorneys at Law.

Item Summary/Background/Prior Action

In 2018, the City Council approved an agreement with Sawko & Burroughs Attorneys at Law to provide Delinquent Tax Collection services for the City of Corinth. The initial term of the contract was for a two-year period expiring September 30, 2022. The initial agreement also included provisions allowing for extensions not to exceed two (2) additional two-year periods upon approval by the City Council. Sawko & Burroughs Attorneys at Law have agreed to renew the agreement for the first additional two-year period to expire September 30, 2024.

Financial Impact

There is no financial impact to the City’s operating budget. Fees are paid directly to Sawko & Burroughs by delinquent taxpayers.

Staff Recommendation/Motion

Staff recommends approval of the contract extension with Sawko & Burroughs Attorneys at Law for the term expiring September 30, 2024.



City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

Phone: 940-498-3240
Fax: 940-498-7574
www.cityofcorinth.com

May 17, 2022

Via Regular First Class Mail

Sawko & Burroughs Attorneys at Law
Sawko & Burroughs, P.C.
1172 Bent Oaks Drive
Denton, TX 76210

Ref: Delinquent Tax Collections Contract Renewal dated March 5, 2018

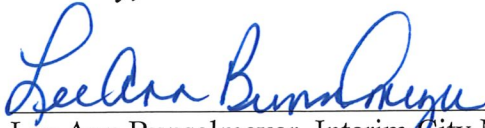
Dear Mr. Sawko and Mr. Burroughs:

The City of Corinth would like to renew its contract with Sawko & Burroughs Attorneys at Law for Delinquent Tax Collections. Upon approval by the City Council, this contract will be renewed through September 30, 2024, if agreed to by both parties, with all pricing, terms, and conditions remaining the same. There is one additional two-year renewal option once that term expires.


If your firm is in agreement, please sign a copy of this letter and return it to Katherine Lindsey.

If you have any questions, please call Katherine Lindsey at (940) 498-3243.

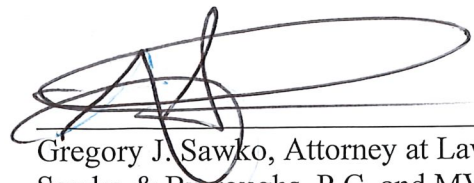
Sincerely,



Lee Ann Bunselmeyer, Interim City Manager
City of Corinth



Mark A. Burroughs, Attorney at Law
Sawko & Burroughs, P.C. and MVBA



Gregory J. Sawko, Attorney at Law
Sawko & Burroughs, P.C. and MVBA

IV.

Second Party agrees to file suit on and reduce to judgment and sale any property located within the First Party's taxing jurisdiction upon which First Party may assert or place a lien for taxes. The Second Party shall have the authority to procure on behalf of First Party the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of these costs as court costs as provided by Texas Property Tax Code Section 33.48.

V.

Second Party agrees to make progress reports upon request and shall advise First Party concerning delinquent accounts where an investigation reveals mitigating circumstances.

VI.

First Party agrees to pay to Second Party as compensation for services required hereunder the maximum allowable to be charged as additional penalty under Texas Property Tax Code Sections 33.08 and 33.11, or as attorney's fees charged as costs in a suit to collect a delinquent tax under Texas Property Tax Code Section 33.48, whichever is applicable, only upon collection and payment by the collector of taxes after the earliest dates for attachment of said penalty and/or costs prescribed in aforementioned statutes. All compensation provided for herein shall become the property of Second Party at the time of payment of the taxes, penalty, interest and costs to the collector of taxes that are subject to the terms of this contract. The collector shall pay over said funds monthly by check.

VII.

The effective date of this contract shall be March 5, 2018, or immediately upon termination of any existing delinquent tax collections contract binding First Party under §6.30 of the Texas Property Tax Code, whichever is earlier, and shall continue until September 30, 2022, unless First Party in its sole discretion elects to terminate same by giving Second Party thirty (30) days' prior written notice of termination; provided, however, that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided further that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. This contract may be extended for a period not to exceed two (2) additional two-year periods

upon approval by the Corinth City Council. The First Party, at its option, may solicit requests for proposals for a new professional services collection contract at any time with or without notice to the Second Party. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written.

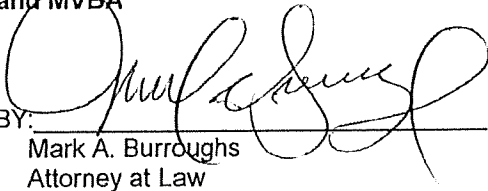
VIII.

If any portion of this contract is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the contract term.

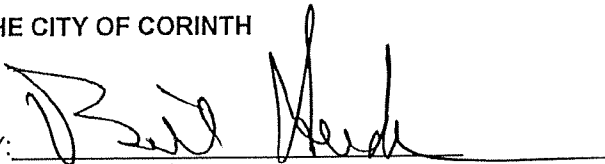
IX.

This contract is executed on behalf of First Party by the mayor or representative of its governing body who is authorized to execute this instrument by order heretofore passed this the 1 day of February, 2018 in the CITY OF CORINTH, Denton County, Texas.

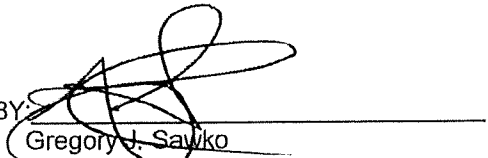
SAWKO & BURROUGHS, P.C.
and MVBA

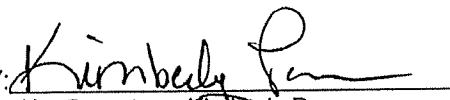
BY: 
Mark A. Burroughs
Attorney at Law

THE CITY OF CORINTH

BY: 
Mayor, Bill Heidemann

ATTEST:

BY: 
Gregory J. Sawko
Attorney at Law

BY: 
City Secretary, Kimberly Pence
CITY OF CORINTH

**SAWKO & BURROUGHS, P.C.
ATTORNEYS AT LAW**

IN ASSOCIATION WITH

**MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW**

EXECUTIVE SUMMARY

Sawko & Burroughs, P.C. Attorneys at Law, in association with McCreary, Veselka, Bragg & Allen, P.C., Attorneys at Law, appreciate the opportunity to provide a synopsis of our background and approach for the collection of delinquent property taxes to the City of Corinth. This document describes a broad-based, coordinated and fully integrated collection program which will maximize collection results for the City. We can afford to spend additional attorney and staff time for you in that we are the only law firm that also collect for Denton County, Lake Dallas ISD and Denton ISD which overlap the City’s tax accounts. We are therefore able to more efficiently and effectively concentrate resources to get your taxes resolved. Sawko & Burroughs’ law offices are located right on FM 2181, giving Corinth taxpayers a local, personal place to come and work out their tax issues.

Background and Experience in Denton County Collections

Attorneys for Sawko & Burroughs, a local Denton County law firm, have collected delinquent taxes in Denton County for over 30 years. Sawko and Burroughs currently collects delinquent taxes for the City of Denton, City of Lewisville, Lake Dallas ISD, Denton County and 16 other taxing jurisdictions within Denton County. No one has more experience collecting property taxes or have had more success doing so in Denton County than does Sawko & Burroughs and MVBA.

MVBA has been collecting delinquent taxes across the State of Texas for over 55 years, and has had an office in Denton County since 1979. MVBA currently serves as the delinquent tax law firm for 51 taxing jurisdictions within Denton County, including the County itself.

Every taxing entity has unique characteristics and tax-related issues. Knowing the City and its taxpayers as we do provides a distinct competitive advantage for our firms in the services we can provide..

Because Sawko & Burroughs and MVBA represent the overlapping School Districts and Denton County (and nearly all other taxing units in Denton County), we are able to offer more taxpayer convenience than any other law firm. If the Contract is awarded to Sawko & Burroughs and MVBA, Corinth’s taxpayers will only have to deal with one delinquent tax law firm, as opposed to a different firm for each taxing entity. They will only receive one letter, only have one law suit filed, only incur one set of court costs, and only have to negotiate with one law firm and staff for payout agreements and otherwise resolve their delinquent issues. This is also a unique competitive advantage we offer for taxpayers. The convenience of hiring Sawko & Burroughs and MVBA will increase collections and save your taxpayers unnecessary cost, confusion and frustration.

Local Office and Resources

Sawko & Burroughs' law office is located at 1172 Bent Oaks Drive, Denton, Texas (just past Robinson Road off FM 2181). It is managed by Mark Burroughs, who has been collecting delinquent taxes since 1982, and Greg Sawko who has been collecting delinquent taxes since 1994. Sawko & Burroughs employs 9 attorneys and staff, all of whom office in the building on FM 2181.

Corinth's taxes are collected by the Denton County Tax Office. MVBA maintains an office inside the Denton County Tax Office, located at 1505 E. McKinney Street, Denton, Texas 76209. The Denton County office is managed by Gilbert T. Bragg, who has been collecting delinquent taxes since 1978 and managing MVBA's Denton County office since 1979. Mr. Bragg is assisted by attorneys Matthew Tepper and Craig Morgan, each of who have over ten years' experience collecting delinquent taxes.

MVBA's Denton County office is staffed by four full time employees. These employees are located inside the Tax Office. This location is convenient for taxpayers who can talk with a representative of the law firm without leaving the tax office. Additionally, MVBA's full time staff has immediate access to all tax office files and personnel. This access allows us to resolve taxpayer issues quickly and efficiently. MVBA also has offices in various locations around the State.

The combination of a law office staffed with experienced local tax collection attorneys and a field office located inside the Denton County Tax Office provides the best local resources of any law firm. These resources provide maximum convenience to taxpayers and the best service to the City of Corinth itself.

Plan for Conferring With Corinth, Tax Office and Taxpayers

Sawko and Burroughs and MVBA commit to keeping the City well informed of the status of our delinquent tax program and the progress of our collection efforts. Our local offices allow us to provide immediate accessibility and attention to the needs of Corinth and its taxpayers.

We will present to the City Manager (or designee) and the City Council a written collection report upon request reflecting the current and delinquent tax collection rates, the status of the delinquent tax roll, and a summary of the collection procedures initiated to collect the delinquent taxes. We will also provide periodically a breakdown of your tax roll by property type (e.g. real, personal, mobile home, mineral) to help you analyze actual collectibles.

Our attorneys and staff members will confer on a regular basis with the Tax Assessor-Collector and the Tax Office staff to review work performed, discuss pending collection procedures and set collection goals.

Because we are local, we have attorneys and staff located in Denton County full time to address all taxpayer needs. No other law firm can offer this level of access, convenience and service to the taxpayers on behalf of the City, as no other firm has an experienced attorney-staffed local office which performs the collections services turnkey and in-house.

Tax Assessor-Collector

We have an excellent working relationship with the Denton County Tax Assessor-Collector, Michelle French, and the Tax Office Staff. With offices right at the Tax Office, members of our staff communicate with the Tax Collector's staff on a daily basis. There are innumerable material benefits of this bilateral relationship and location of offices. We coordinate every step in the collection process with Ms. French and her designated representatives.

Chief Financial Officer

Sawko and Burroughs and MVBA agree to make delinquent tax collection progress reports presentations to the City upon request as well. We are available for additional meetings on little or no notice, another inherent advantage of having local professional legal services available to you and your taxpayers.

City Council

Upon request and/or on a routine basis, we will present the above referenced reports in person to the City Council. We suggest that such a presentation be made at least annually to answer potential questions beyond the update. Members of the Firm are always available to speak to members of the City Council and City staff individually.

Taxpayers

We communicate with taxpayers in a variety of ways. Before filing a lawsuit or issuing a tax warrant, letters are sent, personal visits are made, and/or phone calls are made to insure that the property owner knows that taxes are delinquent and owed. Our experience shows that these efforts are often more successful than filing a lawsuit or executing a tax warrant, although if no response is received over time, suits and aggressive enforcement may become inevitable to achieve the necessary result for the City.

Additionally, our two offices have 13 full-time employees available locally, including bilingual staff. Each is able to respond to any taxpayer inquiry whether it is made by phone, e-mail, or in person at either of our Denton County locations. This is the most taxpayer-friendly approach possible.

Overview of Proposed Collection Services

The following is a synopsis of the procedures which will be utilized to collect delinquent taxes in Corinth. Upon award of the contract, Sawko and Burroughs and MVBA will discuss with City officials the best way to tailor our collection program to meet the needs of the City and discuss any additional services Corinth may desire.

This Tax Collection Program for the City of Corinth will:

- Maximize tax revenues;
- Collect delinquent accounts quickly and efficiently;
- Increase public awareness that property taxes must be paid, resulting in a higher current tax collection rate;
- Minimize negative taxpayer reaction by providing ready access to expert staff and tax attorneys to address any issues and concerns.

Tax Roll Analysis

Sawko and Burroughs and MVBA will critically review the delinquent tax roll to identify particular segments of the delinquent tax roll that require immediate attention and to devise a strategy for initiating appropriate collection procedures. Our program identifies tax accounts subject to pending suits, bankruptcy, installment agreements, hardships, incorrect addresses or statute of limitations concerns. We will also determine the distribution of dollars by tax year with respect to real, business personal property

and manufactured home categories. This analysis allows us to formulate a collection program specific to areas of concern.

Our software automatically generates a substantial delinquent list in sequence of total to identify large delinquencies, particularly those involving business personal property, which need immediate attention.

Taxpayer Notification

Notifying the taxpayer of the delinquency is a critical part of our collection program. Many times the account is delinquent because the taxpayer believes there is no serious consequence to not paying the taxes. However, when a delinquent property owner receives notification on law firm letterhead, the taxpayer quickly becomes aware of the legal ramifications of non-payment. We utilize letters and telephone calls to notify the delinquent property owners of their tax liability.

Written Notification

We mail a series of letters to inform delinquent property owners that Sawko and Burroughs and MVBA have been retained to collect the delinquent property taxes and requests immediate payment. We will also mail all required notices for the imposition of the collection penalty provided by Sections 33.07, 33.08 and 33.11 of the Property Tax Code as may be necessary.

Property Title Research

We conduct a comprehensive title examination on each tract of real property and perform ownership verification on personal property before a tax suit is filed. Our research confirms the person shown on the tax roll is the true owner of the property on which there is a tax delinquency, and provides a proper legal description of the property. All liens on the property, including federal and state tax liens and abstract of judgment liens, as well as those held by individuals and financial institutions as a result of mechanics liens are identified and the holders of those interests are notified of the existence of the property tax first priority lien and its implications.

Nationwide Address Research

Often taxes remain unpaid due to individuals not receiving notification of the delinquency. Therefore, we contract with several proprietary online database companies to conduct exhaustive nationwide address research on returned mail and unknown addresses to provide updated addresses and phone numbers for property owners. We have realized a significant increase in our ability to locate delinquent taxpayers and the client to receive payment of the delinquent taxes.

Litigation

We systematically file delinquent tax lawsuits to expedite payment of taxes to the City of Corinth.

- *Our computer system consolidates accounts for efficient collection of a taxpayer's accounts as well as proficient lawsuit filing procedures. This allows our legal staff to identify and work all of a taxpayer's accounts and file a single lawsuit versus a lawsuit for each account.*
- *Abstracts of Judgments will be filed creating a judgment lien against the taxpayer's non-exempt real property thus offering another opportunity for Corinth to receive payment.*
- *Writs of Execution may be issued to seize and sell the taxpayer's non-exempt real and business personal property.*
- *Tax Warrants will be issued to seize and sell business personal property.*

Installment Payment Agreements

Sawko and Burroughs and MVBA will negotiate and enter into installment agreements for the City. If a taxpayer defaults on a payment agreement, we notify the taxpayer and proceed with collections processes. This helps the City maintain a steady flow of income and shows good will to the community that taxpayers have the opportunity to make installment payments when the situation warrants such an agreement.

Sale of Property

Only after numerous attempts to resolve each unpaid tax, Sawko and Burroughs and MVBA actively pursue the collection of property taxes through tax sales. Such sales of property sends a critical message to taxpayers that actions are being taken to collect delinquent taxes. This minimizes future delinquencies and protects those who may their taxes timely. Tax sales are conducted after judgments authorizing the foreclosure of the tax liens on property are obtained from the Court. We prepare all necessary documentation ordering the Sheriff or Constable to conduct a public sale of the property on the front steps of the Courthouse. We have a Notice of Sale published in the local newspaper and send Notices of Sale to the property owner(s) and any lienholders on the property. **A list of tax sale properties may be accessed by the public on our website at www.mybalaw.com.** This website gives potential bidders a description of the property to be sold, the minimum bid requirement and other pertinent information regarding tax sales.

On the day of the sale, we assist the Sheriff or Constable in conducting the tax sale and collecting the proceeds of the sale. We draft the deeds for the signature of the Sheriff or Constable. We also complete the Sheriff's or Constable's Return on the Order of Sale and provide instructions for the distribution of the proceeds of the tax sale to the District Clerk for payment of the court costs incurred and to the tax office to be applied to the tax delinquency.

Often, a property owner will pay the delinquent taxes prior to the sale date or enter into an acceptable installment payment plan. All installment payment plans are monitored for compliance. If a default is made on an installment payment plan, the property is again posted for sale.

There may be property that does not receive the minimum bid required at the tax sale. In such instances, pursuant to the provisions of the Texas Tax Code, the property is bid "in trust" to one of the taxing units which levies taxes on the property. After the deed is recorded conveying the property to the trustee taxing unit, "in trust", we coordinates in the prompt resale of "trust" property. Usually, "trust property" is sold at a Sheriff's or Constable's resale as authorized by section 34.05(c) and (d) of the Property Tax Code. Sheriff or Constable's resales of trust properties are often held in conjunction with the next regular tax sale on the first Tuesday of the month. By holding the tax resale at the same time as the regular tax sale, the trust properties are again advertised in the newspaper and on our website. Persons owning property adjacent to trust properties are notified of the resale of the trust properties.

Publication costs and attorney ad litem fees incurred in processing property tracts for tax sale are paid by Sawko and Burroughs and MVBA as may become necessary. We realize that we receive no more attorney's fees by doing all of this work, but in some cases a tax sale is the only way to clear title, collect the taxes and put a stagnant property into a productive basis.

Early Collection of Business Personal Property

It is important to begin the collection of delinquent business personal property taxes as soon as possible because of the possibility that businesses owing these taxes will liquidate, or the property against which the taxes are assessed will be sold or removed before collection procedures are initiated. Accordingly, Sawko and Burroughs and MVBA will collect delinquent personal property taxes beginning about April 5th of each year as opposed to July 1st of each year with the delinquent property owner paying for the cost of collection under Section 33.11 of the Property Tax Code. We will give the appropriate notification, by certified mail as required, to the property owners to allow early collection of the business personal property. Because we are located here, we can and do personally drive out to businesses to check their status as we proceed.

Tax Warrants for Seizure of Business Personal Property

Sawko and Burroughs and MVBA aggressively collect delinquent business personal property taxes. The Texas Tax Code provides for the seizure and sale of delinquent business personal property through the utilization of tax warrants. However, we take a number of steps prior to the seizure and sale of business personal property pursuant to a tax warrant.

- We contact the business by telephone or in person to notify the business owner that a tax warrant may be issued to collect delinquent business personal property taxes.
- We research the UCC-1 filings with the Secretary of State to identify lienholders on the business personal property.
- We deliver by facsimile or email a “notice of intent to seize property” letter to the business owner and to the UCC-1 lienholder.
- We conduct an onsite inspection of the business to determine the amount and type of business personal property which may be available for seizure. During the onsite inspection, an attempt is made to speak to the owner of the business to emphasize the necessity of prompt payment of the delinquent taxes.

The above pre-tax warrant procedures usually result in payment or at the very least, a substantial partial payment with the balance paid in full shortly thereafter.

If a tax warrant is required to collect the delinquent taxes, Sawko and Burroughs and MVBA coordinate with the sheriff or constable regarding issues of storage and safekeeping of seized business personal property until a sale of the business personal property may be conducted.

Complete Bankruptcy Representation

We provide nationwide bankruptcy representation to protect our client’s interests. Our experienced bankruptcy staff is currently actively pursuing and monitoring over 10,000 cases. The following is a brief over view of our services:

We have a staff dedicated solely to representing our clients in bankruptcy matters. Because we have a full time staff of attorneys and paralegals devoted exclusively to bankruptcy matters, MVBA has the experience and expertise required to maximize the collection of the taxes due our clients.

Our firms file proofs of claim or administrative claims, track bankruptcy proceedings closely, file necessary objections and motions, and attend hearings in Bankruptcy Courts throughout the state and across the nation to protect our clients’ interests.

Overview of Proposed Additional Services

Complete Legal Representation

As part of our collection program, Sawko and Burroughs and MVBA will advise Corinth on legal issues that arise in the process of delinquent tax collections. We will further provide additional services that the Tax Assessor-Collector or the tax office staff may deem necessary to expedite and enhance the collection of delinquent taxes.

We also provide our clients with legislative updates and legal opinions on property tax law and appraisal matters.

Truth-In-Taxation/Tax Rate Adoption

Sawko and Burroughs and MVBA provide legal representation to help navigate the complex intricacies of truth-in taxation. Our experts are available to answer questions and provide advice regarding calculating effective and rollback tax rates, publishing tax rate information or any other aspect of truth-in taxation.

School District Taxable Value Audit

Upon request of the City, each year Sawko and Burroughs and MVBA will prepare a Request for City Taxable Value Audit pursuant to the provisions of Section 403.302 (h) of the Government Code. MVBA will prepare all necessary forms and supporting schedules and data. This service is offered at no additional charge.

Appeal of Property Value Study

Upon request MVBA shall represent Corinth in the administrative and judicial appeal of the annual Property Value Study conducted by the Texas Comptroller of Public Accounts. We shall receive no additional compensation for the appeal of the Property Value Study.

Legislative Assistance

Sawko and Burroughs and MVBA can represent the general interest of our clients before the Texas Legislature. We are available to draft legislation to be submitted to the Texas Legislature. We are available to assist your legislators by testifying before the appropriate committee of the Texas Legislature on issues within our expertise and of import to the City of Corinth.

Finally, because we have principal offices and resources based here in Denton County, we have an additional stake in assuring complete client/taxpayer satisfaction that the services we provide are the best available. We live and work here, and we have a hard-won reputation for fairness and excellence to protect. You would be an important client for us given our commitment in Denton County.



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Purchase Access Control and Video Surveillance – Lake Sharon Pump Station
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on the purchase and installation of 11 security cameras from DAC to remotely monitor the Lake Sharon Pump Station, utilizing ARPA funds, in an amount not to exceed \$74,980, and authorizing the Interim City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

As part of the EPA Safe Drinking Water Act it is the responsibility of the owner to ensure that water quality surveillance and response systems are in place to deter water quality incidents that have public health and economic consequences. These cameras will provide physical security monitoring to comply with EPA and TCEQ requirements. DAC will provide and install the equipment listed below per Choice Partners Contract.

Financial Impact

This purchase was approved with the American Relief Plan Funding.

Staff Recommendation/Motion

Approve as presented.



QUOTE

Texas Security License B16589
Choice Partners Contract 21/031KN-17

Michael Gonzales
1179 Corporate Dr., West
Suite 107
Arlington, TX 76006
mgonzales@dac-inc.com
Mobile 214-843-5727

TO Cesar Balderas
DATE March 14, 2022
CUSTOMER ID City of Corinth
QUOTE IDENTIFIER Public Works Lake Sharon - Access Control and Video Surveillance
PROPOSAL # 211215R2MG

SCOPE OF WORK

DAC will provide and install the equipment listed below per Choice Partners Contract. DAC will provide and install 11 Avigilon cameras per drawing, DAC will add conduit to all new locations and utilize existing conduit to existing cameras. DAC will provide and install an Avigilon 16-port video appliance in the existing wall mounted rack and connect 11 cameras directly to the poe ports, DAC will provide and install conduit to each new camera location on the interior and exterior of the building. DAC will repair conduit from building to existing exterior pole cameras to be replaced. DAC will provide and install a wireless card reader at the gate and connect it to an DNA fusion controller at the rack, DAC will provide and install 2 card readers at the entrance door the service door on the front of the building, DAC will provide conduit from the rack to each door and reader. DAC will install power supply to power new electric door hardware. The city to provide a datadrop.

Qty-Hours	Tracking	Description-	MSRP Price	% Discount Multiplier	CP Price	Price Extension
88.00	PART #	ACC ENTERPRISE SMART PLAN 1 YEAR	\$ 32.10	95%	\$ 30.50	\$ 2,683.56
1.00	PART #	HD Video Appliance, 16-Port, 6TB, NA SKU VMA-AS3-16P06-NA	\$ 4,642.82	95%	\$ 4,410.68	\$ 4,410.68
11.00	PART #	ACC 7 Enterprise camera channels	\$ 316.51	95%	\$ 300.68	\$ 3,307.53
5.00	PART #	2.0C-H5SL-B01-IR 2MP H5SL Bullet Camera with 3.1-8.4mm Lens	\$ 578.88	95%	\$ 549.94	\$ 2,749.68
8.00	PART #	H4-BO-JBOX1	\$ 100.19	95%	\$ 95.18	\$ 761.44
2.00	PART #	SKU 9C-H4A-3MH-270 3x 3MP H4 Multisensor Camera Module with 2.8mm Lens	\$ 1,843.37	95%	\$ 1,751.20	\$ 3,502.40
2.00	PART #	SKU H4-MT-CRNR1 CORNER MOUNT ADAPTER	\$ 100.19	95%	\$ 95.18	\$ 190.36
2.00	PART #	SKU H4AMH-AD-PEND1 PENDANT MOUNT ADAPTER	\$ 178.11	95%	\$ 169.20	\$ 338.41
2.00	PART #	SKU H4AMH-AD-IRIL1 IR ILLUMINATOR RING	\$ 367.36	95%	\$ 348.99	\$ 697.98
2.00	PART #	OUTDOOR SMOKE DOME COVER FOR H4 MULTISENSOR SKU H4AMH-DO-COVR1-SMOKE	\$ 178.11	95%	\$ 169.20	\$ 338.41
3.00	PART #	SKU POE-INJ2-60W-NA POE++ INJECTOR, 60W, NA	\$ 166.98	95%	\$ 158.63	\$ 475.89
1.00	PART #	2.0C-H5A-PTZ-DP36 - PTZ	\$ 2,962.06	95%	\$ 2,813.96	\$ 2,813.96
1.00	PART #	IRPTZ-MNT-WALL1	\$ 178.11	95%	\$ 169.20	\$ 169.20
3.00	PART #	2.0CH5A-B02-IR BULLET 9-22mm Long Range	\$ 1,157.98	95%	\$ 1,100.08	\$ 3,300.24
3.00	PART #	H4-MT-POLE1 for outdoor pole cameras 2x	\$ 100.19	95%	\$ 95.18	\$ 285.54
2.00	PART #	DNA-SC-1 - OPEN OPTIONS CONTROLLER LICENSE	\$ 109.00	84%	\$ 91.56	\$ 183.12
1.00	PART #	DCONTROLLER OPEN OPTIONS CONTROLLER	\$ 2,067.00	84%	\$ 1,736.28	\$ 1,736.28
1.00	PART #	NSC200 - 2 DOOR UNIT	\$ 1,409.00	84%	\$ 1,183.56	\$ 1,183.56
2.00	PART #	CARD READER 920PTNNEK00000	\$ 350.00	84%	\$ 294.00	\$ 588.00
1.00	PART #	CARD READER WITH KEYPAD 921PTNNEK0004J - GATE	\$ 606.00	84%	\$ 509.04	\$ 509.04
2.00	PART #	REX MOTIONS	\$ 140.00	84%	\$ 117.60	\$ 235.20
3.00	PART #	DOOR CONTACTS SURFACE	\$ 45.00	84%	\$ 37.80	\$ 113.40
1.00	PART #	C2400-1DK KIT radio kit to signal panel to reader at GATE	\$ 1,216.00	84%	\$ 1,021.44	\$ 1,021.44
1.00	PART #	SUPERSTRUT FRAMING BASE CONNECTORS SPRING NUTS	\$ 150.00	84%	\$ 126.00	\$ 126.00
1.00	PART #	VR1T ADI # AX-VR1T Model # VR1T POWER FROM OPERATOR TO C2400	\$ 52.00	84%	\$ 43.68	\$ 43.68
1.00	PART #	POWER SUPPLY AL400ULACM	\$ 374.00	84%	\$ 314.16	\$ 314.16
1.00	PART #	ELECTRIC LEVERS	\$ 1,260.00		\$ -	\$ 1,260.00
1.00	PART #	MOTOR KIT CONVERSION FOR VON DUPRIN RIM BAR	\$ 1,150.00		\$ -	\$ 1,150.00
1.00	PART #	CONDUIT INDOOR AND POLE			\$ -	\$ 31,211.38
					\$ -	\$ -
1.00	LABOR	Install and configure/ On-site support				\$ 6,714.84
1.00	ADJUSTMENT	Shipping, Misc Consumables, Warranty,				\$ 2,133.00
664.00	SHIPPING	Shipping Insurance .65 per \$100			\$ 0.65	\$ 431.60
						\$ -
						\$ 65,700.56
						\$ 9,279.44
						\$ 74,980.00

Respectfully,

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727
Security * Access Control * Video Surveillance
1179 Corporate Dr. West, Suite 107, Arlington, TX 76006



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Ordinance I-35 Speed Limits
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an ordinance, altering the speed limits on I-35E main lanes to 70 miles per hour (mph) within the City of Corinth; authorizing the Texas Department of Transportation (TxDOT) to cause the erection of signs providing notice of the new speed limits; providing a penalty for violation; providing for publication; and providing an effective date.

Item Summary/Background/Prior Action

In November 2021, TxDOT maintenance staff inadvertently installed 70-mph signs on I-35E main lanes within the City of Corinth limits. City Staff contacted the Denton TxDOT Area Office and determined they changed some signs on 10/28/21 and others on 11/16/21. The TxDOT District Office required the signs to be changed back to 65-mph. TxDOT then performed a speed study and determined that 70-mph was within the 85th percentile speed.

The 85th percentile speed is the speed at or below which 85 percent of the drivers travel on a road segment. Motorists traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions. The speed limit is normally set at the nearest value to the 85th percentile speed ending in 5 or 0. The posted limit may be lowered up to 10-mph below the 85th percentile speed if some of the following conditions are present: pavement width of 20 feet or less, curves and hills, hidden driveways and other developments, high number of driveways, crash history, rural residential or developed area, and lack of striped or improved shoulders.

There are disadvantages to setting speed limits far below the 85th percentile speed. If reasonable drivers see an unreasonably low speed limit without seeing a need to drive that slowly, they tend to ignore the signs and develop disrespect for speed limits in general. When a speed limit is set below the 85th percentile, law enforcement officials must deal with reasonable people being ticketed for exceeding the posted limit as well as motorists who drive too fast.

TxDOT reviewed the I-35E corridor and realized that only in Corinth and part of Denton was the speed limit set to 65-mph. Therefore, a speed study was performed on January 26, 2022, confirming that 70-mph would be the recommended speed limit for the corridor.

TxDOT confirmed with City Staff that we would be in concurrence. In discussions with the City Manager, it was determined that the best course of action would be to ensure consistency throughout the I-35E corridor and confirm the 70-mph speed limit.

On May 26, 2022 the Texas Transportation Commission confirmed and approved the 70-mph speed limit. TxDOT is asking for the City of Corinth’s concurrence with this speed limit whether in a resolution or in some other way. When looking through our speed limits in the Code of Ordinances, there is a speed limit set for I-35E of 65-mph. While the roadway is TxDOT’s to set the speed, we have prepared an ordinance to amend the speed limit from 65-mph to 70-mph to be in line with the TxDOT action.

The last speed limit change on I-35E main lanes was January 2018.

These recommended speed limits are in conformance with state law and industry standards for establishing speed limits.

Financial Impact

TxDOT will be responsible for installing and maintaining the additional 70-mph speed limit signs.

Staff Recommendation/Motion

Motion to approve an ordinance, altering the prima facie speed limits on certain streets within the City of Corinth; authorizing TxDOT to cause the erection of signs providing notice of the new speed limits.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE UPON THE MAIN LANES OF INTERSTATE HIGHWAY 35 EAST LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CORINTH; AMENDING SECTION 70.01, “SPEED LIMITS”, OF CHAPTER 70, “TRAFFIC RULES”, OF TITLE VII, “TRAFFIC CODE”, OF THE CITY OF CORINTH CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A REPEALING/SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Corinth, Texas, (“City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the Texas Department of Transportation, (“TxDOT”), completed a speed zone study on IH-35E within the City limits on January 26, 2022, showing speeds which are reasonable or safe under the conditions found then to exist on IH-35E, (the “TxDOT Study”); and

WHEREAS, the Texas Transportation Commission, (“COMMISSION”), issued a Minute Order regarding IH-35E within the City limits on May 26, 2022, approving a 70 mile per hour speed limit which are reasonable or safe under the conditions found then to exist on IH-35E, (the “MINUTE ORDER”); and

WHEREAS, the City Council desires to change the current prima facie speed limits on IH-35E to the speed limits in conformance with the results of the TxDOT Study and MINUTE ORDER to better protect the convenience, health, safety, and welfare of the residents of the City and of the motoring public; and

WHEREAS, the Texas Transportation Code Section 545.356 provides that whenever the City’s governing body determines on the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than reasonable and safe under the conditions found to exist on any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may then determine and declare a reasonable and safe prima facie speed limit by the passage of an ordinance effective when signs giving notice thereof are erected on the street or highway; and

WHEREAS, the City Council finds and determines, based upon information received from the TxDOT Study, that the prima facie speed limits on IH-35E located in the City limits, whether now or annexed in the future would be safer if altered; and

WHEREAS, the City previously adopted Ordinance Nos. 84-2-21-4, 12-10-18-21, 18-

09-20-29, 19-02-21-08, and 21-04-15-12 to regulate the speed limits on streets and highways within the City; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, THAT:

SECTION 1: Findings Incorporated.

That the findings above are incorporated herein in their entirety.

SECTION 2: Code of Ordinances Amended.

Section 70.01, “Speed Limits”, of Chapter 70, “Traffic Rules”, of Title VII, “Traffic Code”, of the City of Corinth Code of Ordinances is hereby amended as follows (with additions being reflected as underscored and removals being reflected as ~~strikethrough~~):

Section 70.01 - Speed Limits.

...

Street	Description	MPH
...		
Indian Lake Trl.	In its entirety	25
Interstate 35 East	Stemmons Freeway, main lanes, <u>in its entirety located within the city limits</u>	65 <u>70</u>
Interstate 35 East - Northbound Service Rd.	Stemmons Freeway, East Service Road	50
Interstate 35 East - Southbound Service Rd.	Stemmons Freeway, West Service Road	50
...		

SECTION 3: Authorization to Erect Signs.

The Mayor of the City of Corinth is hereby authorized to cause to be erected appropriate signs indicating the amended speed zones, such signs to be furnished and installed by TxDOT.

SECTION 4: Repealing/Savings Clause.

All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from being commenced for any violation if

occurring prior to the repeal of the Ordinance. Any remaining provisions shall remain in full force and effect.

SECTION 5: Severability.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and clause effect. The City hereby, declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more section, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 6: Penalty.

Any person found guilty of violating this Ordinance as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Hundred Dollars (\$200.00). Corinth retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Effective Date.

This Ordinance shall take effect immediately upon and after its passage as provided by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 7th day of July, 2020.

Bill Heidemann, Mayor

Attest:

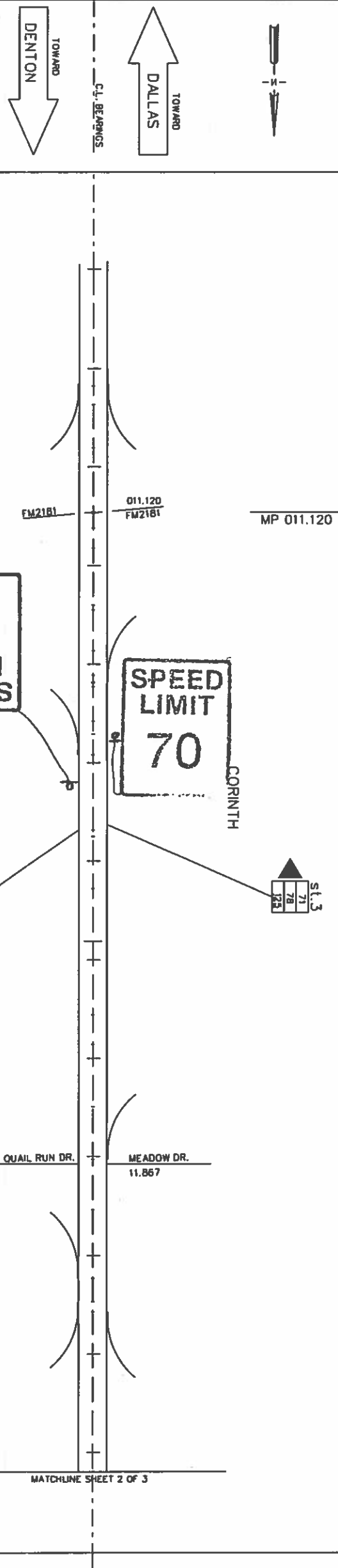
Lana Wylie, City Secretary

Approved:

Patricia A. Adams, City Attorney

IH 35E MAIN LANES

DEVELOPMENT	
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2'	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	
R.O.W. AND ROBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (M.P.H.)	
ZONE SPEEDS (M.P.H.)	



EXISTING SPEED	
ZONE SPEEDS (M.P.H.)	
ZONE LENGTHS (MILES)	
ACCIDENTS	
R.O.W. AND ROBD. WIDTH	
SURFACE WIDTH AND TYPE	
GRADES OVER 3%	
CURVES OVER 2'	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	
DISTRICT: DALLAS	
COUNTY: DENTON	
HIGHWAY: IH 35E	
DATE OF STUDY 01-26-22	
CITY: CORINTH	
SCALE 1" = 0.1 MILES	

LIMITS OF ZONE	
SECTION ONE	SECTION TWO
STA. OR M.P.	STA. OR M.P.
CONT. AND SECT.	CONT. AND SECT.
PROJECT	PROJECT
DATE	DATE
REPLACES	REPLACES
CANCELLED BY	CANCELLED BY
DATE	DATE

SECTION ONE	LENGTH	MILES	SECTION TWO	LENGTH	MILES
STA. OR M.P.			STA. OR M.P.		
CONT. AND SECT.			CONT. AND SECT.		
PROJECT			PROJECT		
DATE			DATE		
REPLACES			REPLACES		
CANCELLED BY			CANCELLED BY		
DATE			DATE		

SPEED ZONE

CONT. 0196 SEC. 01

LIMITS: CORINTH CITY LIMITS

4 Lanes, B-10' Shoulder, Divided

70 MPH

65 MPH

70 MPH

11.34

71
71
77
125

71
71
78
125

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
○ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

— INDICATES SECTION ZONED BY COMMISSION MANUATE

▲ SIGNALIZED INTERSECTION

○ TRIAL RUN

SPEED STUDY

DENTON COUNTY

IH 35E

SHEET 1 OF 3

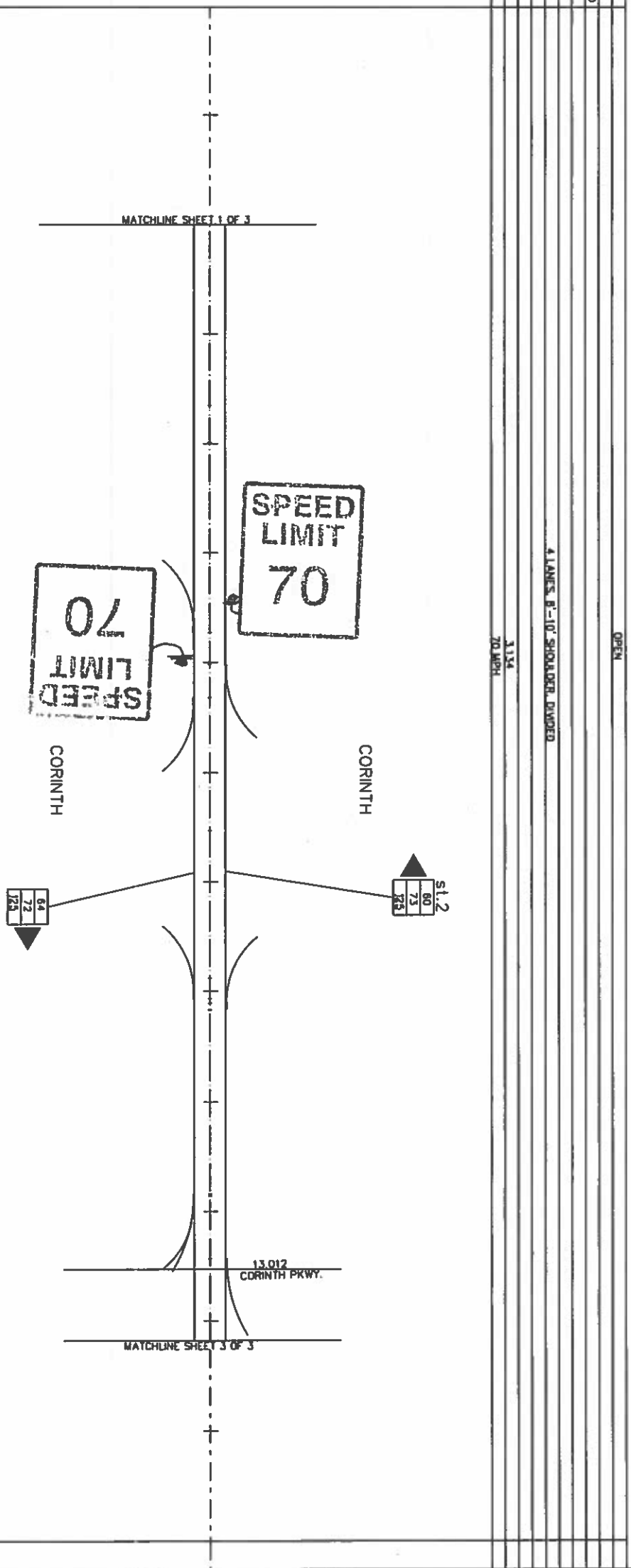
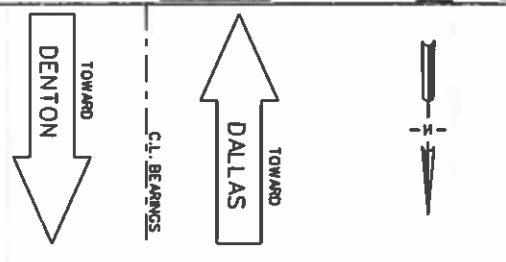
Texas Department of Transportation

DATE	BY	CHECKED

IH 35E MAIN LANES

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND ROAD WIDTH
ACCIDENTS
ZONE LENGTHS (M.P.H.)
ZONE SPEEDS (M.P.H.)

OPEN
4 LANES, 8'-10" SHOULDER, DIVIDED
1134
70 MPH



EXISTING SPEED
ZONE SPEEDS (M.P.H.)
ZONE LENGTHS (MILES)
ACCIDENTS
R.O.W. AND ROAD WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2°
BALL BANK OR ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

COUNTY: DENTON
CITY: CORINTH
SCALE 1" = 0.1 MILES
LIMITS OF ZONE
MINUTE NO. 1
REPLACES 1
REPLACED BY 1
CANCELLED BY 1
DATE
DATE
DATE
DATE

65 MPH
70 MPH
1134
4 LANES, 8'-10" SHOULDER, DIVIDED
OPEN

SECTION ONE
STA. OR M.P.
D + 00
M.P.
0 + 00

LENGTH
MILES
CONT. AND SECT.
PROJECT
SECTION TWO
STA. OR M.P.
M.P.
M.P.

LENGTH
MILES
CONT. AND SECT.
PROJECT
SECTION ONE
STA. OR M.P.
M.P.
M.P.

- ▲ 85 PERCENTILE SPEED
- ▲ 75 TOP SPEED MEASURED
- ▲ 70 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- ▲ SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

CONT. 0196 SEC. 01
LIMITS: CORINTH CITY LIMITS

Texas Department of Transportation

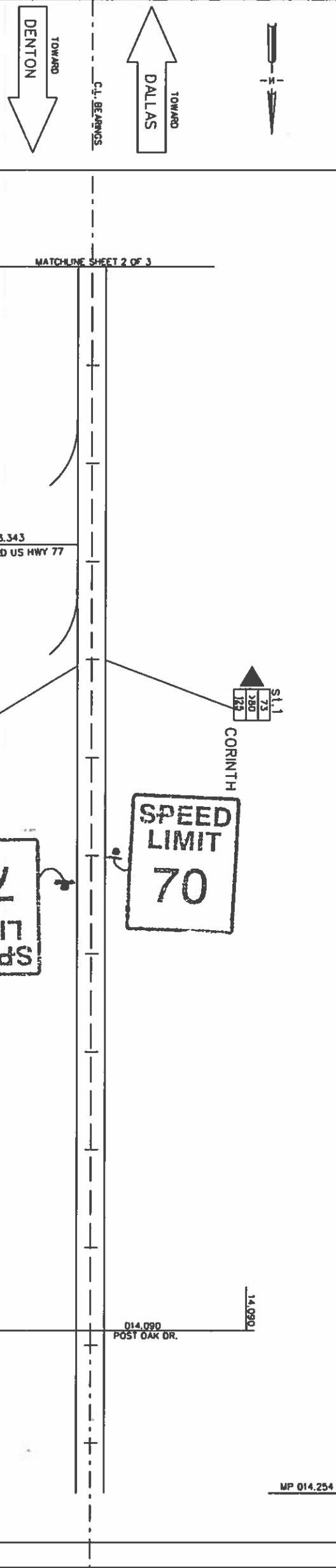
SPEED STUDY
DENTON COUNTY
IH 35E

SHEET 2 OF 3

DATE	BY	PROJECT NO.	SHEET NO.
STATE	COUNTY		

IH 35E MAIN LANES

DEVELOPMENT	RES. SIGHT DISTANCE	BALL BANK OR ADVISORY SPEED	CURVES OVER 2°	SURFACE WIDTH AND TYPE	R.O.W. AND ROBD. WIDTH	ACCIDENTS	ZONE LENGTHS (MILES)	ZONE SPEEDS (M.P.H.)
							4 LANES, 8'-10" SHOULDER, DIVIDED	3.134 70 MPH



EXISTING SPEED	65 MPH	70 MPH	3.134
ZONE SPEEDS (M.P.H.)			
ZONE LENGTHS (MILES)			
ACCIDENTS			
R.O.W. AND ROBD. WIDTH			
SURFACE WIDTH AND TYPE			
CURVES OVER 2°			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT			
DISTRICT: DALLAS	COUNTY: DENTON	AMATE NO.:	DATE: / /
HIGHWAY: IH 35E	CITY: CORINTH	REPLACES:	DATE: / /
DATE OF STUDY 01-26-22	SCALE 1" = 0.1 MILES	CANCELLED BY:	DATE: / /

LIMITS OF ZONE			
SECTION ONE	LENGTH	MILES	SECTION TWO
STA. OR M.P.	CONT. AND SECT.	PROJECT	STA. OR M.P.
BEGINS			BEGINS
ENDS			ENDS

SPEED ZONE

CONT. 0196 SEC. 01

LIMITS: CORINTH CITY LIMITS

43 85 PERCENTILE SPEED
 62 TOP SPEED MEASURED
 125 NUMBER OF CARS CHECKED

FAIRLY ACCIDENT
 PERSONAL INJURY ACCIDENT
 PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MANUTE
 SIGNALIZED INTERSECTION
 TRIAL RUN

SPEED STUDY
DENTON COUNTY
IH 35E

SHEET 3 OF 3

Texas Department of Transportation

DATE	BY	PROJECT NO.	SHEET NO.
01/26/22

TEXAS TRANSPORTATION COMMISSION
MINUTE ORDER

VARIOUS Counties

VARIOUS Districts

Transportation Code, §545.352 establishes prima facie reasonable and prudent speed limits for various categories of public roads, streets and highways.

Transportation Code, §545.353 empowers the Texas Transportation Commission (commission) to alter those prima facie limits on any part of the state highway system as determined from the results of an engineering and traffic investigation conducted according to the procedures adopted by the commission.

The Texas Department of Transportation (department) has conducted the prescribed engineering and traffic investigations to determine reasonable and safe prima facie maximum speed limits for those segments of the state highway system shown in Exhibits A and B.

Exhibit A lists construction speed zones in effect when signs are displayed within construction projects. The completion and/or acceptance of each project shall cancel the provision of this minute order applying to said project and any remaining construction speed zone signs shall be removed.

Exhibit B lists speed zones for sections of highways where engineering and traffic investigations justify the need to alter the speeds.

It has also been determined that the speed limits on the segments of the state highway system, previously established by the commission by minute order and listed in Exhibit C, are no longer necessary or have been incorporated by the city which has the authority to set the speed limits on these sections of the highway.

IT IS THEREFORE ORDERED by the commission that the reasonable and safe prima facie maximum speed limits determined in accordance with the department's "Procedures for Establishing Speed Zones" and shown on the attached Exhibits A and B are declared as tabulated in those exhibits. The executive director is directed to implement this order for control and enforcement purposes by the erection of appropriate signs showing the prima facie maximum speed limits.

IT IS FURTHER ORDERED that a provision of any prior order by the commission which is in conflict with a provision of this order is superseded to the extent of that conflict, and that the portions of minute orders establishing speed zones shown on the attached Exhibit C are canceled.

Submitted and reviewed by:

Recommended by:

DocuSigned by:
Michael A. Chacon, P.E.
0007FD0C5CEC408
Director, Traffic Safety Division

DocuSigned by:
Michael D. Williams
001036AE104740E
Executive Director

116249 May 26, 2022

Minute Number Date Passed

CONSTRUCTION SPEED ZONES

County (City)	Highway Control Section Project	BEGIN	Limits MP-Milepoint	END	Length (Miles)	Const. Speed (MPH)
<i>Abilene District</i> Scurry	US 180 296-1 F 2022(243)	MP 1.939	MP 9.915	MP 9.915	7.976	60
	IH 20 6-5 C 6-5-117	MP 8.969	MP 11.636	MP 11.636	2.667	60
	IH 20 6-6 C 6-6-106	MP 1.062	MP 9.129	MP 9.129	8.067	60
Taylor	IH 20 6-6 C 6-6-106	MP 9.129	MP 9.338	MP 9.338	0.209	60
<i>Austin District</i> Bastrop	FM 20 115-4 BR 2022(642)	MP 12.448	MP 12.619	MP 12.619	0.171	50
	IH 45 675-2 F 2022(074)	MP 0.000	MP 0.206	MP 0.206	0.206	60
<i>Bryan District</i> Freestone	IH 45 675-3 F 2022(074)	MP 11.783	MP 11.883	MP 11.883	0.100	60
	IH 45 675-3 F 2022(074)	MP 11.883	MP 25.580	MP 25.580	13.697	60
Leon (Centerville)	IH 45 675-3 F 2022(074)	MP 25.580	MP 27.184	MP 27.184	1.604	60

CONSTRUCTION SPEED ZONES

County (City)	Highway Control Section Project	BEGIN	Limits MP-Milepoint	END	Length (Miles)	Const. Speed (MPH)
Bryan District Leon	IH 45 675-3 F 2022(074)	MP 27.184	MP 28.569	MP 28.569	1.385	60
Corpus Christi District Refugio	US 77 SB 371-2 BR 2022(472)	MP 10.175	MP 11.387	MP 11.387	1.212	60
Refugio	US 77 NB 371-2 BR 2022(472)	MP 11.104	MP 12.273	MP 12.273	1.169	60
Fort Worth District Parker (Weatherford)	IH 20 314-7 F 2022(170)	MP 18.160	MP 21.686	MP 21.686	3.526	55
Parker (Weatherford)	IH 20 314-7 F 2022(190)	MP 21.686	MP 23.194	MP 23.194	1.508	55
Parker	IH 20 314-7 F 2022(190)	MP 23.194	MP 24.057	MP 24.057	0.863	55
Parker (Hudson Oaks)	IH 20 314-7 F 2022(190)	MP 24.057	MP 25.269	MP 25.269	1.212	55
Odessa District Andrews	FM 181 961-3 STP 2022 (582) HES	MP 27.318	MP 27.808	MP 27.808	0.490	60

CONSTRUCTION SPEED ZONES

County (City)	Highway Control Section Project	BEGIN	Limits MP-Milepoint	END	Length (Miles)	Const. Speed (MPH)
Odessa District						
Andrews	SH 115 354-6 STP 2022 (582) HES	MP 14.510	MP 16.140	MP 16.140	1.630	60
Ector (Odessa)	BI 20 E FR 5-1 F 2022(584)	MP 11.962	MP 14.344	MP 14.344	2.382	40
Ector (Odessa)	BI 20 E 5-1 F 2022(584)	MP 11.962	MP 14.344	MP 14.344	2.382	45
Ector	BI 20 E 5-1 F 2022(584)	MP 14.344	MP 14.879	MP 14.879	0.535	55
Ector	BI 20 E FR 5-1 F 2022(584)	MP 14.344	MP 14.879	MP 14.879	0.535	40
Ector (Odessa)	IH 20 FR 5-13 F 2022 (634)	MP 37.812	MP 38.990	MP 38.990	1.178	45
Ector (Odessa)	IH 20 5-13 F 2022 (634)	MP 37.812	MP 38.990	MP 38.990	1.178	55
Ector	IH 20 FR 5-13 F 2022 (634)	MP 38.990	MP 39.985	MP 39.985	0.995	45

CONSTRUCTION SPEED ZONES

County (City)	Highway Control Section Project	BEGIN	Limits MP-Milepoint	END	Length (Miles)	Const. Speed (MPH)
Odessa District						
Ector	IH 20 5-13 F 2022 (634)	MP 38.990	MP 39.985		0.995	55
Ector	SH 302 572-1 STP 2022(497)HES	MP 8.798	MP 20.074		11.276	60
Ector (Odessa)	SL 338 2224-1 F 2022 (634)	MP 29.712	MP 31.041		1.329	45
Ector	SL 338 2224-1 F 2022 (634)	MP 31.041	MP 31.241		0.200	55
Ector	SL 338 2224-1 F 2022 (634)	MP 31.241	MP 31.884		0.643	60
Midland (Odessa)	BI 20 E FR 5-2 F 2022(584)	MP 0.581	MP 1.544		0.963	40
Midland (Odessa)	BI 20 E 5-2 F 2022(584)	MP 0.581	MP 1.544		0.963	55
Midland	BI 20 E FR 5-2 F 2022(584)	MP 1.544	MP 5.841		4.297	40
Midland	BI 20 E 5-2 F 2022(584)	MP 1.544	MP 5.841		4.297	55

CONSTRUCTION SPEED ZONES

County (City)	Highway Control Section Project	BEGIN	Limits MP-Milepoint END	Length (Miles)	Const. Speed (MPH)
Odessa District					
Midland (Odessa)	IH 20 FR 5-14 F 2022 (634)	MP 0.000	MP 1.769	1.769	45
Midland (Odessa)	IH 20 5-14 F 2022 (634)	MP 0.000	MP 1.769	1.769	55
Midland	IH 20 5-14 F 2022 (634)	MP 1.769	MP 3.525	1.756	55
Midland	IH 20 FR 5-14 F 2022 (634)	MP 1.769	MP 3.525	1.756	45
Winkler	SH 115 354-4 C 354-4-40	MP 20.954	MP 23.993	3.039	60
Winkler	SH 115 354-4 C 354-4-40	MP 20.954	MP 23.993	3.039	45 (Unpaved Surface)
Waco District					
Bosque	FM 217 833-2 F 2022(560)	MP 3.771	MP 4.060	0.289	40 (Unpaved Surface)
Bosque	FM 217 833-2 F 2022(560)	MP 4.060	MP 11.821	7.761	45 (Unpaved Surface)
Wichita Falls District					
Clay	SH 148 391-4 STP 2022(627)HES	MP 12.762	MP 13.541	0.779	55

CONSTRUCTION SPEED ZONES

County (City)	Highway Control Section Project	BEGIN	Limits MP-Milepoint	END	Length (Miles)	Const. Speed (MPH)
<i>Wichita Falls District</i>						
Clay	SH 148 391-5 STP 2022(627)HES	MP 13.565	MP 16.958	MP 16.958	3.393	55
Clay	SH 148 391-5 STP 2022(627)HES	MP 16.958	MP 18.425	MP 18.425	1.467	55
<i>Yoakum District</i>						
DeWitt	FM 108 715-3 F 2022(491)	MP 0.660	MP 1.568	MP 1.568	0.908	45
DeWitt	FM 108 715-3 F 2022(491)	MP 2.517	MP 3.423	MP 3.423	0.906	45
DeWitt	FM 108 715-3 F 2022(491)	MP 5.582	MP 6.491	MP 6.491	0.909	45
DeWitt	FM 108 715-3 F 2022(491)	MP 7.676	MP 8.299	MP 8.299	0.623	45
Gonzales	FM 2067 942-2 BR 2022(492)	MP 1.261	MP 2.451	MP 2.451	1.190	45
Lavaca	US 77 269-2 F 2022(703)	MP 4.388	MP 5.825	MP 5.825	1.437	55

REGULAR SPEED ZONES

County (City)	Highway Control Section	BEGIN	Limits		Length (Miles)	Speed (MPH)
			MP-Milepoint	END		
Amarillo District						
Potter	RM 1061 1245-2	MP 19.533	MP 26.070		6.537	55
Corpus Christi District						
Jim Wells	FM 2044 1086-1	MP 0.000	MP 4.697		4.697	65
Dallas District						
Denton (Corinth)	IH 35 E 196-1	MP 11.120	MP 14.254		3.134	70
Houston District						
Montgomery	SH 249 WFR 3635-1	MP 7.360	MP 9.230		1.870	45
Montgomery	SH 249 EFR 3635-1	MP 7.600	MP 9.690		2.090	45
Montgomery	SH 249 FR 3635-1	MP 11.230	MP 12.470		1.240	45
San Angelo District						
Runnels (Wingate, uninc.)	SH 153 650-3	MP 2.710	MP 3.322		0.612	60
Runnels (Wingate, uninc.)	SH 153 650-3	MP 3.322	MP 4.029		0.707	50
Runnels (Wingate, uninc.)	SH 153 650-3	MP 4.029	MP 4.436		0.407	60
Yoakum District						
Calhoun (Magnolia Beach, uninc.)	FM 2760 2714-3	MP 1.000	MP 1.535		0.535	45
Calhoun (Magnolia Beach, uninc.)	FM 2760 2714-3	MP 1.535	MP 1.823		0.288	35

REGULAR SPEED ZONES

County (City)	Highway Control Section	BEGIN	Limits		Length (Miles)	Speed (MPH)
			MP-Milepoint	END		
<i>Yoakum District</i>						
Calhoun (Magnolia Beach, uninc.)	FM 2760 2714-3	MP 1.823	MP 2.023		0.200	30
Calhoun	SH 316 580-1	MP 0.091	MP 7.860		7.769	60
Calhoun	SH 316 580-1	MP 7.860	MP 8.160		0.300	50
Calhoun	SH 316 580-1	MP 8.160	MP 9.060		0.900	35

CANCELED SPEED ZONES

County (City)	Cancel That Portion of M.O. Number (Dated)	Highway Control-Section	Limits		Length (Miles)
			RM-Reference Marker ST- Station MP-Milepost/Milepoint <u>BEGIN</u>	<u>END</u>	
San Angelo District Runnels	113474 (1/31/2013)	SH 153 650-3	MP 1.000	MP 2.710	1.710 MI
	113474 (1/31/2013)	SH 153 650-3	MP 4.436	MP 14.618	10.182 MI

Transportation Request

Section H, Item 10.

Date 03-30-22

Request No. _____

To: Name Travis Campbell, P.E. Title A.E./MAINT. SUPVR. Address _____

Please Deliver Purchase Ship The Following Items For Use On: IH 35 E MAIN LANES
LIMITS: CORINTH CITY LIMITS

Item No.	Description of Item (show Size or Parts Number)	Quantity	Unit	Unit Price	Extension
	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> SPEED LIMIT 70 </div>	6			

Shipping Instructions _____

Remarks _____

Signed Bahma Afshoon

Date 3/30/22

Transportation Request

Section H, Item 10.

Date 03-30-22

Request No. _____

To: Name KENNETH W. POWELL Title A.E./MAINT. SUPVR. Address _____

Please Deliver Purchase Ship The Following Items For Use On: IH 35 E MAIN LANES
LIMITS: CORINTH CITY LIMITS

Item No.	Description of Item (show Size or Parts Number)	Quantity	Unit	Unit Price	Extension
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> SPEED LIMIT 70 </div>	6			

Shipping Instructions _____

Remarks _____

Signed Bah Atsheen

Date 3/30/22



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Contract Amendment Byrne Construction – Guaranteed Maximum Price – Commons at Agora								
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function										
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> <p>N/A</p>			<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2	<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3	<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2										
<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Consider approval of a Contract Amendment with Byrne Construction for Construction Manager at Risk Services to accept the Guaranteed Maximum Price for the construction of the Commons at Agora and authorize the Interim City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

On July 1, 2021, the City selected Byrne Construction Services as the Construction Manager at Risk (CMAR) for the Commons at Agora Park. The CMAR is a delivery method which entails a commitment by the Construction Manager to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMAR’s primary responsibility is to manage and control construction costs to not exceed the GMP. Contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMAR.

Byrne received bids for the construction of the Commons at Agora on March 29, 2022. Based on bids received, Byrne has established a guaranteed Maximum Price of \$11,325,932.

Financial Impact

\$11,325,932 as provided for in TOD Commons at Agora Park Fund.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Approval of the contract amendment to the Construction Manager at Risk Services Contract with Byrne Construction in an amount not to exceed \$11,325,932 and authorize Interim City Manager to execute any necessary documents.

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 7th day of July in the year 2022, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of June in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

The Commons at Agora Park
Corinth, Texas
TOD21-02

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

City of Corinth, TX
3300 Corinth Pkwy
Corinth, TX 76208

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Thos. S. Byrne, Inc dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eleven Million Three Hundred Twenty-Five Thousand Nine Hundred Thirty-Two Dollars

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

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

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(\$ 11,325,932.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

An itemized statement of the Cost Estimate Summary Sheet prepared by Byrne Construction Services, dated June 20, 2022, is attached hereto as Attachment 1 and incorporated herein for all purposes.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Refer to Attachment 1	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Refer to Attachment 1		

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Refer to Attachment 1		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[] The date of execution of this Amendment.

[X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The Commencement date shall be a date set forth in a notice to proceed issued by the owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Three Hundred Sixty-Nine (369) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Those Specifications referenced in the Contract Documents List dated June 20, 2022, prepared by Byrne Construction Services, referenced in Attachment 1 attached hereto and fully incorporated herein for all purposes.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Those Drawings referenced in the Contract Documents List dated June 20, 2022, prepared by Byrne Construction Services, referenced in Attachment 1 attached hereto and fully incorporated herein for all purposes

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Attachment 1	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Those assumptions and clarifications as set forth in Qualifications & Clarifications dated June 20, 2022, prepared by Byrne Construction Services and attached hereto as Attachment 1 and fully incorporated herein for all purposes.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Paul Avila Chief Operating Officer

(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:18:15 ET on 06/29/2022.

PAGE 1

This Amendment dated the 7th day of July in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of June in the year 2022 (the "Agreement")

...

The Commons at Agora Park
Corinth, Texas
TOD21-02

...

City of Corinth, TX
3300 Corinth Pkwy
Corinth, TX 76208

...

Thos. S. Byrne, Inc dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eleven Million Three Hundred Twenty-Five Thousand Nine Hundred Thirty-Two Dollars (\$ 11,325,932.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

An itemized statement of the Cost Estimate Summary Sheet prepared by Byrne Construction Services, dated June 20, 2022, is attached hereto as Attachment 1 and incorporated herein for all purposes.

...

Refer to Attachment 1

...

Refer to Attachment 1

...

Refer to Attachment 1

...

Established as follows:

...

The Commencement date shall be a date set forth in a notice to proceed issued by the owner.

PAGE 3

Not later than Three Hundred Sixty-Nine (369) calendar days from the date of commencement of the Work.

...

Those Specifications referenced in the Contract Documents List dated June 20, 2022, prepared by Byrne Construction Services, referenced in Attachment 1 attached hereto and fully incorporated herein for all purposes.

...

Those Drawings referenced in the Contract Documents List dated June 20, 2022, prepared by Byrne Construction Services, referenced in Attachment 1 attached hereto and fully incorporated herein for all purposes

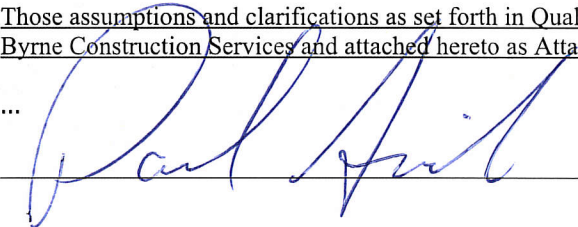
PAGE 4

Refer to Attachment 1

...

Those assumptions and clarifications as set forth in Qualifications & Clarifications dated June 20, 2022, prepared by Byrne Construction Services and attached hereto as Attachment 1 and fully incorporated herein for all purposes.

...



Paul Avila Chief Operating Officer

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:18:15 ET on 06/29/2022 under Order No. 2114254459 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Paul Avila

Chief Operating Officer

(Title)



(Dated)

Cost Estimate Summary Sheet - Individual Areas

City of Corinth - Commons at Agora
Guaranteed Maximum Price

Date: June 28, 2022

	Bid Package Description	Building GMP	Park GMP	Drainage GMP	Streetscape GMP	Site Furnishings GMP	Building A/V/L GMP	Project GMP Total	Notes
010000	General Conditions	\$ 147,683	\$ 52,414	\$ 123,478	\$ 137,210			\$ 460,786	
010020	Temporary Construction	\$ 97,532	\$ 34,615	\$ 81,547	\$ 90,616			\$ 304,310	
033000	Concrete	\$ 351,844	\$ 325,013	\$ 604,665	\$ 590,085			\$ 1,871,607	
033500	Polished & Sealed Concrete	\$ 24,463						\$ 24,463	
042000	Masonry	\$ 620,215		\$ 52,629	\$ 8,886			\$ 681,730	
051000	Steel	\$ 425,988	\$ 5,648	\$ 93,398				\$ 525,034	
061000	Rough Carpentry & Boardwalk	w/ Drywall			\$ 422,789			\$ 422,789	
	Alt 7 - Trex Transcend ilo Dasso Decking				\$ (141,908)			\$ (141,908)	
062000	Architectural Woodwork	\$ 7,663						\$ 7,663	
071000	Waterproofing & Sealants	\$ 68,476	\$ 4,472	\$ 17,363	\$ 16,207			\$ 106,518	
072120	Spray Applied Insulation							\$ -	
075000	Roofing & Metal Wall Panels	\$ 179,644						\$ 179,644	
081000	Doors, Frames & Hardware	\$ 66,090						\$ 66,090	
084000	Glass & Glazing	\$ 6,306						\$ 6,306	
092100	Drywall & Acoustical	\$ 295,295						\$ 295,295	
093000	Tile	\$ 6,501	\$ 7,161					\$ 13,662	
096500	Flooring	\$ 1,180						\$ 1,180	
096700	Resinous Flooring	w/ Polished Conc.						\$ -	
099100	Painting	\$ 26,119		\$ 9,816				\$ 35,935	
100000	Specialties	\$ 6,999						\$ 6,999	
101400	Signage	\$ 23,350			\$ 36,006			\$ 59,356	
112000	Theater Equipment, Lighting & AV							\$ -	
114000	Food Service Equipment							\$ -	
116800	Playground Equipment		\$ 262,511	\$ 112,375				\$ 374,886	
130000	Fountain			\$ 279,500				\$ 279,500	
210000	Fire Protection							\$ -	
220000	Plumbing	\$ 151,100		\$ 120,178				\$ 271,278	
230000	HVAC	\$ 72,316						\$ 72,316	
260000	Electrical	\$ 476,535	\$ 256,633		\$ 914,790			\$ 1,647,958	
	Alt 2 - Omit Catenary Lighting		\$ (25,115)					\$ (25,115)	
270000	Communications & AV - Allowance						\$ 507,881	\$ 507,881	A/V/L Only; Comms by Owner
280000	Security							\$ -	
310000	Earthwork	\$ 20,546		\$ 352,380	\$ 20,520			\$ 393,446	
310001	Enabling			\$ 87,418				\$ 87,418	
313113	Termite Treatment	\$ 1,200						\$ 1,200	
316613	Helical Piers - Allowance	ALW			\$ 170,000			\$ 170,000	
320630	Site Furnishings - Allowance					\$ 137,049		\$ 137,049	
321410	Unit Pavers		\$ 31,562	\$ 41,440	\$ 102,050			\$ 175,052	
329000	Landscape & Irrigation		\$ 137,155	\$ 444,884	\$ 527,446			\$ 1,109,485	
	Alternate to Silva Cell System				\$ (114,564)			\$ (114,564)	
330000	Site Utilities			\$ 151,653	\$ 78,706			\$ 230,359	
	Cost of Work Subtotal	\$ 3,077,046	\$ 1,092,069	\$ 2,572,724	\$ 2,858,839	\$ 137,049	\$ 507,881	\$ 10,245,608	
	Contractor's Contingency 3.00%	\$ 92,311	\$ 32,762	\$ 77,182	\$ 85,765	\$ 4,111	\$ 15,236	\$ 307,368	
	Design & Owner Contingency	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	
	Market Risk Contingency 1.50%	\$ 46,156	\$ 16,381	\$ 38,591	\$ 42,883	\$ 2,056	\$ 7,618	\$ 153,684	
	Building Permit	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	
	Project Management Software 0.18%	\$ 6,127	\$ 2,174	\$ 5,123	\$ 5,692	\$ 270	\$ 1,001	\$ 20,387	
	Construction Costs Subtotal	\$ 3,221,639	\$ 1,143,387	\$ 2,693,619	\$ 2,993,179	\$ 143,486	\$ 531,736	\$ 10,727,047	

Cost Estimate Summary Sheet - Individual Areas

City of Corinth - Commons at Agora
Guaranteed Maximum Price

Date: June 28, 2022

Bid Package Description		Building GMP	Park GMP	Drainage GMP	Streetscape GMP	Site Furnishings GMP	Building A/V/L GMP	Project GMP Total	Notes
CGL & Umbrella Insurance	0.96%	\$ 32,710	\$ 11,609	\$ 27,349	\$ 30,391	\$ 1,442	\$ 5,342	\$ 108,842	
Professional Liability		Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	
Builder's Risk	Calc.	\$ 5,536	\$ 1,965	\$ 4,628	\$ 5,143	\$ -	\$ -	\$ 17,272	
Payment & Performance Bond	Calc.	\$ 28,771	\$ 10,211	\$ 24,055	\$ 26,731	\$ -	\$ -	\$ 89,768	
Construction Costs & Insurance Subtotal		\$ 3,288,656	\$ 1,167,171	\$ 2,749,652	\$ 3,055,444	\$ 144,928	\$ 537,078	\$ 10,942,929	
Preconstruction Fee		N/A	N/A	N/A	N/A	N/A	N/A	\$ -	Separate Agreement
Fee	3.50%	\$ 115,103	\$ 40,851	\$ 96,238	\$ 106,941	\$ 5,072	\$ 18,798	\$ 383,003	
Project Total		\$ 3,403,759	\$ 1,208,022	\$ 2,845,890	\$ 3,162,384	\$ 150,000	\$ 555,876	\$ 11,325,932	
			Stage & Park	Drainage	Streetscape	Site Furnishings	A/V/L	Total	

* Cost breakdowns by area are for accounting purposes only and not awarded as separate packages of work or phased on the project schedule

Cost Summary
City of Corinth - Commons at Agora
Guaranteed Maximum Price

Date: June 28, 2022

	Description	Cost	Notes
	Stage Building	\$ 3,403,759	
	Park	\$ 1,208,022	
	Drainage	\$ 2,845,890	
	Streetscape	\$ 3,162,384	
	Site Furnishings	\$ 150,000	
	Stage Building Audio/Visual/Lighting	\$ 555,876	
	GMP Total *	\$ 11,325,932	

* Cost breakdowns are for accounting purposes only and not awarded as separate packages of work or phased on the project schedule

Qualifications & Clarifications

City of Corinth - Commons at Agora

Guaranteed Maximum Price

Date: June 28, 2022

General Conditions:	
1	A Contractor's Construction Contingency of 3% is included in this estimate, and is intended for construction use only. Design & Owner contingency is excluded from this estimate.
2	A construction fee of 3.5% is included and is based upon the total construction cost.
3	Builders Risk Insurance is included, and based upon the total cost.
4	CGL & Umbrella Insurance is included, and based upon the total cost.
5	Payment and Performance bonds for Byrne have been included, and are based upon the total cost.
6	The CM pre-construction services fee of \$7,500 is included in this guaranteed maximum price.
7	All costs associated with approvals, easements, assessments, fees, deposits, charges, permits, studies, impact fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded.
8	Building permit cost is excluded.
9	Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by the Owner, and are excluded.
10	Testing of building components for water or air intrusion is not included and is to be provided by the Owner.
11	Commissioning Agent and Services, if required, are to be provided by the Owner.
12	The General Conditions included in this estimate are based upon approximately 11 months to substantial completion. Overall project completion is 12 months.
13	Design Fees or services are not included. Where required in the specifications, the Construction Manager will provide design calculations and information provided by the Trade Contractors to the Architect and Engineer for approval and acceptance of the design.
14	The CM does not warrant or guarantee functionality of the design with the Owner's requirements. The CM relies upon the designers to provide and implement the Owner's requirements into the design documents.
15	This guaranteed maximum price is to be reviewed as a whole; not as individual line items.
Temporary Construction Cost of Work Items:	
1	Sales tax is excluded.
2	This guaranteed maximum price is based upon electronic design document files and models being available to all subcontractors at no additional cost.
3	All furnishings, fixtures, and equipment are excluded from this guaranteed maximum price, unless specifically noted as included below.
4	All hazardous or contaminated material and soil testing, remediation, investigation, and abatement is excluded.
5	Site is assumed to be free of any contaminants, unencumbered, and ready to begin excavation work.
6	All costs associated with temporary fencing and gates is included.
General Comment:	
1	Material and Labor Shortages – If serious or unusual price escalation, or material and/or labor shortages are experienced due to causes beyond the Contractor's control that increase the cost of construction beyond what is available in the Market Risk Contingency, and such cost increases could not be avoided through the exercise of reasonable professional diligence on the part of Contractor, then Contractor may make a claim for an increase in the contract sum and Owner may, but is not obligated to, approve such increase.
2	Pricing related to new street construction/site improvements is excluded. Work included in this estimate starts at the back of curb.
3	Please refer to Byrne's Site Logistics Plan for our anticipated locations for construction office and off-site laydown area.

Qualifications & Clarifications

City of Corinth - Commons at Agora

Guaranteed Maximum Price

Date: June 28, 2022

Division 2 - Existing Conditions:	
1	Clearing/stripping of the site is included with Earthwork in Division 31.
Division 3 - Concrete:	
1	Sandblast finish for pavement types C.3 & C.4 is to be achieved by power washing the GCP surface retarder.
2	Carborundum Grit at pavement types C.2, C.3, and C.4 is included at 25lbs/100sf.
3	All piers include temporary casing to an assumed depth of 27' below existing grade.
Division 4 - Masonry:	
1	Included as shown and specified.
Division 5 - Metals:	
1	Included as shown and specified.
Division 6 - Wood, Plastics and Composites:	
1	Base bid pricing includes 1x6 square edge boards by Dasso. This is in lieu of the scheduled Newtechwood product. Newtechwood is currently scarce and/or unavailable due to market conditions. See alternate pricing to utilize Trex's Transcend product in lieu of Dasso.
2	Design/engineering for the boardwalk horizontal framing & decking is excluded.
Division 7 - Thermal and Moisture Protection:	
1	Included as shown and specified.
2	Pricing includes two coats of damproofing and one layer of drainage mat at site retaining walls.
Division 8 - Openings:	
1	Included as shown and specified.
Division 9 - Finishes:	
1	Included as shown and specified.
Division 10 - Specialties:	
1	Included as shown and specified.
Division 11 - Equipment:	
1	Playground equipment and surfacing are included as shown and specified.
Division 12 - Furnishings:	
1	Site furniture listed on drawing L3.0.02 is included as an allowance of \$382,426.
2	Site furniture item SF-10 is not indicated in the drawings and is therefore excluded.
Division 13 - Water Feature:	
1	An allowance of \$300,000 is included for the design-build of a water feature.
2	Fountain DMX programming includes 3 EA pre-programmed spray (and/or lighting when applicable) periods lasting no longer than 120 seconds. Additional spray (and/or lighting) periods will be an additional cost.
3	Mechanical and Plumbing <ul style="list-style-type: none"> • 9 EA Nozzle/RGBW Light Assemblies • 9 EA Solenoid Actuated Valves • 1 EA 4" Butterfly Valve • 1 EA 4" Pressure Regulator • 5 EA 17" x 30" Jumbo Valve Box with Green Lid • SCH 80 PVC Piping from Butterfly Valve to Nozzles • 4 EA 40 LF 4" Linear Trench Drain, Powder Coated Black Ductile Iron Longitudinally slotted grate (ADA and Heel Proof Compliant) • 24 HR Pressure Test on plumbing lines

Qualifications & Clarifications

City of Corinth - Commons at Agora

Guaranteed Maximum Price

Date: June 28, 2022

4	Electrical and Controls <ul style="list-style-type: none"> • inCon-trol Control Panel • Power from inCon-trol Control Panel to Water Feature Equipment • Activation Bollard • Junction Boxes/Power Supplies as required • Code Required Bonding • Electrical service shall be 120 volt 1 phase, and 20 amps provided into the control panel by others
Division 14 - Conveying Equipment: Not Applicable	
Division 21 - Fire Suppression: Not Applicable	
1	Excluded / Not Applicable
Division 22 - Plumbing:	
1	Plumbing is included as shown and specified.
Division 23 - Heating, Ventilating and Air Conditioning:	
1	HVAC is included as shown and specified.
Division 26 - Electrical:	
1	Included a shown and specified.
2	Per the lighting distributor, the largest speaker that can be used on pole types LS1, LS2, LS3, & LS4 is 12"x24".
3	Per the lighting distributor, banner arms are not breakaway and can hold 18"x36" banners only, no larger.
4	CP50 = 0.50" Couping for Camera Call Button Speaker
5	Camera, Speaker and EM Buttons on light poles are provided by Others.
6	The (2) 4" Conduits on the franchise side of each transformer are assumed by others, as the ES series site plan does not indicate a continuation for these conduits.
7	Rough-in for Divisions 27 & 28 is included as shown and specified.
8	Pricing includes post-bid value engineering discussions to reduce the lighting package scope and cost. Please refer to Email with attachments sent by Jacob Gerber with Essential Lighting on 5/24/22 at 5:40pm.
9	Pricing includes the reduction of power outlets at trees as discussed with the Owner. Power outlets were reduced to 1ea in landscape areas with multiple trees and 2ea power outlets at the planting area adjacent to Corinth Parkway. 2ea power pedestals at the west side of the site were removed as part of this GMP.
Division 27 - Communications & Audio Visual:	
1	Low voltage/communications are assumed to be by Owner.
2	Stage Building audio, visual, & lighting costs are based upon quote provided by Electro-Acoustics dated June 9, 2022.
3	Due to current market conditions and shortage of electronic components, the following items have long lead times and need to be ordered as soon as possible: <ul style="list-style-type: none"> - L-Acoustics speakers: 9-11 months - QSC Amplifiers/processors: 9-11 months - Absen LED Video Walls: 6-9 months - Shure wireless microphone products: 6 months
Division 28 - Electronic Safety and Security:	
1	Security & access control systems are assumed to be by Owner.

Qualifications & Clarifications

City of Corinth - Commons at Agora

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Division 31 - Earthwork:	
1	An allowance of \$170,000 is included for the helical pier system supporting the boardwalk, including associated engineering. The bid documents did not provide an engineered design for this system, thus prevented subcontractors from being able to provide bids for this scope of work.
Division 32 - Exterior Improvements:	
1	Included as shown and specified.
2	Pump station equipment for the irrigation system includes: <ul style="list-style-type: none"> -UNIVERSAL TURBINE SERIES - Model No.: P22-UTS-1V-5-45-60-20(3) -Main Pump: (1) 5 HP submersible turbine pump -Cast iron pump housing -416 stainless steel impeller -Check valve on pump discharge -Isolation valves on pump discharge -Flanged 2" point of connection at valve box at grade -Access for installation & maintenance
3	Pump station controls include: Intelli-trol Complete Series, VFD drive(s), PLC based logic, 7" touch screen interface, Programable set point and scaling, control pressure for start levels, pressure transducer, sleep mode minimum flow protection, no flow detection, automatic system restart, loss of prime protection, pump faults and alarms, motor protection, lightning/surge arrestor, UL listed components, and NEMA rated enclosure(s).
4	The below-grade tank includes: 12'x12'x12' precast concrete tank with ladder and 3'x3' hatch; 12" overflow line, 8" water feature drain line intake, 2" domestic fill, and link seal penetrations.
5	Site furnishings are included as an allowance of \$135,691.
6	Long-term maintenance of landscaping is not included in this estimate.
Division 33 - Utilities:	
1	An allowance of \$75,000 is included for landscape drainage (currently shown incomplete) and shall include: drainage system to include lawn drainage, hardscape/plaza area drainage, planting area drainage, to include filter fabric, drains, piping, gravel and connection to storm sewer or "daylighting" to the dry creek bed.

Unit Costs & Allowances

City of Corinth - Commons at Agora

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Unit Pricing	Add	Deduct	Notes
1 Add Depth for 18" Pier	\$ 30.95	\$ (10.00)	
3 Add Depth for 24" Pier	\$ 42.01	\$ (12.50)	
5 Add Casing for 18" Pier	\$ 53.06	\$ -	Fully Cased in Base Bid
6 Add Casing for 24" Pier	\$ 60.80	\$ -	Fully Cased in Base Bid

Allowances specified in the Contract Documents - Not Applicable

Allowances specified by Byrne Construction for work requiring clarification

1 Helical Pier System Design & Installation	\$ 170,000
2 Site Furnishings & Furniture	\$ 137,049

Activity ID	Activity	OD	RD	Start	Finish	2022												2023							
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug				
The Common at Agora - Corinth																									
PRECONSTRUCTION																									
GMP DEVELOPMENT & APPROVAL																									
GD1080	Submit Final GMP to Owner	0	0		20-Jun-22*																				
GD1090	Owner Prepares GMP for Council Approval	13	13	20-Jun-22	07-Jul-22																				
GD1100	Council Approves GMP	0	0		07-Jul-22																				
GD1110	Notice to Proceed (NTP) Issued for Construction	0	0		11-Jul-22																				
CITY STREETS PACKAGE (NIC)																									
SP1000	Main Street (Corinth Pkwy to Walton)	0	0	12-Jul-22																					
SP1010	Agora Way Utilities and Street (Main to N. C	0	0		06-Sep-22*																				
SP1040	Main Street Utilities	0	0		06-Sep-22*																				
SP1020	North Corinth Utilities and Street (Agora Wa	0	0		01-Nov-22*																				
SP1030	Corinth Pkwy Utilities and Street (N. Corinth	0	0		01-Nov-22																				
CONSTRUCTION																									
KEY DATES/MILESTONES																									
MOBILIZATION																									
MO1070	Project/Safety Kick-Off Meeting	1	1	15-Jul-22	15-Jul-22																				
MO1000	Install Construction Fencing	3	3	18-Jul-22	20-Jul-22																				
MO1020	Issue LOIs/Subcontractor Buy-Out & Purcha	5	5	18-Jul-22	22-Jul-22																				
MO1010	Deliver Construction Trailer and Connect Util	2	2	19-Jul-22	20-Jul-22																				
MO1030	Locate Existing Utilities/Make-Safe	3	3	20-Jul-22	22-Jul-22																				
MO1040	Install SWPPP/Erosion Control	5	5	20-Jul-22	26-Jul-22																				
MO1050	Install Construction Entrance	3	3	20-Jul-22	22-Jul-22																				
MO1060	Licensed Site Survey & Dimension Control	5	5	21-Jul-22	27-Jul-22																				
MO1080	Install Tree Protection	15	15	21-Jul-22	10-Aug-22																				
SUBMITTALS/FABRICATION/PROCUREMENT																									
SF1020	Concrete Submittals	20	20	08-Aug-22	02-Sep-22																				
SF1110	Water Feature Submittals	60	60	08-Aug-22	31-Oct-22																				
SF1060	Mechanical Submittals	45	45	15-Aug-22	17-Oct-22																				
SF1070	Plumbing Submittals	45	45	15-Aug-22	17-Oct-22																				
SF1080	Electrical Submittals	45	45	15-Aug-22	17-Oct-22																				
SF1000	Site Utilities Submittals	30	30	22-Aug-22	03-Oct-22																				
SF1040	Roofing Submittals	45	45	22-Aug-22	24-Oct-22																				
SF1050	Doors, Frames and Hardware Submittals	45	45	22-Aug-22	24-Oct-22																				
SF1010	Structural Steel/Misc. Metals Submittals	45	45	29-Aug-22	31-Oct-22																				
SF1030	Masonry Submittals	45	45	29-Aug-22	31-Oct-22																				
SF1100	Glass and Glazing Submittals	30	30	29-Aug-22	10-Oct-22																				
SF1130	Audio/Visual System Submittals	30	30	29-Aug-22	10-Oct-22																				
SF1090	Millwork Submittals	45	45	06-Sep-22	07-Nov-22																				
SF1120	Playground Submittals	45	45	06-Sep-22	07-Nov-22																				
SF1160	Audio Visual Equipment Procurement	180	180	27-Sep-22	08-Jun-23																				
SF1140	Anchor Bolt/Embed Delivery	1	1	11-Oct-22	11-Oct-22																				
SF1150	Steel Procurement and Fabrication	60	60	18-Oct-22	11-Jan-23																				
PROJECT MOCK-UPS																									
PM1020	Standing Seam Metal Roof Mock-Up	5	5	25-Oct-22	31-Oct-22																				
PM1000	Masonry Mock-Up	5	5	01-Nov-22	07-Nov-22																				
PM1010	Composite Siding Mock-Up	5	5	01-Nov-22	07-Nov-22																				
SITE WORK																									
EXCAVATION																									
SW1000	Clearing and Grubbing	20	20	11-Aug-22	08-Sep-22																				
SW1010	Rough Grade Site	20	20	09-Sep-22	06-Oct-22																				
SW1020	Excavate/5' - 0" Select Fill/Building Pad Pre	20	20	16-Sep-22	13-Oct-22																				
UTILITIES																									



■ Remaining Level of Effort ◆ Milestone
■ Actual Level of Effort
■ Actual Work
■ Remaining Work
■ Critical Remaining Work

The Common at Agora - Corinth
100% CD/GMP Schedule
As of 24-May-22

Project Start Date: 23-Aug-21
 Project Finish Date: 11-Aug-23
 Data Date: 24-May-22
 Page 1 of 4



Contract Documents List

Commons at Agora
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Sheet	Original Date	Sheet Name
SPECIFICATIONS		
01 5639	03/04/22	Temporary Tree and Plant Protection
03 1000	03/04/22	Concrete Forming and Accessories
03 2000	03/04/22	Concrete Reinforcing
03 3000	03/04/22	Cast-in-Place Concrete
03 3001	03/04/22	Cast-in-Place Concrete for Landscape
03 3500	03/04/22	Concrete Finishing
03 3536	03/04/22	Polished Concrete Finish
04 0513	03/04/22	Masonry Mortaring
04 0516	03/04/22	Masonry Grouting
04 2000	03/04/22	Unit Masonry
04 4000	03/04/22	Stone Assemblies
04 4100	03/04/22	Dry Placed Stone
04 7200	03/04/22	Cast Stone
05 1200	03/04/22	Structural Steel
05 1213	03/04/22	Architecturally Exposed Structural Steel
05 3100	03/04/22	Steel Deck
05 4005	03/04/22	Exterior Metal Wall Furring
05 5000	03/04/22	Metal Fabrications
05 5000.10	03/04/22	Metal Fabrications for Landscape
05 5213	03/04/22	Pipe and Tube Railings
06 1000	03/04/22	Rough Carpentry
06 1000.10	03/04/22	Rough Carpentry for Landscape
06 1500	03/04/22	Wood Decking
06 1643	03/04/22	Gypsum Sheathing
06 4100	03/04/22	Architectural Wood Casework
06 6119	03/04/22	Quartz Surfacing Fabrications
07 1416	03/04/22	Cold Fluid-Applied Waterproofing
07 2113	03/04/22	Board Insulation
07 2115	03/04/22	Batt Insulation
07 2600	03/04/22	Vapor Retarders
07 2800	03/04/22	Weather Barriers
07 4113	03/04/22	Metal Roof Panels
07 4616	03/04/22	Aluminum Siding and Soffits
07 4643	03/04/22	Composite Wood Siding and Soffits
07 5400	03/04/22	Thermoplastic Membrane Roofing
07 6200	03/04/22	Sheet Metal Flashing and Trim
07 6500	03/04/22	Flexible Flashings
07 7233	03/04/22	Roof Hatches
07 8400	03/04/22	Firestopping
07 9200	03/04/22	Joint Sealants
07 9200.10	03/04/22	Joint Sealants for Landscape
08 1113	03/04/22	Hollow Metal Doors and Frames
08 3100	03/04/22	Access Doors and Panels
08 8000	03/04/22	Glazing
08 9100	03/04/22	Louvers
09 2200	03/04/22	Metal Support Assemblies
09 2513	03/04/22	Acrylic Plastering

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Sheet	Original	Sheet Name
09 2900	03/04/22	Gypsum Board
09 3000	03/04/22	Tiling
09 5100	03/04/22	Acoustical Ceilings
09 6513	03/04/22	Resilient Base
09 6723	03/04/22	Resinous Flooring
09 9100	03/04/22	Painting
09 9113	03/04/22	Exterior Painting
09 9600	03/04/22	High Performance Coatings
10 1423	03/04/22	Interior Panel Signs
10 2813	03/04/22	Toilet Accessories
10 4413	03/04/22	Fire Extinguishers and Cabinets
11 6813	03/04/22	Playground Equipment
22 0500	03/04/22	Common Work Results For Plumbing
22 0523	03/04/22	General-Duty Valves For Plumbing Piping
22 0529	03/04/22	Hangers And Supports For Plumbing Piping And Equipment
22 0533	03/04/22	Heat Tracing for Plumbing Piping
22 0553	03/04/22	Identification For Plumbing Piping And Equipment
22 0700	03/04/22	Plumbing Insulation
22 1116	03/04/22	Domestic Water Piping
22 1119	03/04/22	Domestic Water Piping Specialties
22 1316	03/04/22	Sanitary Waste And Vent Piping
22 1319	03/04/22	Sanitary Waste Piping Specialties
22 1413	03/04/22	Facility Storm Drainage Piping
22 1423	03/04/22	Storm Drainage Piping Specialties
22 3300	03/04/22	Electric Domestic Water Heaters
22 4000	03/04/22	Plumbing Fixtures
23 0500	03/04/22	Common Work Results for HVAC
23 0529	03/04/22	Hangers And Supports For Hvac Piping And Equipment
23 0553	03/04/22	Identification For Hvac Piping And Equipment
23 0593	03/04/22	Testing, Adjusting, And Balancing For HVAC
23 0700	03/04/22	HVAC Insulation
23 3113	03/04/22	Metal Ducts
23 3300	03/04/22	Air Duct Accessories
23 3423	03/04/22	HVAC Power Ventilators
23 3713	03/04/22	Diffusers, Registers, and Grilles
23 7413	03/04/22	Outdoor Rooftop Units
23 8126	03/04/22	Split System Air Conditioners
26 0500	03/04/22	Common Work Results For Electrical
26 0519	03/04/22	Low Voltage Electrical Power Conductors
26 0526	03/04/22	Grounding and Bonding
26 0529	03/04/22	Hangers and Supports
26 0533	03/04/22	Raceway and Boxes
26 0543	03/04/22	Underground Ducts and Raceways
26 0553	03/04/22	Identification for Electrical Systems
26 0923	03/04/22	Lighting Control Devices
26 2416	03/04/22	Panelboards
26 2726	03/04/22	Wiring Devices
26 4113	03/04/22	Lightning Protection for Structures
27 1000	03/04/22	AVL Systems

Contract Documents List

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Sheet	Original	Sheet Name
31 1300	03/04/22	Selective Tree and Shrub Removal and Trimming
31 2200.10	03/04/22	Grading for Landscape
31 2300	03/04/22	Excavation and Fill
31 2323.10	03/04/22	Fill for Landscape
31 3116	03/04/22	Termite Control
31 6329	03/04/22	Drilled Piers
32 0190	03/04/22	Operation and Maintenance of Planting
32 1313.10	03/04/22	Concrete Paving for Landscape
32 1413	03/04/22	Precast Concrete Unit Paving
32 1500	03/04/22	Aggregate Surfacing
32 1816.13	03/04/22	Playground Protective Surfacing
32 3119	03/04/22	Metal Gates
32 3300	03/04/22	Site Furnishings
32 8000	03/04/22	Irrigation
32 9223	03/04/22	Sodding
32 9300	03/04/22	Plants
33 1613	03/04/22	Aboveground Water Storage Tanks
33 4100.10	03/04/22	Subdrainage for Landscape
Drawings		
00.0.01	03/04/22	Cover Sheet
00.0.02	03/04/22	Sheet Index
00.0.03	03/04/22	Scope Map
C1.00	03/04/22	Drainage and Utility Improvements
C1.01	03/04/22	Agora Park Storm Drain A
C1.02	03/04/22	Agora Park Storm Drain B
C1.03	03/04/22	Agora Park Storm Drain C
C1.04	03/04/22	Erosion Control Plan
C6.00	03/04/22	Safety End Treatment
C6.02	03/04/22	Misc Details
L0.0.01	03/04/22	General Notes & Legends
L1.0.01	03/04/22	Tree Protection Plan
L2.0.01	03/04/22	Grading Schedule
L2.1.01	03/04/22	Grading Plan
L2.2.01	03/04/22	Grading Plan Enlargement
L2.2.02	03/04/22	Grading Plan Enlargement
L2.3.01	03/04/22	Grading Details
L3.0.01	03/04/22	Sitework Schedule
L3.0.02	03/04/22	Sitework Schedule
L3.1.01	03/04/22	Sitework Plan
L3.2.01	03/04/22	Sitework Enlargement
L3.2.02	03/04/22	Sitework Enlargement
L3.3.01	03/04/22	Flatwork Details
L3.3.02	03/04/22	Flatwork Details
L3.3.03	03/04/22	Flatwork Details
L3.3.04	03/04/22	Steps and Handrail Details
L3.3.05	03/04/22	Tree Grate and Silva Cell Details
L3.3.06	03/04/22	Wall Details
L3.3.07	03/04/22	Wall Details
L3.3.08	03/04/22	Custom Bench Details

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Sheet	Original	Sheet Name
L3.3.09	03/04/22	Boardwalk Details
L3.3.10	03/04/22	Signage Details
L3.3.11	03/04/22	Signage Details
L3.3.12	03/04/22	Signage Details
L3.3.13	03/04/22	Signage Details
L3.3.14	03/04/22	Signage Details
L4.0.01	03/04/22	Irrigation Plan
L4.3.01	03/04/22	Irrigation Notes & Details
L5.0.01	03/04/22	Plant Schedule
L5.1.01	03/04/22	Planting Plan
L5.2.02	03/04/22	Planting Details
WF1.00	03/04/22	Water Feature Overall Plan
WF1.01	03/04/22	One-Line Diagram
A0.01	03/04/22	Project Information
A0.02	03/04/22	Code Compliance Plan
A1.00	03/04/22	Site Key Plan
A1.01	03/04/22	Stage Floor Plan
A1.01	03/04/22	Stage Dimensional Plan
A1.02	03/04/22	Stage RCP
A1.03	03/04/22	Stage Roof Plan
A2.01	03/04/22	Stage Exterior Elevations
A2.02	03/04/22	Stage Exterior Elevations
A2.03	03/04/22	Stage Exterior Elevations
A3.01	03/04/22	Stage Building Sections
A4.01	03/04/22	Stage Wall Sections
A4.02	03/04/22	Stage Wall Sections
A5.01	03/04/22	Stage Column & Step Details
A4.02	03/04/22	Stage Exterior Details
A6.01	03/04/22	Stage Finish Schedule, Wall Types&Details
A6.02	03/04/22	Stage Door Schedule
A6.03	03/04/22	Stage Door Details
A7.01	03/04/22	Stage Interior Elevations
A7.02	03/04/22	Stage Interior Elevations
A7.03	03/04/22	Stage Interior Elevations
S1.01	03/04/22	Structural Notes
S1.02	03/04/22	Structural Notes
S1.03	03/04/22	Special Inspections
S1.04	03/04/22	Special Inspections
S1.05	03/04/22	Special Inspections & Abbreviations
S2.01	03/04/22	Foundation Plan
S2.02	03/04/22	Roof Framing Plan
S3.01	03/04/22	Typical Concrete Sections & Details
S3.02	03/04/22	Typical Concrete Details
S3.03	03/04/22	Concrete Details
S3.04	03/04/22	Concrete Details
S3.05	03/04/22	Concrete Details
S4.01	03/04/22	Typical Masonry Sections & Details
S4.02	03/04/22	Typical Masonry Sections & Details
S5.01	03/04/22	Typical Steel Sections & Details

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Sheet	Original	Sheet Name
S5.11	03/04/22	Steel Sections & Details
S5.12	03/04/22	Steel Sections & Details
S6.01	03/04/22	Truss Elevation
MP1.01	03/04/22	Mechanical and Plumbing Roof Plan
M0.01	03/04/22	Mechanical General Notes and Legends
M1.01	03/04/22	Stage Mechanical Floor Plan
M2.01	03/04/22	Mechanical Schedules
M3.01	03/04/22	Mechanical Details
P0.01	03/04/22	Plumbing General Notes and Legend
P1.01	03/04/22	Plumbing Annotation Plan
P2.01	03/04/22	Plumbing Underslab Plan
P3.01	03/04/22	Plumbing Waste & Vent Stage Floor Plan
P4.01	03/04/22	Plumbing Supply Stage Floor Plan
P5.01	03/04/22	Plumbing Schedule
P6.01	03/04/22	Plumbing Details
P6.02	03/04/22	Plumbing Details
P7.01	03/04/22	Plumbing Waste and Vent Riser Diagrams
E0.01	03/04/22	Electrical General Notes and Legend
E1.00	03/04/22	Electrical Site Plan
E2.01	03/04/22	Electrical Floor Plan
E2.02	03/04/22	Electrical RCP
E2.03	03/04/22	Electrical Roof Plan
E3.01	03/04/22	Electrical Fire Alarm Plan
E4.01	03/04/22	Electrical Riser Diagram
E5.01	03/04/22	Electrical Schedules
E5.02	03/04/22	Electrical Panel Schedules
E5.03	03/04/22	Electrical Panel Schedules
E6.01	03/04/22	Electrical Details
E6.02	03/04/22	Electrical Details
E6.03	03/04/22	Electrical Details
LT0.01	03/04/22	General Notes and Symbol Legend
LT1.01	03/04/22	First Floor Lighting Floor Plan
LT1.01C	03/04/22	First Floor Lighting Control Floor Plan
LT1.02	03/04/22	Parapet Lighting Plan
LT1.02C	03/04/22	Parapet Lighting Control Plan
LT1.03	03/04/22	Site Lighting Plan
LT1.03C	03/04/22	Parapet Lighting Control Plan
LT1.04	03/04/22	Lighting Details
LT1.05	03/04/22	Lighting Details
LT6.01	03/04/22	Lighting Equipment Schedule
LT6.02	03/04/22	Lighting Equipment Schedule
LT6.03	03/04/22	Lighting Dimming Schedule
AVL1.1	03/04/22	AVL System General Information
AVL1.2	03/04/22	AVL System General Information
AVL1.3	03/04/22	AVL System General Information
AVL2.1	03/04/22	AVL System Installation Details
AVL2.2	03/04/22	AVL System Installation Details
AVL2.3	03/04/22	AVL System Installation Details
AVL2.4	03/04/22	AVL System Installation Details

Contract Documents List

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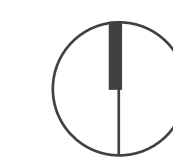
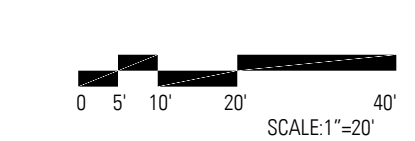
Date: 6/28/2022

Sheet	Original	Sheet Name
AVL4.0	03/04/22	AVL System Conduit & Device Layout
AVL4.1	03/04/22	AVL System Conduit & Device Layout
AVL4.2	03/04/22	AVL System Conduit & Device Layout
AVL4.3	03/04/22	AVL System Conduit & Device Layout
AVL5.1	03/04/22	AVL System Elevation & Sections
AVL5.2	03/04/22	AVL System Elevation & Sections
Addenda		
#1	03/18/22	Addendum No. 1
#2	03/24/22	Addendum No. 2
#3	04/05/22	Addendum No. 3 (post-bid)



Legend

- 01_ Entry plaza
- 02_ Fountain plaza
- 03_ Open lawn
- 04_ Building
- 05_ Outdoor stage
- 06_ Picnic area
- 07_ Children's play area
- 08_ Boardwalk
- 09_ Preserved area
- 10_ Outdoor seating
- 11_ Decorated paver band
- 12_ Park signage
- 13_ Sidewalk
- 14_ Planting area
- 15_ Shade tree
- 16_ Ornamental tree
- 17_ Street parking
- 18_ Existing tree

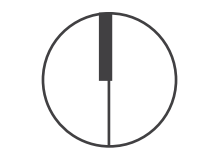
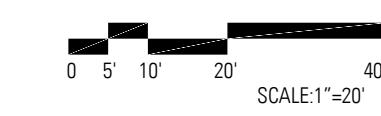


master plan - overall site plan
 Commons at Agora

Corinth, Texas
 03/31/2022

TBG
 3050 post oak blvd.
 suite 1100
 houston, texas 77056
 [713] 439 0027
 tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.



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 and is subject to change
 without notice.





CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Project TOD Streets-Agora
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input checked="" type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval and award of the Agora Transit Oriented Development Streets project for construction of the streets and park civil infrastructure and authorize the Interim City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City intends to proceed in the construction of the Agora TOD Streets similar to the Master Plan previously submitted and approved by Council. This Project includes streets and drainage design completed by Jones|Carter (now Quiddity Engineering). The project includes the realignment of N. Corinth Street, construction of a roundabout at Walton Drive and N. Corinth Street, construction of Agora Way and Main Street and a significant amount of drainage improvements related to the street infrastructure. This project is directly related to the Commons at Agora Park project being constructed by Byrne Construction.

The construction opinion of probable cost was roughly \$7 million however the estimate was prior to the recent cost inflation.

The City of Corinth solicited bids in May and received one incomplete bid for construction. The City re-bid the project and opened bids on June 24th. The low bidder was DDM Construction. Staff has performed the due diligence of verifying the contractor’s capabilities and are confident that they will be able to perform the work.

Summary of Bidders:

Contractor	Total Cost	# of Days
DDM Construction	\$7,742,853.00	300

Rebcon Inc.	\$9,799,888.90	300
-------------	----------------	-----

Financial Impact

\$7,742,853.00 as provided for in the Capital Improvements Fund.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends award of a contract for the Agora TOD Streets Project in the amount of \$7,742,853.00 to DDM Construction contractor and authorize the Interim City Manager to execute any necessary documents.



AS-READ BID TABULATION SHEET
 Transit Oriented Development (TOD)
 Agora District
 Street and Utility Improvements

BIDS OPENED IN THE OFFICE OF:
 City of Corinth - Bonfire Electronic Bids
 Time: Due: 10:00am Opened: 10:30am
 Date: June 24,2022

	Bid Number				
	1	2	3	4	5
Bidder Name	DDM CONSTRUCTION	REBCON			
Addendum #1	X	X			
Bid Security	X	X			
Base Bid Amount	\$7,742,853.00	\$9,799,888.90			

	Bid Number				
	6	7	8	9	10
Bidder Name					
Addendum #1					
Bid Security					
Base Bid Amount					

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR CONSTRUCTION OF

**Bid #1152: TRANSIT ORIENTED DEVELOPMENT (TOD)
AGORA DISTRICT
STREET AND UTILITY IMPROVEMENTS
CIP21-0002**



MAYOR
Bill Heidemann

MAYOR PRO TEM:
Sam Burke

CITY COUNCIL
Scott Garber
Steve Holzwarth
Tina Henderson
Kelly Pickens

INTERIM CITY MANAGER
Lee Ann Bunselmeyer

DIRECTOR OF PUBLIC WORKS
Glenn Barker

City Engineer
George Marshall, PE, CFM

MAY 2022



2805 DALLAS PARKWAY, SUITE 600
PLANO, TX 75093
TBPELS F-23290



**ADDENDUM NO. 1
TO THE
CONTRACT DOCUMENTS
FOR CONSTRUCTION
OF
TRANSIT ORIENTED DEVELOPMENT (TOD) AGORA DISTRICT STREET AND UTILITY IMPROVEMENTS
FOR
CITY OF CORINTH
DENTON COUNTY, TEXAS**

June 14, 2022

Bidders on this Project are hereby notified that this Addendum shall be attached to and made a part of the above named Contract Documents. The items contained in this Addendum are issued for the purpose of adding, removing, modifying, and/or clarifying intent of the Contract Documents. These items shall have full force and effect as the Contract Documents. Bids, to be submitted on the specified date, shall conform to the items contained herein. Bidders must acknowledge receipt of this Addendum on the Bid Form. Failure to do so may subject the bid to being declared as non-responsive.

Addendum No. 1 covers the following changes to the contract documents:

1.0 GENERAL

- 1.1 Pre-Bid Sign-in sheet attached.
- 1.2 A .ZIP file has been uploaded to the City’s Bonfire (<https://cityofcorinth.bonfirehub.com>) containing proposed and existing surface .XML files along with the .DWG base file.

2.0 SUBMITTED QUESTIONS AND ANSWERS

- 2.1 Q. What is the engineer’s estimate for this project?
A. The engineer’s estimate for this project is \$6 million.
- 2.2 Q. Why is this project being rebid?
A. The City did not receive any responsive bids on the previous ITB #1149.
- 2.3 Q. Who pays for construction water usage?
A. The City will not charge for construction water usage, unless it is being used inappropriately. A standard construction meter will be required but the City will not charge for the water usage.
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A. The City will be hiring materials laboratory testing.
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A. Slip form paving machine is not required. But, at a minimum, a form-riding trussed vibratory screed is required.
- 2.7 Q. Should the two-year maintenance bond amount be 100% or 110% of the final contract price?
A. The two-year maintenance bond should be 100% of the final contract price.

- 2.8 Q. For the item 704 Remove & Replace Trees, how many trees are going to be removed for this project?
A. The price bid for item 704 is per lump sum. Contractor is required to remove all trees as needed, to construct the improvements required of the project.
- 2.9 Q. Is there an existing tree survey that we may have for this project?
A. There was an existing conditions topographic survey performed for this job and is included in Addendum No. 1 as a .DWG file. Trees larger than 4" diameter were included in the topographic survey.
- 2.10 Q. What size and type of tree is required as a replacement for trees removed? The specs call for a replacement tree of "like kind" however if the tree we remove is too large this will not be possible.
A. As noted on Sheet C-35, trees and shrubs shall be removed and replaced where affected by the construction of the gravity wall. Matching size of trees should not be an issue when replacing.
- 2.11 Q. Will you please give an update on when the existing franchise utilities are being relocated?
A. We anticipate franchise utilities to be relocated within 120 calendar days after notice to proceed.
- 2.12 Q. Can you please provide the Oncor specifications and standards for all associated electrical work for this project?
A. The Oncor specifications and standards are provided by Kimberley Tweepeters, Sr. Utility Designer, Oncor/PMDS, Kymerly.Tweepeters@oncor.com, Cell: 972.750.6595.
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A. In lieu of earthwork cross sections, we have provided CAD .XML files (See 1.2 of this Addendum).
- 2.14 Q. Where is the staging area that can be used for this project located, and what services are available there?
A. The contractor may occupy City-owned property located as shown on Sheet C-04 (re-issued this Addendum) for staging area. A residential structure was previously located on this lot, and as such, it is expected that the lot has water and sanitary sewer services.
- 2.15 Q. Please confirm milestone 1 must be substantially complete within 120 calendar days.
A. As noted on Sheet C-02 within the Milestone Note; The contractor shall complete the first milestone within 120 Calendar Days from notice to proceed.

3.0 CLARIFICATIONS, ADDITIONS & DELETIONS TO THE ISSUED BID DOCUMENTS

- 3.1 Plan Sheet C-04 is hereby re-issued and shall supersede all previously issued versions of C-04.



David A. Leslie, P.E.
Jones | Carter, Inc.
TBPE Firm No. F-23290

END OF ADDENDUM

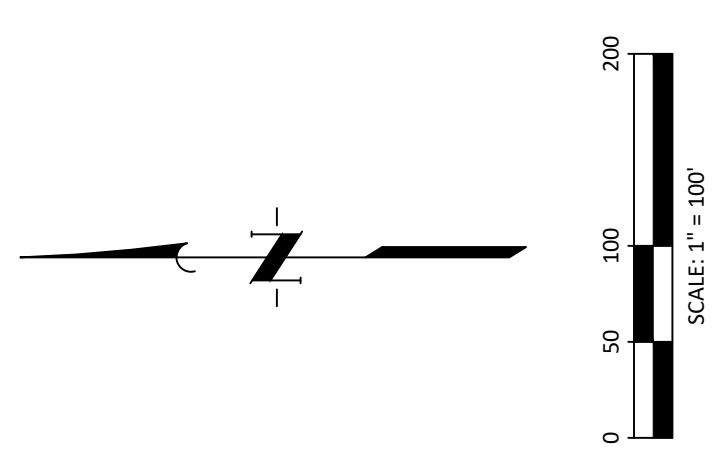
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TRANSIT ORIENTED DEVELOPMENT (TOD) AGORA DISTRICT STREET AND UTILITY IMPROVEMENTS
PRE-BID MEETING (NON-MANDATORY)
JUNE 2, 2022 - 10:00 A.M. - CORINTH CITY HALL BUILDING

NAME	COMPANY	ADDRESS	TELEPHONE #	EMAIL	PRIME BIDDER	SUB-CONTRACTOR	SUPPLIER	OTHER
✓ Marshall, George	City of Corinth	3300 Corinth Parkway Corinth, Texas 76208	940-498-3265	George.Marshall@cityofcorinth.com				X
✓ Parker, Andrea	City of Corinth	3300 Corinth Parkway Corinth, Texas 76208	940-498-3266	Andrea.Parker@cityofcorinth.com				X
3 Barker, Glenn	City of Corinth	3300 Corinth Parkway Corinth, Texas 76208	940-498-7510	Glenn.Barker@cityofcorinth.com				X
4 ✓ Leslie, David	Quiddity (Jones Carter)	2805 Dallas Parkway, Suite 600 Plano, Texas 75093	972-488-3880	dleslie@quiddity.com				X
5 ✓ Wiening, Joshua	Quiddity (Jones Carter)	2805 Dallas Parkway, Suite 600 Plano, Texas 75093	972-488-3880	jwiening@quiddity.com				X
6 ✓ Troyer, Cindy	City of Corinth	3300 Corinth Parkway Corinth, Texas 76208	940-498-3286	purchasing@cityofcorinth.com				X
7 Albert Martinez	Rebcon, LLC	1868 W. North west Hwy Dallas, TX 75220	(972) 444-8230	estimating@rebcon.com	✓			
8 Jae Cha	DDM Construction	4006 BELLEVUE Rd #230 Addison, TX 75001	469-571-3223	estimators@ddmca.net	✓			
9 Savannah Rogers	City of Corinth	3300 Corinth Parkway Corinth, Texas 76208		savannahrogers@cityofcorinth.com				X
10								
11								
12								
13								
14								

Section H, Item 12.



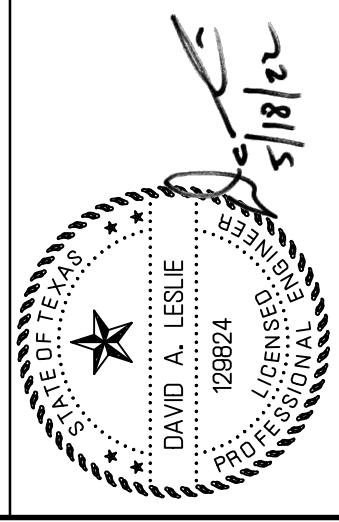
NOTE:
 CONTRACTOR TO RESTORE STAGING/STORING AREA TO ORIGINAL CONDITION PRIOR TO PROJECT CLOSE. ALL COSTS ASSOCIATED WITH STAGING/STORING AREA SHALL BE INCLUDED IN MOBILIZATION BID ITEM.

- KEYNOTES:**
- ① PARK CONSTRUCTION ACCESS (BY OTHERS)
 - ② PARK CONSTRUCTION TRAILER (BY OTHERS)
 - ➔ PROJECT SIGN

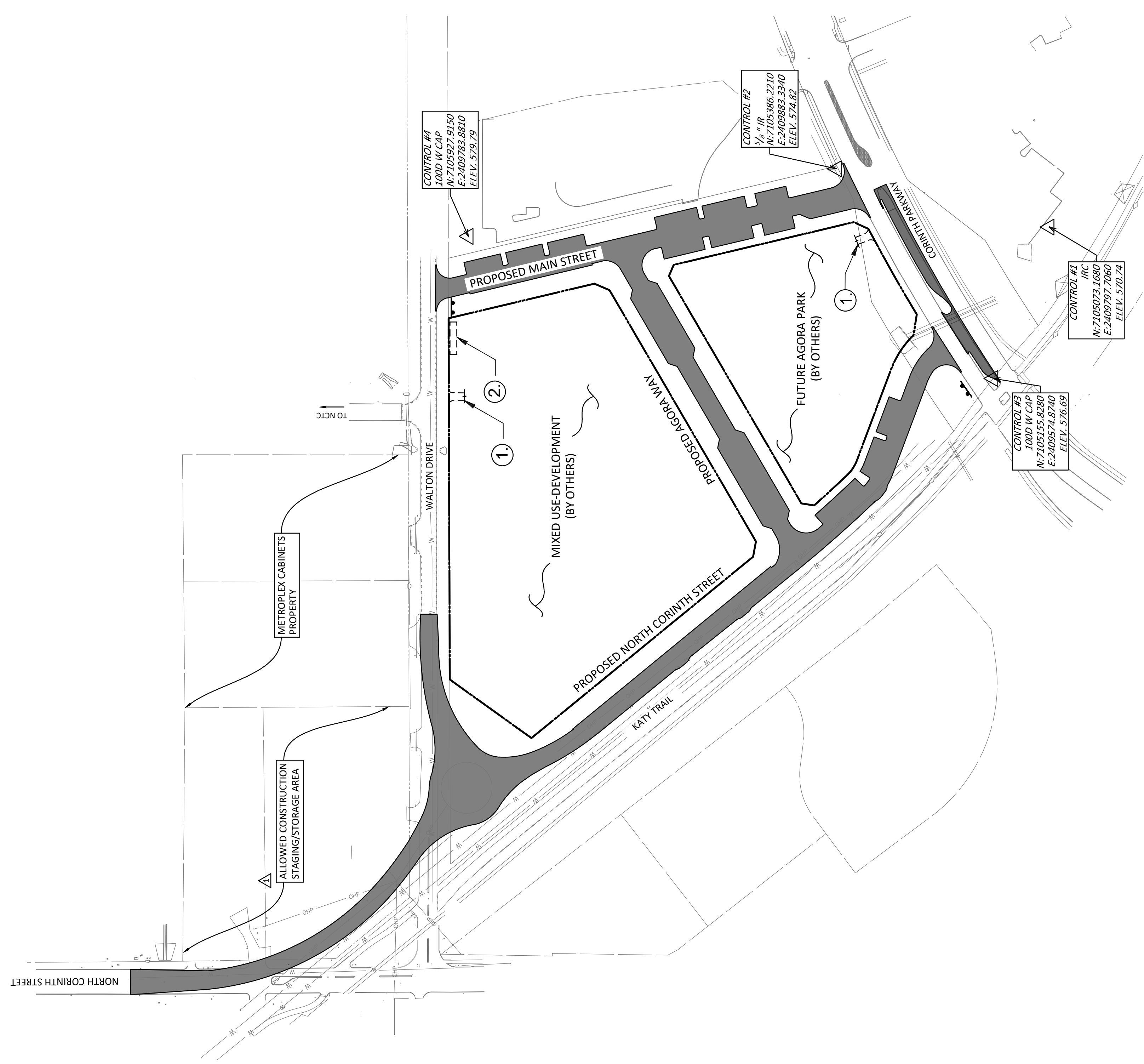
!!CAUTION!!
 Contractor to Verify Exact Location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION!!!
 DIAL SET
 48 HOURS PRIOR TO CONSTRUCTION

18/14/23 ADDENDUM NO. 1 DAL	
CITY OF CORINTH DENTON COUNTY, TEXAS	
TOD STREET AND UTILITY IMPROVEMENTS	
PROJECT LAYOUT AND SURVEY CONTROL	
JONES CARTER Texas Board of Professional Engineers Registration No. F-23390 2805 Dallas Parkway, Suite 600 • Plano, Texas 75093 972.488.3860	
SCALE: 1" = 100' H.	DGN. BY:
DATE: May 18, 2022	DWN. BY: KLM
JOB NO.: 00118-0007-00	DWG. NO.: KLM
SUBMITTED:	SURV. BY:
F.B. NO.:	F.B. NO.:



SHEET NO.
C-04



ACKNOWLEDGEMENT OF ADDENDUM

DDM Construction Corp.
4006 Belt Line Road, Suite 230
Addison, TX 75001
www.ddmcc.net

**ADDENDUM NO. 1
TO THE
CONTRACT DOCUMENTS
FOR CONSTRUCTION
OF
TRANSIT ORIENTED DEVELOPMENT (TOD) AGORA DISTRICT STREET AND UTILITY IMPROVEMENTS
FOR
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June 14, 2022

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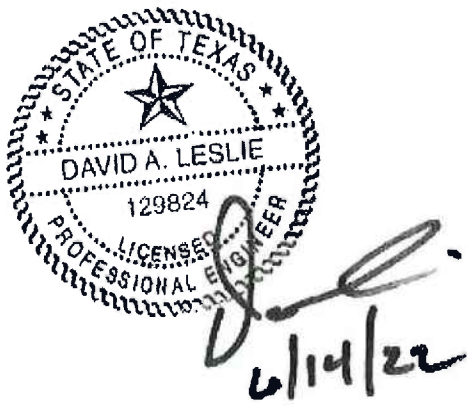
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David A. Leslie, P.E.
Jones | Carter, Inc.
TBPE Firm No. F-23290

END OF ADDENDUM

K:\0D118\0D118-0007-00 TOD Street and Utility Improvements\2 Design Phase\Bid Documents\Re-Bid Addendum\0D118-0007-00 Addendum No. 1.docx

Acknowledgement of Addenda:

DDM Construction Corporation ACKNOWLEDGES of Addendum No. 1 and has taken due cognizance of this addendum in all its terms in the preparation and submission of this bid.



Zackery Markwardt

SECTION I **STANDARD SPECIFICATIONS**

TABLE OF CONTENTS

1. INVITATION FOR BIDS
2. INSTRUCTIONS TO BIDDERS
3. BID PROPOSAL
4. GENERAL PROVISIONS – DIVISION 100 GENERAL PROVISIONS OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 5TH EDITION
5. SPECIAL CONDITIONS
6. TECHNICAL SPECIFICATIONS
7. BID ITEM DESCRIPTIONS
8. CONSTRUCTION CONTRACT
9. PERFORMANCE BOND
10. PAYMENT BOND
11. MAINTENANCE BOND
12. CONSTRUCTION SERVICES INSURANCE REQUIREMENTS

SECTION II **APPENDICES**

- A. CERTIFICATE OF INSURANCE
- B. GEOTECHNICAL REPORT
- C. CONFLICT OF INTEREST QUESTIONNAIRE
- D. FORM 1295
- E. 404 EXHIBITS

SECTION III **CONSTRUCTION PLANS**

Refer to accompanying construction plans titled “TRANSIT ORIENTED DEVELOPMENT (TOD) AGORA DISTRICT STREET AND UTILITY IMPROVEMENTS CIP21-0002” by Jones|Carter.

ITEM 1: INVITATION FOR BIDS

BID # 1152 The City of Corinth is soliciting proposals for the construction of the following project:

TRANSIT ORIENTED DEVELOPMENT (TOD)
AGORA DISTRICT
STREET AND UTILITY IMPROVEMENTS CIP21-0002

Submitted proposals will be received by the City of Corinth through Bonfire, the City's e-procurement system at <https://cityofcorinth.bonfirehub.com> until 10:00 AM, CDT June 24, 2022.

Qualified prospective bidders may obtain copies of the bid invitation with information at the office of the Purchasing Agent, located at the City Hall Building, 3300 Corinth Parkway, 2nd Floor, Corinth, Texas, or at <https://cityofcorinth.bonfirehub.com>.

This project consists of furnishing all labor, material and equipment, and performing all work required as identified on the project plans and specifications.

Plans may be obtained from the Bonfire portal at <https://cityofcorinth.bonfirehub.com>

Bids will be received electronically through Bonfire, the City's e-procurement system at <https://cityofcorinth.bonfirehub.com>.

Bidders must submit a cashier's check, certified check, or acceptable bidder's bond with their proposal as a guarantee that the Bidder will enter into a contract for the project with the Owner within fifteen (15) days of Notice of Award of the contract. The security must be payable to City of Corinth in the amount of five (5%) percent of the bid submitted. Contractor must execute the contract, bonds and certificates of insurance on the forms provided in the Contract Documents.

Contractors for this Project must comply with prevailing wage rates as defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.wdol.gov/dba.aspx>.

Performance and Payment and Maintenance Bonds are required.

The bidder selected by the City shall furnish proof of insurance prior to bid award in the form of an insurance certificate to the Purchasing Department.

The City does not accept oral, telephone, or faxed bids. Bids submitted orally, by phone, or fax will be disqualified and will not be considered in the evaluation process. Bids will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late deliveries.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects. Cindy Troyer, Purchasing Agent, 940-498-3286.

An optional Pre-Bid Conference will be held at **10:00 AM, June 2nd** at **3300 Corinth Parkway, Corinth, TX 76208**. This conference is for the purpose of interpretation for bidding Contractors of Contract Documents, including plans and specifications, for construction of the project.

This project consists of paving, drainage, and utility improvements on:

1. Main Street (Corinth Parkway to Walton Drive)
2. Agora Way (North Corinth Street to Main Street)

- 3. North Corinth Street (Corinth Parkway to Walton Drive)
- 4. Single-Lane Roundabout (at Walton Drive)

Publication Dates: May 19, 2022 & May 26, 2022

Pre-Bid Conference: June 2, 2022 at 10:00 AM

Bidding Questions Due no later than: June 7, 2022 10:00 AM (Must be submitted through the Bonfire portal)

Final Addendums (Tentative): June 14, 2022

Bids due by: June 24, 2022 10:00 AM

Public Bid Opening: June 24, 2022 10:30 AM

Anticipated Council Award: July 7, 2022

ITEM 2: INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.

2. QUALIFICATIONS OF BIDDERS

(a) Items to be submitted with bid:

1. Qualifications and experience of the Bidder, including key personnel to be assigned to the project. **The Prime Contractor must document at least three concrete street projects completed within the last five years, each with at least 10,000 SY of concrete pavement.**
2. Previous experience with public contracts and present reference contacts.
3. Evidence of authority to conduct business in the jurisdiction where the project is located.

(b) Submit documentation within five (5) days of Owner's request to demonstrate that the Contractor is qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Include the following information:

1. Qualifications and experience of Subcontractors.
2. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
3. Financial data consisting of audited financial statements for the last five years.
4. List of available equipment.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

(a) Examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a bid for the project.

1. Read the Contract Documents and related technical data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
2. Visit the site to become familiar with general, local and site conditions that may affect cost, progress or performance of the work in any manner.
3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the work.

(b) Surveys and investigation reports of subsurface or latent physical conditions at the site, or conditions or situations affecting the design of the Project used by the Engineer in preparing the Contract Documents are referenced in the Supplementary Conditions.

1. These reports are available for information only and neither the Owner nor Engineer guarantees their accuracy or that any opinions expressed in the report are correct.

- 2. Make additional surveys and investigations as necessary to determine the bid performance of the work in compliance with the terms of the Contract Documents before submitting a bid.
- 3. Cost for these investigations is to be paid by the Bidders.
- (c) Acknowledge sole responsibility for job site safety, including trench excavation and confined space entry safety, by the submission of a Bid for this project.

4. INTERPRETATIONS

Requests for additional information must be made no later than 10:00 AM, June 7, 2022 and shall be directed to <https://cityofcorinth.bonfirehub.com>.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid submittal.

5. BID SECURITY

- (a) Submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute a Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.
- (b) Acceptable Bid security are:
 - 1. Certified or cashier's check made payable to the Owner.
 - 2. An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- (c) Bid securities will be returned to bidders when the contract award is made or bids are rejected.

6. CONTRACT TIME

This project is to be complete within **300 consecutive calendar days** from the date of the notice to proceed. Liquidated damages are set forth in the Supplementary Conditions.

7. BID FORM

- (a) Submit bids on the Bid forms provided with the Contract Documents for each contract Bid.
- (b) Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- (c) Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.

- (d) Acknowledge receipt of all Addenda on the bid form by signing beside the Addenda. The contractor must acknowledge receipt of Addenda on sealed bid envelop.

8. SUBMISSION OF BIDS

Submit bids at the time and place indicated in the Invitation for Bids. Bids will be received electronically through Bonfire, the City’s e-procurement system at <https://cityofcorinth.bonfirehub.com>.

9. MODIFICATION AND WITHDRAWAL OF BIDS

Modify or withdraw bids by submitting an appropriate document executed in the manner that a Bid must be executed. Deliver the modification or withdrawal to the place where Bids are to be submitted at any time prior to the opening of Bids.

10. OPENING OF BIDS

- (a) Bids will be opened as indicated in the Invitation for Bids.
- (b) All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

11. AWARD OF CONTRACT

- (a) Owner may reject Bids, waive formalities, or disregard nonconforming, conditional Bids or counter proposals.
- (b) Owner may consider the following in evaluating the bids and awarding the contract:
 1. Contractor's qualifications and ability to demonstrate current capability to complete the project in conformance with the requirements of the contract documents.
 2. Compliance of the Bids with requirements of the Contract Documents
 3. Alternates and unit prices if requested in the Bid forms.
 4. The amount bid.
- (c) The contract will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project if a contract is to be awarded.

12. EXECUTION OF CONTRACT

- (a) The successful Bidder must execute the formal Contract Agreement and required Bonds on the forms prepared and submitted by the Owner within fifteen (15) days after the Notice of Award.
- (b) A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed.

13. WAGE RATES

Contractor must pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. Contractors for this Project must comply with prevailing wage rates as defined by the United States Department of Labor Davis and Bacon

14. BONDS

Performance, Payment and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

15. SALES TAXES

The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

16. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Bidder affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

17. NO BOYCOTT OF ISRAEL

Pursuant to Texas Government Code Chapter 2270, the Bidder verifies that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

18. NO BOYCOTT OF ENERGY COMPANIES

Pursuant to Texas Government Code Chapter 2274, the Bidder verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

19. NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Texas Government Code Chapter 2274, the bidder verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

20. DEBARMENT AND SUSPENSION

Bidder affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

ITEM 3: BID PROPOSAL

To: City of Corinth
City Hall Building, 3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208,
Or at <https://cityofcorinth.bonfirehub.com>

BID PROPOSAL FOR:

TRANSIT ORIENTED DEVELOPMENT (TOD) AGORA DISTRICT STREET AND UTILITY IMPROVEMENTS CIP21-0002

The undersigned Bidder, pursuant to the foregoing Notice to Bidders, having carefully examined the Notice to Bidders, this Proposal, the General Provisions, the Special Conditions, the Construction Contract, the Performance Bond, the Payment Bond, the Maintenance Bond, the Material Specifications, the Construction Specifications, the Plans, issued Bid Addenda, the project site and understanding the amount of work to be done, and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment and material which is necessary to fully complete the work as provided in the Plans and Contract Documents.

Total quantities given in the bid proposal may not reflect actual quantities; however, they are given for the purpose of bidding on and awarding the contract.

The unit price amounts in words shall supersede the unit price amounts in figures.

Upon acceptance of this proposal, the bidder is bound to execute a contract and bonds, according to the prescribed forms, and to furnish and install the following units of work at the prices quoted as found in the following pages.

**PROPOSAL FORM FOR
TRANSIT ORIENTED DEVELOPMENT (TOD) AGORA DISTRICT
STREET AND UTILITY IMPROVEMENT CIP21-0002
CITY OF CORINTH, TEXAS**


(THIS PROPOSAL FORM MUST NOT BE REMOVED FROM THE BIDDING DOCUMENTS. REVISED PROPOSAL FORMS ISSUED BY ADDENDA SHALL BE ATTACHED OR BOUND TO THE BIDDING DOCUMENTS.)

Date June 24th, 2022

TO: City of Corinth
City Hall Building, 3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208,
Or at <https://cityofcorinth.bonfirehub.com>

FROM: DDM Construction Corporation
4006 Belt Line Road, Suite 230
Addison, Texas 75001
(Name and Address of Bidder)

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Proposals, Notice to Bidders, and Instructions to Bidders including without limitation those dealing with the disposition of Bid security. This Proposal will remain subject to acceptance for NINETY (90) days after the day of Proposal opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. In submitting this Proposal, BIDDER represents, as more fully set forth in the Contract, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No. 1 dated	<u>6/14/2022</u>	Received	<u></u>
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

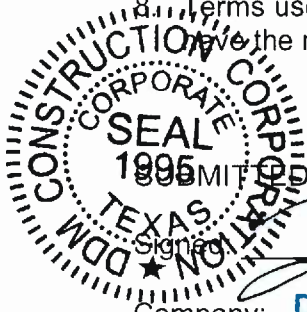
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract Documents. Bidder accepts the determination set forth in the Contract Documents. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
 - e. Bidder is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.
 - f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations investigations, explorations, tests, studies and data with the Contract Documents.
 - g. Bidder has thoroughly reviewed the project and has submitted to the OWNER, at least 72 hours in advance of the date for opening bids, all questions regarding the meaning or intent of the contract documents and particularly all questions regarding issues which may affect the pricing or measurement and payment of the project.
 - h. To the extent permitted by applicable law, the OWNER reserves the right to reject any Bidder who has, within the last twelve months, made demands or claims against the City, or who is currently, or within the last twelve months, in litigation with the OWNER.
4. Unit prices have been computed in accordance with the General Provisions.

BIDDER acknowledges that, for unit price contracts, quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

- 5. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the General Provisions and Special Provisions on or before the dates or within the number of calendar days indicated in the Construction Contract.

BIDDER accepts the provisions of the Contract as to incentives, disincentives, and liquidated damages in the event of failure to complete the Work within the times specified in the Construction Contract.

- 6. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of a certified or cashier's check or a Bid Bond in an amount of five (5) percent of the Bidder's maximum Proposal price, made payable to the OWNER, in accordance with the Instructions to Bidders.
- 7. Communications concerning this Proposal shall be addressed to: The address of Bidder indicated below.
- 8. Terms used in this Proposal which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.



Submitted on June 24th, 2022. Respectfully Submitted,

Signed: 
 Company: DDM Construction Corporation

Address: 4006 Belt Line Road, Suite 230
Addison, Texas 75001

SEAL if Bidder is a Corporation

Telephone: (940)726-1121

Fax: eFax: (214)276-1440

Submitted by: Zackery Markwardt

Doing Business As: an Individual, a Partnership
 a Corporation, a Joint Venture
 an LLC

Item No.	Description of Item with Unit Bid Price in Written Words	Unit	Approx. Quantity	Unit Price	Extended Price
General					
101.	Mobilization @ <u>Three hundred and seventy-five thousand dollars and zero cents</u>	L.S.	1	\$ <u>375,000.⁰⁰</u>	\$ <u>375,000.⁰⁰</u>
102.	Right-of-Way Preparation @ <u>One hundred thousand dollars and zero cents</u>	L.S.	1	\$ <u>100,000.⁰⁰</u>	\$ <u>100,000.⁰⁰</u>
103.	Temporary Erosion Control @ <u>Thirty Thousand dollars and zero cents</u>	L.S.	1	\$ <u>30,000.⁰⁰</u>	\$ <u>30,000.⁰⁰</u>
104.	Clearing, Grubbing, and Stripping @ <u>Twenty thousand dollars and zero cents</u>	L.S.	1	\$ <u>20,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
Paving and Roadway Improvements					
201.	Sawcut, Remove, & Dispose of Existing Pavement (All Depths and Types) @ <u>Thirteen dollars and zero cents</u>	S.Y.	2,854	\$ <u>13.⁰⁰</u>	\$ <u>37,102.⁰⁰</u>
202.	Temporary Curb @ <u>Eighteen dollars and zero cents</u>	L.F.	556	\$ <u>18.⁰⁰</u>	\$ <u>10,008.⁰⁰</u>
203.	Sidewalk (Concrete)(Reinforced)(4" Thick) @ <u>Seventy-five dollars and zero cents</u>	S.Y.	567	\$ <u>75.⁰⁰</u>	\$ <u>42,525.⁰⁰</u>
204.	Reinforced Concrete Pavement (w/ Monolithic Curb)(6" Thick) @ <u>Eighty dollars and zero cents</u>	S.Y.	2,015	\$ <u>80.⁰⁰</u>	\$ <u>161,200.⁰⁰</u>
205.	Reinforced Concrete Pavement (w/ Monolithic Curb)(8" Thick) @ <u>Eighty-five dollars and zero cents</u>	S.Y.	8,722	\$ <u>85.⁰⁰</u>	\$ <u>741,370.⁰⁰</u>

206.	Reinforced Concrete Pavement (w/ Monolithic Curb)(8" Thick)(Stamped w/ Integral Color)(Band/Accent)	@ <u>Two hundred and seventy dollars and zero cents</u>	S.Y.	196	\$ <u>270.⁰⁰</u>	\$ <u>52,920.⁰⁰</u>
207.	Reinforced Concrete Pavement (w/ Monolithic Curb)(8" Thick)(Stamped w/ Integral Color)(Field)	@ <u>One hundred and sixty dollars and zero cents</u>	S.Y.	1,369	\$ <u>160.⁰⁰</u>	\$ <u>219,040.⁰⁰</u>
208.	Hot Mix Asphaltic Transition (8" Thick) (Type D)	@ <u>Ninety-five dollars and zero cents</u>	S.Y.	335	\$ <u>95.⁰⁰</u>	\$ <u>31,850.⁰⁰</u>
209.	Flexbase (6" Thick)	@ <u>Fourteen dollars and zero cents</u>	S.Y.	11,278	\$ <u>14.⁰⁰</u>	\$ <u>157,892.⁰⁰</u>
210.	Flexbase (8" Thick)	@ <u>Eighteen dollars and zero cents</u>	S.Y.	2,199	\$ <u>18.⁰⁰</u>	\$ <u>39,582.⁰⁰</u>
211.	Geotextile Fabric	@ <u>Two dollars and zero cents</u>	S.Y.	13,477	\$ <u>2.⁰⁰</u>	\$ <u>26,954.⁰⁰</u>
212.	Painted Pavement Centerline Striping (4" Wide) (Single Solid Yellow)	@ <u>One dollar and twenty cents</u>	L.F.	2,304	\$ <u>1.²⁰</u>	\$ <u>2,764.⁸⁰</u>
213.	Painted Parking Striping (4" Wide)	@ <u>One dollar and twenty cents</u>	L.F.	1,577	\$ <u>1.²⁰</u>	\$ <u>1,892.⁴⁰</u>
214.	Painted Turn Lane Striping (8" Wide)	@ <u>Two dollars and forty cents</u>	L.F.	184	\$ <u>2.⁴⁰</u>	\$ <u>441.⁶⁰</u>
215.	Painted Pavement Marker (Handicap Symbol)	@ <u>One hundred and twenty dollars and zero cents</u>	EA.	4	\$ <u>120.⁰⁰</u>	\$ <u>480.⁰⁰</u>

216.	Painted Crosswalk Striping @ <u>Six dollars and zero cents</u> Per Linear Foot	L.F.	250	\$ <u>6.⁰⁰</u>	\$ <u>1,500.⁰⁰</u>
217.	Painted Stop Bar Striping (24" Wide) @ <u>Seven dollars and zero cents</u> Per Linear Foot	L.F.	80	\$ <u>7.⁰⁰</u>	\$ <u>560.⁰⁰</u>
218.	Painted Dashed Striping (8" Wide). @ <u>Two dollars and thirty cents</u> Per Linear Foot	L.F.	184	\$ <u>2.³⁰</u>	\$ <u>423.²⁰</u>
219.	Painted Turn Arrow Marker @ <u>One hundred and fifty dollars and zero cents</u> Per Each	EA.	8	\$ <u>150.⁰⁰</u>	\$ <u>1,200.⁰⁰</u>
220.	Remove Painted Railroad Crossing Symbol & Related Pavement Markings @ <u>Four hundred dollars and zero cents</u> Per Lump Sum	L.S.	1	\$ <u>400.⁰⁰</u>	\$ <u>400.⁰⁰</u>
221.	Decorative Stop Sign @ <u>Two thousand and one hundred dollars and zero cents</u> Per Each	EA.	5	\$ <u>2,100.⁰⁰</u>	\$ <u>10,500.⁰⁰</u>
222.	Decorative Speed Limit Sign @ <u>One thousand and seven hundred dollars and zero cents</u> Per Each	EA.	4	\$ <u>1,700.⁰⁰</u>	\$ <u>6,800.⁰⁰</u>
223.	Decorative Yield Sign @ <u>One thousand and six hundred dollars and zero cents</u> Per Each	EA.	3	\$ <u>1,600.⁰⁰</u>	\$ <u>4,800.⁰⁰</u>
224.	Decorative Roundabout Sign @ <u>One thousand and seven hundred dollars and zero cents</u> Per Each	EA.	6	\$ <u>1,700.⁰⁰</u>	\$ <u>10,200.⁰⁰</u>
225.	Decorative Pedestrian Sign @ <u>Two thousand dollars and zero cents</u> Per Each	EA.	8	\$ <u>2,000.⁰⁰</u>	\$ <u>16,000.⁰⁰</u>
226.	Barrier Free Ramp @ <u>Two thousand and five hundred dollars and zero cents</u> Per Each	EA.	10	\$ <u>2,500.⁰⁰</u>	\$ <u>25,000.⁰⁰</u>

227. Detectable Warning Pavers (12"x12")
 @ One hundred and sixty S.Y. 58 \$ 160.⁰⁰ \$ 9,280.⁰⁰
 Per Square Yard *dollars and zero cents*

228. Decomposed Granite
 @ One hundred and ten S.Y. 23 \$ 110.⁰⁰ \$ 2,530.⁰⁰
 Per Square Yard *dollars and zero cents*

Drainage Improvements

301. Remove and Dispose of Existing Drainage Structures (All Types)
 @ Eleven thousand dollars and L.S. 1 \$ 11,000.⁰⁰ \$ 11,000.⁰⁰
 Per Lump Sum *zero cents*

302. Concrete Slope Paving (4" Thick)
 @ One hundred and sixty S.Y. 10 \$ 160.⁰⁰ \$ 1,600.⁰⁰
 Per Square Yard *dollars and zero cents*

303. Standard Storm Manhole (4' Diameter)
 @ Six thousand dollars and zero EA. 3 \$ 6,000.⁰⁰ \$ 18,000.⁰⁰
 Per Each *cents*

304. Storm Manhole (Excluding Rim and Lid) (6' Diameter)
 @ Twelve thousand dollars and EA. 3 \$ 12,000.⁰⁰ \$ 36,000.⁰⁰
 Per Each *zero cents*

305. Headwall with Parallel Wings (42" RCP)
 @ Twelve thousand dollars and EA. 1 \$ 12,000.⁰⁰ \$ 12,000.⁰⁰
 Per Each *zero cents*

306. Custom Headwall (6'x3' RCB)
 @ Sixteen thousand dollars and L.S. 1 \$ 16,000.⁰⁰ \$ 16,000.⁰⁰
 Per Lump Sum *zero cents*

307. Pipe Collar
 @ One thousand two hundred EA. 4 \$ 1,250.⁰⁰ \$ 5,000.⁰⁰
 Per Each *and fifty dollars and zero cents*

308. Remove and Replace Inlet Top
 @ Seven thousand and five EA. 3 \$ 7,500.⁰⁰ \$ 22,500.⁰⁰
 Per Each *hundred dollars and zero cents*

309.	Standard Curb Inlet (10')					
	@	<u>Eight thousand and five hundred dollars and zero cents</u>	EA.	6	\$ <u>8,500.⁰⁰</u>	\$ <u>51,000.⁰⁰</u>
310.	In-Line Curb Inlet (10')					
	@	<u>Ten thousand dollars and zero cents</u>	EA.	3	\$ <u>10,000.⁰⁰</u>	\$ <u>30,000.⁰⁰</u>
311.	Recessed Curb Inlet (10')					
	@	<u>Ten thousand dollars and zero cents</u>	EA.	2	\$ <u>10,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
312.	Reverse Curb Inlet (5')					
	@	<u>Eight thousand dollars and zero cents</u>	EA.	2	\$ <u>8,000.⁰⁰</u>	\$ <u>16,000.⁰⁰</u>
313.	Reverse Curb Inlet (10')					
	@	<u>Ten thousand dollars and zero cents</u>	EA.	2	\$ <u>10,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
314.	Three Grate Inlet					
	@	<u>Nine thousand dollars and zero cents</u>	EA.	4	\$ <u>9,000.⁰⁰</u>	\$ <u>36,000.⁰⁰</u>
315.	4'x4' Drop Inlet					
	@	<u>Seven thousand dollars and zero cents</u>	EA.	1	\$ <u>7,000.⁰⁰</u>	\$ <u>7,000.⁰⁰</u>
316.	6'x6' Drop Inlet					
	@	<u>Eleven thousand dollars and zero cents</u>	EA.	1	\$ <u>11,000.⁰⁰</u>	\$ <u>11,000.⁰⁰</u>
317.	Junction Box A					
	@	<u>One hundred thousand dollars and zero cents</u>	L.S.	1	\$ <u>100,000.⁰⁰</u>	\$ <u>100,000.⁰⁰</u>
318.	Junction Box B					
	@	<u>Ninety thousand dollars and zero cents</u>	L.S.	1	\$ <u>90,000.⁰⁰</u>	\$ <u>90,000.⁰⁰</u>
319.	Junction Box C					
	@	<u>Seventeen thousand dollars and zero cents</u>	L.S.	1	\$ <u>17,000.⁰⁰</u>	\$ <u>17,000.⁰⁰</u>

320.	Reinforced Concrete Box (5'X4') (Single Barrel)				
@	<u>Five hundred and ninety</u> Per Linear Foot <i>dollars and zero cents</i>	L.F.	642	\$ <u>590.⁰⁰</u>	\$ <u>378,780.⁰⁰</u>
321.	Reinforced Concrete Box (6'X3') (Single Barrel)				
@	<u>Five hundred and eighty</u> Per Linear Foot <i>dollars and zero cents</i>	L.F.	106	\$ <u>580.⁰⁰</u>	\$ <u>61,480.⁰⁰</u>
322.	Reinforced Concrete Box (6'X4') (Single Barrel)				
@	<u>Six hundred dollars and</u> Per Linear Foot <i>zero cents</i>	L.F.	598	\$ <u>600.⁰⁰</u>	\$ <u>358,800.⁰⁰</u>
323.	Reinforced Concrete Box (6'X4') (Double Barrel)				
@	<u>One thousand and two</u> Per Linear Foot <i>hundred dollars and zero cents</i>	L.F.	263	\$ <u>1,200.⁰⁰</u>	\$ <u>315,600.⁰⁰</u>
324.	Reinforced Concrete Box (7'X5') (Single Barrel)				
@	<u>Eight hundred and fifty</u> Per Linear Foot <i>dollars and zero cents</i>	L.F.	115	\$ <u>850.⁰⁰</u>	\$ <u>97,750.⁰⁰</u>
325.	Reinforced Concrete Box (7'X6') (Double Barrel)				
@	<u>Two thousand dollars and</u> Per Linear Foot <i>zero cents</i>	L.F.	362	\$ <u>2,000.⁰⁰</u>	\$ <u>724,000.⁰⁰</u>
326.	Reinforced Concrete Box (8'X5') (Single Barrel)				
@	<u>One thousand dollars</u> Per Linear Foot <i>and zero cents</i>	L.F.	120	\$ <u>1,000.⁰⁰</u>	\$ <u>120,000.⁰⁰</u>
327.	Reinforced Concrete Pipe (12")				
@	<u>One hundred and fifteen</u> Per Linear Foot <i>dollars and zero cents</i>	L.F.	24	\$ <u>115.⁰⁰</u>	\$ <u>2,760.⁰⁰</u>
328.	Reinforced Concrete Pipe (18")				
@	<u>One hundred and fifty</u> Per Linear Foot <i>dollars and zero cents</i>	L.F.	410	\$ <u>150.⁰⁰</u>	\$ <u>61,500.⁰⁰</u>
329.	Reinforced Concrete Pipe (24")				
@	<u>One hundred and twenty</u> Per Linear Foot <i>dollars and zero cents</i>	L.F.	992	\$ <u>120.⁰⁰</u>	\$ <u>119,040.⁰⁰</u>

330.	Reinforced Concrete Pipe (30") @ <u>Two hundred and thirty</u> Per Linear Foot <u>dollars and</u> <u>zero cents</u>	L.F.	12	\$ <u>230.⁰⁰</u>	\$ <u>2,760.⁰⁰</u>
331.	Reinforced Concrete Pipe (36") @ <u>Two hundred and fifty</u> Per Linear Foot <u>dollars and</u> <u>zero cents</u>	L.F.	100	\$ <u>250.⁰⁰</u>	\$ <u>25,000.⁰⁰</u>
332.	Reinforced Concrete Pipe (42") @ <u>Three hundred and thirty</u> Per Linear Foot <u>dollars and</u> <u>zero cents</u>	L.F.	43	\$ <u>330.⁰⁰</u>	\$ <u>14,190.⁰⁰</u>
333.	Reinforced Concrete Pipe (48") @ <u>Four hundred dollars</u> Per Linear Foot <u>and zero cents</u>	L.F.	34	\$ <u>400.⁰⁰</u>	\$ <u>13,600.⁰⁰</u>
334.	RCB Plug @ <u>One thousand dollars</u> Per Each <u>and zero cents</u>	E.A.	1	\$ <u>1,000.⁰⁰</u>	\$ <u>1,000.⁰⁰</u>
335.	24" Drainage Valve @ <u>Twenty thousand dollars</u> Per Each <u>and zero cents</u>	E.A.	1	\$ <u>20,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
336.	Connection to Existing Storm Drain Pipe @ <u>One thousand dollars</u> Per Each <u>and zero cents</u>	EA.	5	\$ <u>1,000.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
337.	Trash Racks and Block Off Plates @ <u>Thirty thousand dollars</u> Per Lump Sum <u>and zero cents</u>	L.S.	1	\$ <u>30,000.⁰⁰</u>	\$ <u>30,000.⁰⁰</u>
338.	Trench Safety System for Storm Drain @ <u>Four dollars and zero cents</u> Per Linear Foot	L.F.	3,821	\$ <u>4.⁰⁰</u>	\$ <u>15,284.⁰⁰</u>

Water Improvements

401.	Sprinkler System Protection, Repair, and Relocation @ <u>Ten thousand dollars</u> Per Lump Sum <u>and zero cents</u>	L.S.	1	\$ <u>10,000.⁰⁰</u>	\$ <u>10,000.⁰⁰</u>
402.	Water Main Pipe (8" PVC C-900, DR-18) @ <u>Seventy-five dollars and</u> Per Linear Foot <u>zero cents</u>	L.F.	2,411	\$ <u>75.⁰⁰</u>	\$ <u>180,825.⁰⁰</u>

403.	Water Service Line (4" PVC C-900, DR-18)					
@	<u>Seventy dollars and zero cents</u>	L.F.	53	\$ <u>70.⁰⁰</u>	\$ <u>3,710.⁰⁰</u>	
	Per Linear Foot					
404.	Water Service Line (2 1/2" Polyethylene Tubing)					
@	<u>Sixty dollars and zero cents</u>	L.F.	27	\$ <u>60.⁰⁰</u>	\$ <u>1,620.⁰⁰</u>	
	Per Linear Foot					
405.	Gate Valve (2 1/2")					
@	<u>Two thousand dollars and zero cents</u>	EA.	1	\$ <u>2,000.⁰⁰</u>	\$ <u>2,000.⁰⁰</u>	
	Per Each					
406.	Gate Valve (4")					
@	<u>Two thousand and two hundred dollars and zero cents</u>	EA.	1	\$ <u>2,200.⁰⁰</u>	\$ <u>2,200.⁰⁰</u>	
	Per Each					
407.	Gate Valve (8")					
@	<u>Three thousand and seven hundred dollars and zero cents</u>	EA.	16	\$ <u>3,700.⁰⁰</u>	\$ <u>59,200.⁰⁰</u>	
	Per Each					
408.	Fire Hydrant Assembly					
@	<u>Nine thousand and two hundred dollars and zero cents</u>	EA.	4	\$ <u>9,200.⁰⁰</u>	\$ <u>36,800.⁰⁰</u>	
	Per Each					
409.	Connection To Existing Water Main					
@	<u>Two thousand and three hundred dollars and zero cents</u>	EA.	5	\$ <u>2,300.⁰⁰</u>	\$ <u>11,500.⁰⁰</u>	
	Per Each					
410.	Trench Safety System for Water Main					
@	<u>One dollar and zero cents</u>	L.F.	2,491	\$ <u>1.⁰⁰</u>	\$ <u>2,491.⁰⁰</u>	
	Per Linear Foot					
411.	Cut and Cap Existing Water Main					
@	<u>One thousand dollars and zero cents</u>	E.A.	2	\$ <u>1,000.⁰⁰</u>	\$ <u>2,000.⁰⁰</u>	
	Per Each					
412.	Waterline Lowering (SD-A, STA 12+87)					
@	<u>Seven thousand and nine hundred dollars and zero cents</u>	L.S.	1	\$ <u>7,900.⁰⁰</u>	\$ <u>7,900.⁰⁰</u>	
	Per Lump Sum					
413.	Waterline Lowering (SD-B, At Walton Drive)					
@	<u>Seven thousand and nine hundred dollars and zero cents</u>	L.S.	1	\$ <u>7,900.⁰⁰</u>	\$ <u>7,900.⁰⁰</u>	
	Per Lump Sum					

Sanitary Sewer Improvements

501.	Sanitary Sewer Pipe (8" PVC - SDR-35)						
	@ <u>Seventy-two dollars and</u>						
	Per Linear Foot <u>zero cents</u>	L.F.	1,468	\$ <u>72.⁰⁰</u>	\$ <u>105,696.⁰⁰</u>		
502.	Sanitary Sewer Service Line (4" PVC - SDR-26)						
	@ <u>One thousand and nine</u>						
	Per Each <u>hundred dollars</u>	EA.	1	\$ <u>1,900.⁰⁰</u>	\$ <u>1,900.⁰⁰</u>		
	<u>and zero cents</u>						
503.	Standard Sanitary Sewer Manhole (4 Diameter)						
	@ <u>Six thousand and four</u>						
	Per Each <u>hundred dollars</u>	EA.	12	\$ <u>6,400.⁰⁰</u>	\$ <u>76,800.⁰⁰</u>		
	<u>and zero cents</u>						
504.	Connection To Existing Sanitary Sewer Manhole						
	@ <u>One thousand and four</u>						
	Per Each <u>hundred dollars</u>	EA.	2	\$ <u>1,400.⁰⁰</u>	\$ <u>2,800.⁰⁰</u>		
	<u>and zero cents</u>						
505.	Modification of Sewer Manhole						
	@ <u>Two thousand and six</u>						
	Per Lump Sum <u>hundred dollars</u>	L.S.	1	\$ <u>2,600.⁰⁰</u>	\$ <u>2,600.⁰⁰</u>		
	<u>and zero cents</u>						
506.	Trench Safety System for Sanitary Sewer Pipe						
	@ <u>Four dollars and zero cents</u>						
	Per Linear Foot	L.F.	1,468	\$ <u>4.⁰⁰</u>	\$ <u>5,872.⁰⁰</u>		

Electrical

601.	Meter and Power Distribution Panel and Concrete Pad						
	@ <u>Thirty thousand dollars</u>						
	Per Each <u>and zero cents</u>	EA.	2	\$ <u>30,000.⁰⁰</u>	\$ <u>60,000.⁰⁰</u>		
602.	Lighting Control Panel and Concrete Pad						
	@ <u>Thirty seven thousand seven</u>						
	Per Each <u>hundred and fifty dollars</u>	EA.	2	\$ <u>37,750.⁰⁰</u>	\$ <u>75,500.⁰⁰</u>		
	<u>and zero cents</u>						
603.	Electrical Lighting Underground Ductbank, Including Conduit, Wire, Trenching, and Backfilling						
	@ <u>Eighty dollars and zero</u>						
	Per Linear Foot <u>cents</u>	L.F.	2,400	\$ <u>80.⁰⁰</u>	\$ <u>192,000.⁰⁰</u>		
604.	Light Pole Including Pole, Fixture, Grounding and Foundation						
	@ <u>Twenty thousand dollars</u>						
	Per Each <u>and zero cents</u>	EA.	22	\$ <u>20,000.⁰⁰</u>	\$ <u>440,000.⁰⁰</u>		

605.	Utility Transformer Pad @ <u>Forty-five thousand dollars</u> Per Lump Sum <u>and zero cents</u>	L.S.	1	\$ <u>45,000.⁰⁰</u>	\$ <u>45,000.⁰⁰</u>
606.	Utility Service No. 1 Transformer Pole @ <u>Fifty thousand dollars</u> Per Lump Sum <u>and zero cents</u>	L.S.	1	\$ <u>50,000.⁰⁰</u>	\$ <u>50,000.⁰⁰</u>
607.	Utility Service No. 2 Including Primary Underground Ductbank Including Conduits @ <u>Seventy thousand dollars</u> Per Lump Sum <u>and zero cents</u>	L.S.	1	\$ <u>70,000.⁰⁰</u>	\$ <u>70,000.⁰⁰</u>
608.	Utility Secondary Feeder for Meter/Distribution Panel/Lighting Control Panel at Service No. 1 @ <u>One hundred and Eighty</u> Per Lump Sum <u>thousand dollars</u> <u>and zero cents</u>	L.S.	1	\$ <u>180,000.⁰⁰</u>	\$ <u>180,000.⁰⁰</u>
609.	Utility Secondary Feeder for Meter/Distribution Panel/Lighting Control Panel at Service No. 2 @ <u>One hundred and seventy-five</u> Per Lump Sum <u>thousand dollars</u> <u>and zero cents</u>	L.S.	1	\$ <u>175,000.⁰⁰</u>	\$ <u>175,000.⁰⁰</u>
610.	Multiple Underground Ductbanks for Utility Secondary Empty Conduits for Agora Park Project @ <u>Sixty-five dollars and</u> Per Linear Foot <u>zero cents</u>	L.F.	1,000	\$ <u>65.⁰⁰</u>	\$ <u>65,000.⁰⁰</u>

Miscellaneous

701.	Gravity Wall @ <u>Seventy dollars and zero</u> Per Square Feet <u>cents</u>	S.F.	1,240	\$ <u>70.⁰⁰</u>	\$ <u>86,800.⁰⁰</u>
702.	Construction Entrance @ <u>Two thousand dollars and</u> Per Lump Sum <u>zero cents</u>	L.S.	1	\$ <u>2,000.⁰⁰</u>	\$ <u>2,000.⁰⁰</u>
703.	Unclassified Excavation and Embankment @ <u>Twenty-five dollars and</u> Per Cubic Yard <u>zero cents</u>	C.Y.	15,133	\$ <u>25.⁰⁰</u>	\$ <u>378,325.⁰⁰</u>

704.	Remove and Replace Trees and Shrubs @ <u>Eighty thousand dollars</u> Per Lump Sum <u>and zero cents</u>	L.S.	1	\$ <u>80,000.⁰⁰</u>	\$ <u>80,000.⁰⁰</u>
705.	Excavate Accumulated Silt and Muck @ <u>One hundred dollars</u> Per Cubic Yard <u>and zero cents</u>	C.Y.	69	\$ <u>100.⁰⁰</u>	\$ <u>6,900.⁰⁰</u>
706.	Block Sodding @ <u>Six dollars and zero</u> Per Square Yard <u>cents</u>	S.Y.	1,840	\$ <u>6.⁰⁰</u>	\$ <u>11,040.⁰⁰</u>
707.	Hydromulch @ <u>Eight thousand dollars and</u> Per Acre <u>zero cents</u>	AC.	2.1	\$ <u>8,000.⁰⁰</u>	\$ <u>16,800.⁰⁰</u>
708.	Traffic Control @ <u>Forty thousand dollars and</u> Per Lump Sum <u>zero cents</u>	L.S.	1	\$ <u>40,000.⁰⁰</u>	\$ <u>40,000.⁰⁰</u>
709.	Removable Bollard Assembly @ <u>One thousand and one</u> Per Each <u>hundred dollars and</u> <u>zero cents</u>	EA	17	\$ <u>1,100.⁰⁰</u>	\$ <u>18,700.⁰⁰</u>
710.	Limestone Bollard @ <u>One thousand and four</u> Per Each <u>hundred dollars and</u> <u>zero cents</u>	EA	47	\$ <u>1,400.⁰⁰</u>	\$ <u>65,800.⁰⁰</u>
711.	Limestone Bollard Foundation @ <u>Thirty-eight dollars and</u> Per Linear Foot <u>zero cents</u>	L.F.	370	\$ <u>38.⁰⁰</u>	\$ <u>14,060.⁰⁰</u>
712.	Ornamental Pedestrian Rail @ <u>Two hundred and sixty</u> Per Linear Foot <u>dollars and</u> <u>zero cents</u>	L.F.	442	\$ <u>260.⁰⁰</u>	\$ <u>114,920.⁰⁰</u>
713.	Wheel Stop @ <u>Ninety dollars and</u> Per Each <u>zero cents</u>	EA.	4	\$ <u>90.⁰⁰</u>	\$ <u>360.⁰⁰</u>
714.	Project Sign @ <u>Two thousand dollars</u> Per Each <u>and zero cents</u>	EA.	2	\$ <u>2,000.⁰⁰</u>	\$ <u>4,000.⁰⁰</u>

BASE BID TOTAL: <i>Seven million seven hundred forty-two thousand eight hundred and fifty-three</i>	DOLLARS	<i>zero</i>	CENTS
<i>\$ 7,742,853.⁰⁰</i>			

Note: No direct or additional payment will be made for any other item of work required for the completion of this project, but which is not specifically itemized in the bid proposal. These items will be considered subsidiary to the contract, the cost of which shall be included in the unit price for the various construction pay items in the proposal.

ITEM 4: GENERAL PROVISIONS

Section H, Item 12.

This project shall be constructed in accordance with the 5th Edition Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, herein after referred to as COG SPECS, which standard specifications are incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur, the priority order of contract documents shall be the order established in the Notice to Bidders.

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ITEM 101. DEFINITIONS AND ABBREVIATIONS

101.1. DEFINITIONS

The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract be construed as follows, unless a different meaning is clear from the context:

Addendum, Bulletin or Letter of Clarification: Any additional contract provisions, or change, revisions or clarification of the contract documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

Advertisement: All of the legal publications pertaining to the work contemplated or under contract.

Approved, Directed, Required, and Words of Like Import: Whenever they apply to the work or its performance, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “established,” “prescribed” and words of like import used in the contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and “approved,” “acceptable,” “satisfactory” and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

Backfill: embedment and final backfill

Base: a layer of specified material of plan thickness placed immediately below the pavement course surfacing.

Bedding: material upon which a pipe rests.

Bid: The written statement or statements duly filed with the OWNER specified in the advertisement for bids of these specifications by the person, persona, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.

Bidder: Any person, persons, partnership, company, firm, association, or corporation acting directly or through a duly authorized representative submitting a bid for the work contemplated.

Bulletin: see Addendum.

Calendar Days: Any successive days of the week or month, no days being excepted. It shall be taken to mean the same as a normal calendar day.

Change Order: A properly authorized written order to the CONTRACTOR, signed by the OWNER directing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or the contract time.

Completion Time: The time set forth in the contract for the performance and completion of the work contracted for. The time may be expressed as calendar days, working days or a specific date.

Conflict of Interest: A conflict of interest is when any person employed by bidder or bidder’s company has any known business relationships, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the OWNER.

Construction Equipment: All machinery of 25 horsepower or more which is powered by an internal combustion engine, but which is not used solely for competition or as a motor vehicle subject to the requirements of Texas Transportation Code 502.002. This includes, but is not limited to, excavators, graders, generators, and similar equipment.

Contract or Contract Documents: Contract documents are all of the written, printed, typed and drawn instruments that comprise and govern the performance of the contract as defined herein. The contract and contract documents include the advertisement, instructions to bidders, proposal, addendum, specifications, including the general, special and technical conditions, provisions, plans or working drawings — and any change orders, or supplemental agreements pertaining to the work or materials thereof; and bonds and any additional documents incorporated by reference in the above.

Contract Price: The total monies payable to the CONTRACTOR under the terms and conditions of the contract documents. When used in such context, it may also mean the unit price of an item of work under the contract terms.

Contract Time: See “Completion Time”

Contract Work: Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by any one or more parts of the contract documents, except “extra work” as hereinafter defined; it being understood that, in case of any inconsistency between any part or parts of this Contract, the OWNER shall determine which shall prevail in accordance with [Item 105.1](#). Contract Documents hereof.

Consulting Engineer: The person, firm, or entity hired as an independent consultant by the OWNER to design the Project and represent the OWNER in the administration of the CONTRACT in whatever capacity the OWNER designates; the OWNER may, at its sole option, designate the Consulting Engineer to be the Engineer for

purposes of administration of the CONTRACT. The Consulting Engineer shall be understood to be the Consulting Engineer of the OWNER, and nothing contained in the CONTRACT Documents shall be construed to make the Consulting Engineer an employee of the OWNER, nor shall they be construed to create any contractual or agency relationship between the Consulting Engineer and the CONTRACTOR. The term includes the officers, employees, associates, agents, and subconsultants of Consulting Engineer, if any.

CONTRACTOR: The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, as an independent CONTRACTOR entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

Other CONTRACTORS: Any CONTRACTOR, other than the CONTRACTOR or its SUBCONTRACTORS, who has a direct contract with the OWNER for work on or adjacent to the site of the work.

Days: See "Completion Time"

Deleterious: Substances, elements, or components are those that are damaging, harmful, undesirable, or adulterating to the integrity or purity of the specified base material.

Drawings or Contract Drawings: Only those drawings specifically entitled as such and as specified in the contract, or in any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

Embedment: bedding and initial backfill.

Engineer: The Engineer or its duly authorized representative means the Engineer of the OWNER.

Equal: Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in [Item 106.1](#), Substitution of Materials, as determined by the OWNER.

Extra Work: Work other than that which is expressly or impliedly required by the Contract documents at the time of the execution of the Contract.

Final backfill: material required to fill the trench from the top of the initial backfill to ground elevation or subgrade of a street.

Hazardous Substance:

- (1) any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite, or actinolite, whether friable or non-friable;
- (2) any polychlorinated biphenyls (PCBs), or PCB-containing materials, or fluids;
- (3) radon; any other hazardous, radioactive, toxic, or noxious substance, material, pollutant, or solid, liquid or gaseous waste;
- (4) any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;
- (5) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;
- (6) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance;
- (7) and any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

Initial backfill: material that covers the wastewater collection system and water lines.

Inspector: Any representative of the OWNER designated to inspect the work.

Letter of Clarification: see Addendum.

Low-Use Equipment: Any piece of equipment which is used for less than ten hours per week on a single public works contract.

Maintenance Bond: A bond executed by a corporate surety in accordance with Section 3503.002, Vernon's Texas Insurance Code, in the amount of the contract guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents.

Major Item: A major item is any line item of the work to be performed which amounts to 5 percent or more of the total contract amount.

Material Man or Supplier: Any SUBCONTRACTOR contracting with the CONTRACTOR, or any of its SUBCONTRACTORS, to fabricate or deliver or who actually fabricates or delivers, materials, supplies or equipment to be consumed or incorporated into the work.

Notice: Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery, or if electronically delivered, effective as described in [Item 105.8](#), Service of Notices.

OWNER: The public governmental agency identified throughout the contract documents or the entity as specifically identified in the contract. The term OWNER means the OWNER or its authorized representative(s).

OWNER's Representative: The Engineer or other duly authorized assistant, agent, inspector or superintendent acting within the scope of the particular duties instructed to him or her by the OWNER.

Payment Bond: A bond executed by a corporate surety in accordance with Section 3503.002, Texas Insurance Code and Chapter 2253, Texas Government Code, in the amount of the contract, solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the general CONTRACTOR or a SUBCONTRACTOR to supply public work labor or material.

Performance Bond: A bond executed by a corporate surety in accordance with Section 3503.002, Texas Insurance Code and Chapter 2253, Texas Government Code, in the amount of the contract, solely for the protection of the OWNER, conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

Plan or Plans: The plans are the drawings or reproductions therefrom made by or approved by the OWNER showing in detail the location, dimension and position of the various elements of the project, including such profiles, typical cross-sections, layout diagrams, working drawings, preliminary drawings and such supplemental drawings as the OWNER may issue to clarify other drawings or for the purpose of showing changes in the work hereinafter authorized by the OWNER. The plans are usually bound separately from the other parts of the Contract Documents, but they are part of the Contract Documents just as though they were bound therein.

Proposal: The written and signed offer of the bidder, when submitted on approved proposal forms, to perform the contemplated work and furnish the necessary material and labor in accordance with the provisions of the plans and specifications, special and general provisions, and all contract documents.

Site: The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

Special Provisions or Conditions: The special clauses of the contract, setting forth conditions or requirements peculiar to the specific project involved, supplementing the standard or general specifications and taking precedence over any conditions or requirements of the standard or general specifications with which they are in conflict.

Specifications or Contract Specifications: All of the general, special and technical conditions or provisions, and all addendum or supplements thereto.

Subbase: a layer of specified material of plan thickness between a base and a subgrade.

SUBCONTRACTORS: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

Subgrade: that portion of the roadbed upon which the subbase, base or the pavement is to be placed. It includes the OWNER'S required distance beyond the back of the curb for streets, which are to be paved with concrete.

Superintendent: A person who has permission to act as an agent of the CONTRACTOR and has authority to issue both verbal and written agreements.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract, and for any and all requirements as set out in the specifications, Contract or plans. In order for a surety to be acceptable, the surety shall conform to the requirements of Section 3503.002, Texas Insurance Code.

Texas Low Emission Diesel (TxLED): Diesel fuel which is compliant with the TxLED program requirements as set forth by the TCEQ.

Work: All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the contract.

Working Time: See "Completion Time"

Working Day: A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes, in which weather or other

conditions not under the control of the CONTRACTOR shall permit the performance of the principal units of work underway for a continuous period of not less than seven hours between 7:00 am and 6:00 pm. A principal unit of work shall be that unit which controls the completion time of the contract.

101.2. ABBREVIATIONS AND ACRONYMS

References to specifications, standards, and guidelines throughout this text shall refer to the most current adopted versions. Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

%	Percent
'	Foot or Feet
"	Inch or Inches
#	Pound or pounds, or number if it precedes a numeral
AASHTO	American Association of State Highway and Transportation Officials
ABA	American Bankers Association
ACI	American Concrete Institute
am, a.m.	Before noon
ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
Asph.	Asphalt
Assn.	Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
APWA	American Public Works Association
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
B _c	Outside diameter of Pipe
B _d	Trench width
BMP	Best Management Practice
C	Centigrade
cc	Cubic Centimeter
CFR	Code of Federal Regulations
cfs	Cubic feet per second
CI	Cast Iron
CL	Center Line
cm	Centimeter
CO	Cleanout
C.O.C.	Cleveland Open Cup
Conc.	Concrete
Cond.	Conduit
Corr.	Corrugated
cSt	Centistokes (Viscosity)
Cu.	Cubic
Culv.	Culvert
CY, C.Y.	Cubic Yard
D	Inside Diameter
DI	Ductile Iron
Dia.	Diameter
Dr.	Driveway
Elev.	Elevation
F	Fahrenheit

FM	Factory Mutual
fps	Feet per second
Ft.	Foot or Feet
Gal.	Gallon
g, gm	Gram
HDPE	High Density Polyethylene
HP	Horsepower
Hr.	Hour
ID	Inside Diameter
in.	Inch or Inches
ISSA	International Slurry Surfacing Association
iSWM	Integrated Stormwater Management
Kg or kg	Kilogram
kPa	Kilopascals
L	Liter
Lb.	Pound or Pounds
LDPE	Low Density Polyethylene
LF.	Linear foot or feet
Lin.	Linear
LL	Liquid Limit
LLDPE	Linear Low Density Polyethylene
LMDPE	Linear Medium Density Polyethylene
LOI	Loss on Ignition
M	Meter
Max.	Maximum
MH	Manhole
Min.	Minimum or Minute
M.J.	Mechanical Joint
mm	Millimeter
Mod.	Modified
Mono.	Monolithic
mph	Miles per hour
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
MS4	Municipal Separate Storm Sewer System
MPa	Megapascal
MUTCD	(Texas) Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
Nat'l	National
NEMA	National Electrical Manufacturers Association
No.	Number
N.P.T.	National Pipe Thread
NRMCA	National Ready-mixed Concrete
NSF	National Sanitation Foundation
o.d., OD	Outside Diameter
OSHA	Occupational Safety and Health Administration
oz.	Ounce
Pa	Pascal
PI, P.I.	Plasticity Index
pm, p.m.	After noon
psi	Pounds per Square Inch
PVC	Polyvinyl Chloride
PVCO	Molecularly Oriented PVC

R	Radius
RAP	Recycled/Reclaimed Asphalt Pavement
RCP	Reinforced Concrete Pipe
RCRA	Resource Conservation and Recovery Act
Reinf.	Reinforced or reinforcing
Rem.	Remove
Rep.	Replace
R/W, ROW, R of W	Right-of-Way
Sani., San.	Sanitary
Sec.	Second
S.F.	Square Foot or Saybolt Furol (Viscosity)
Sq.	Square
SSPC	The Society for Protective Coatings [formerly Steel Structures Painting Council]
St.	Street or Storm
Std.	Standard
Str.	Strength
SWPPP	Storm Water Pollution Prevention Plan
SY	Square Yard
TAC	Texas Administrative Code
TAS	Texas Accessibility Standards
Tex-###-X	Refer to <i>TxDOT Manual of Testing Procedures</i>
TCEQ	Texas Commission on Environmental Quality [formerly Texas Natural Resource Conservation Commission (TNRCC)]
TDLR	Texas Department of Licensing and Regulations
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
TxDOT Item #	Refer to <i>TxDOT Standard Specifications for Construction of Highways, Streets and Bridges</i>
UL	Underwriter's Laboratory
um, μm	Micrometers
US, U.S.	United States
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
Vert.	Vertical
Vol.	Volume
Wt.	Weight
Yd.	Yard

ITEM 102. PROPOSAL PROCEDURES

102.1. PROPOSAL FORM

The OWNER shall furnish bidders with proposal forms which shall state the general location and description of the contemplated work and which shall contain an itemized list of the items of work to be done or materials to be furnished, and upon which bid prices are asked. The proposal form shall specify the form and amount of the proposal guaranty.

102.2. QUANTITIES IN PROPOSAL FORM

The quantities of the work and materials set forth in the proposal form or on the plans approximately represent the work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. Payment shall be made to the CONTRACTOR only for the actual quantities of work performed or materials furnished as measured in the field or otherwise determined by the OWNER in accordance with the Contract; and it is understood that the quantities may be increased or decreased as hereinafter provided, without in any way invalidating the bid prices.

102.3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Bidders are advised that the plans, specifications and other documents on file as stated in the advertisement shall constitute all the information, which the OWNER shall furnish. Bidders are required, prior to submitting any proposal, to review the plans and read the specifications, proposal, Contract and bond forms carefully; to obtain and read the most current versions of all referenced State, Federal, and National standards; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required to make a proposal.

No information given by the OWNER or any official thereof, other than that shown on the plans and contained in the specifications, proposals and other Contract documents, shall be binding upon the OWNER. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data, which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting a bid, represents and warrants: that it has prepared the bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that it has done any inspection or test it deems appropriate; that it has reviewed, studied and examined its bid prior to the signing and submission of same; and that it was cognizant of the terms of its proposal, verified its calculations and found them to be correct and agrees to be bound thereby.

102.4. PREPARATION OF PROPOSAL

The bidder shall submit its proposal on the forms furnished or approved by the OWNER. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices, both in words and numerals, for which it proposes to do the work contemplated or furnish the material required. Such prices shall be written in ink distinctly and legibly or submitted electronically if allowed by OWNER. In cases of discrepancy, the OWNER shall select the one most favorable to the OWNER, provided that it does not create a material mistake in the bid or otherwise change the result of bidding. If an individual submits the proposal, that individual or duly authorized agent must sign the proposal. If an association or partnership submits the proposal, the name and address must be given and the proposal signed by a duly authorized member of the association or partnership. If a corporation submits the proposal, the corporate name and business address must be given and the proposal signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink. When allowed by the bid documents, bids by internet, electronic mail or facsimile are acceptable as long as all legal and bid requirements are met. The CONTRACTOR accepts all risks associated with bidding in this manner. It is understood and agreed that the proposal may not be withdrawn once the bid-opening process has begun.

102.4.1. Safety Record. If the safety record is part of the bid requirements in accordance with Section 252.0435, Local Government Code, each CONTRACTOR bidding on projects must submit a notarized

affidavit with its bid attesting to its safety record. This information may be considered in determining the responsibility of the bidder for purposes of award.

102.5. PROPOSAL GUARANTY

No proposal shall be considered unless it is accompanied by a cashier's check on any state or national bank or acceptable bidder's surety bond, as specified in [Item 103](#). Award and Execution of Contract, payable unconditionally to the OWNER. The cashier's check or bidder's surety bond shall be in the amount of not less than five percent of the total amount of the bid. The proposal guaranty is required by the OWNER as evidence of good faith and as a guarantee that if awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract or pay the damages as set forth below. The bidder's surety bond shall be conditioned that, if the proposal is withdrawn after the bids have been opened or the CONTRACTOR refuses to execute the Contract in accordance with its proposal and provide the required surety bonds, the CONTRACTOR and the surety shall become liable to the OWNER for the amount of the bidder's surety bond.

In the event a cashier's check is submitted along with the proposal of the bidder, and the CONTRACTOR does not execute the Contract and provide the required surety bonds and evidence of insurance within 10 days after receipt of the awarded Contract, or withdraws its bid after bids have been opened, the OWNER shall be entitled to the proceeds of such check.

102.6. FILING OF PROPOSALS

No proposal shall be considered unless it is filed at the place and within the time limit for receiving proposals as stated in the advertisement and/or Notice to Bidders or any addendum. Each proposal shall be in a sealed envelope, plainly marked with the word "Proposal" and the name or description of the project as designated in the advertisement.

102.7. WITHDRAWING PROPOSALS

Proposals filed with the OWNER can be withdrawn or modified and redeposited prior to the time set for opening proposals. Request for non-consideration of proposals must be made in writing addressed to the OWNER prior to the time set for opening proposals. After other proposals are opened and publicly read, the proposal for which non-consideration is properly requested will be returned unopened. The proposal may not be withdrawn after the bid opening has commenced. The bidder, in submitting the same, warrants and represents that its bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid shall not and cannot be withdrawn after opening because of any mistake committed by the bidder; provided, however, that any bidder may withdraw its bid 90 days after the actual date of opening thereof, should no award have been made to such bidder.

102.8. OPENING PROPOSALS

The proposals filed with the OWNER shall be opened at the time stated in the advertisement and/or in the Notice to Bidders or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the OWNER. No Contract shall be awarded based on such proposals until after at least two days have elapsed.

102.9. CONSIDERATION OF PROPOSAL

After proposals are opened, the proposals shall be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. Until final award of the Contract, the OWNER reserves the right to reject any or all proposals, to waive technicalities or irregularities at its option, to re-advertise for new proposals or proceed to do the work otherwise in the best interests of the OWNER. Each bidder shall be furnished a copy of the bid tabulation upon request.

102.10. IRREGULAR PROPOSALS

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, unbalanced values or conditions not called for, unauthorized alternate bids or other irregularities of any kind. The OWNER may reject any proposal containing any such irregularity. The OWNER, however, reserves the right to waive any irregularities and to make the award in the best interest of the OWNER.

The BIDDER or CONTRACTOR shall not take advantage of any error in the bidding or contract documents. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown in or mentioned in both. In the case of any apparent difference between the drawings and specifications, or any other apparent error which the BIDDER or the CONTRACTOR may discover, the BIDDER or CONTRACTOR shall refer the matter to the OWNER, to which the decision of the OWNER shall govern. The OWNER shall have the right to correct any error discovered.

102.11. REJECTION OF PROPOSALS

The OWNER reserves the right to reject any or all proposals; and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following reasons, but not necessarily limited thereto:

- (1) proposal received after the time limit for receiving proposals as stated in the advertisement or any subsequently issued addendum;
- (2) proposal unaccompanied by the required bid security;
- (3) proposal constituting a nonresponsive bid;
- (4) proposal containing unsolicited conditions or qualifications;
- (5) failure to use the OWNER'S form of bid bond in submitting proposal, if included in the bid documents; or
- (6) a proposal submitted with a bid bond issued by a surplus line company or by a surety not licensed to transact insurance business in the State of Texas.
- (7) In the judgment of the OWNER, the proposal is incomplete.
- (8) All rejections shall be final.
- (9) The OWNER has the right to reject any and all bids and to accept or reject any and all schedules.

102.12. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their proposal not considered for any of the following reasons, but not necessarily limited thereto:

- (1) reasonable belief that collusion exists among the bidders;
- (2) reasonable belief that any bidder is interested in more than one proposal for the work contemplated;
- (3) the bidder having a history of filing frequent, excessive, meritless, or fraudulent claims against the OWNER, or against other CONTRACTORS on a project of the OWNER, or against other OWNERS or CONTRACTORS;
- (4) the bidder or its surety having defaulted on a previous contract, or the bidder performing poorly on a previous or current contract;
- (5) lack of competency, skill, judgment, financial capability, resources, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER.
- (6) uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded;
- (7) failure of bidder to use OWNER'S form of bid bond in submitting its bid, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S jurisdictional area;
- (8) unbalanced value of any bid items;
- (9) the bidder is currently a party to any litigation against the OWNER.
- (10) bidder's unexcused failure to properly and/or timely complete a project with the OWNER.
- (11) the OWNER'S decision that the bidder is disqualified shall be final.

102.13. RETURN OF PROPOSAL GUARANTY

Upon request, the OWNER shall return the proposal guaranties accompanying all proposals (except for the three apparent low proposals, or per policy of the OWNER. The three apparent low proposal guaranties shall be retained by the OWNER until the required Contract and surety bonds have been executed, after which they shall be returned.

ITEM 103. AWARD AND EXECUTION OF CONTRACT

103.1. CONTRACTOR'S WARRANTIES AND UNDERSTANDING

In consideration of, and to induce the award of this Contract to it, the CONTRACTOR represents and warrants:

- (1) that it is financially solvent, and sufficiently experienced and competent to perform the work;
- (2) that the facts stated in the proposal and the information given by it pursuant to the bidding documents are true and correct in all respects;
- (3) that it has read, understood and complied with all the requirements set forth in the bidding documents;
- (4) that it is familiar with and understands all laws and regulations applicable to the work; and
- (5) unless otherwise specifically provided for in the Contract documents, the CONTRACTOR shall do all the work and shall furnish all the tools, equipment, machinery, materials, supplies, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the Contract, the CONTRACTOR represents that it has visited the site of work, has fully familiarized itself with the local and on-site conditions under which the work is to be performed and has correlated its observation with the requirements of the Contract documents. In addition, the CONTRACTOR represents that it has satisfied itself as to subsurface conditions at the site of the work. Information, data and representations contained in the Contract documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. The CONTRACTOR agrees that it shall make no claims for damages; additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the work, which vary or differ from conditions or information, contained in the Contract documents. Except as provided in [Item 107.24](#), Existing Structures, Facilities and Appurtenances, all risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

CONTRACTOR assumes all risks for differing site conditions, and all risks and costs.

Unless otherwise stated in the Contract, the CONTRACTOR agrees that all or a portion of the work required by this Contract is a governmental function of the OWNER.

103.2. AWARD OF CONTRACT

The OWNER will attempt to award the Contract within 90 days after the opening of proposals. The award, if made, shall be to the lowest responsible bidder; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract.

103.3. SURETY BONDS

103.3.1. CONTRACTOR Surety Bonds. With the execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with the provisions of Texas Government Code, Chapter 2253, as amended, and Section 3503.002 of the Insurance Code, as amended. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price with or without notice to the surety, but in no event shall a change which reduces the Contract amount reduce the penal amount of such bonds. If performance and payment bond forms are included in the bid documents, these forms shall be used with this Contract.

103.3.1.1. Performance Bond. A good and sufficient bond in an amount not less than 100-percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or, conditioned on the faithful performance of the work in accordance with the plans, specifications and Contract documents, including performance of any guarantees or warranties required by OWNER, and including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one

year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract documents.

103.3.1.2. Payment Bond. A good and sufficient bond in an amount not less than 100-percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime CONTRACTOR or a SUBCONTRACTOR to supply public work labor or material.

103.3.1.3. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety on a performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the Contract shall be deemed due or payable until the substitute or additional bonds have been furnished to and accepted by the OWNER.

103.3.1.4. Bond Amounts Based on Contract Amount. If the amount of the Contract, including OWNER -accepted alternates and allowances, if any, is greater than \$100,000, Performance and Payment Bonds in 100% of the Contract amount are mandatory and shall be provided by the bidder receiving the award. If the Contract amount is greater than \$50,000 but less than or equal to \$100,000, only a Payment Bond in 100% of the Contract amount is mandatory; provided, however, that the bidder receiving the award may elect to furnish a Performance Bond in the same amount if the bidder so chooses. If the Contract amount is less than or equal to \$50,000, the bidder receiving the award may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid to the CONTRACTOR until final completion and acceptance of all work by OWNER. If the bidder receiving the award elects to provide Performance and Payment Bonds in 100% of the Contract amount, progress payments will be disbursed in accordance with the applicable Contract provisions.

103.3.2. Developer Surety Bonds. In order to insure that it might not incur liabilities, an OWNER may require, before it gives approval of the plans for development, that the OWNER of said development shall provide sufficient surety bond(s) to guarantee that claims against such development, in the event of default, shall be satisfied. Model Forms A.10, through A.13, for private development are in Appendix A. Claimants may also seek recovery by other means.

103.3.3. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall meet the applicable requirements of Section 3503.002, Texas Insurance Code and Chapter 2253, Texas Government Code, shall be made on forms furnished by the OWNER, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The Texas Insurance Board can be contacted at 800-578-4677. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate on the bond the name, address and phone number of a representative for the surety located in a county of the State of Texas acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

103.4. INSURANCE

Any insurance policies required under this [Item 103.4](#). Insurance may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

103.4.1. CONTRACTOR'S Insurance. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each SUBCONTRACTOR at its own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. In no case shall the insurance be less than that specified in the contract by the OWNER. Certificates of each policy and a copy of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of

premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated in Model Form A.6. in Appendix A. Coverage shall be of the following types and not less than the specified amounts:

103.4.1.1. Worker’s Compensation. Workers’ compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer’s liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee, \$500,000 disease - policy limit.

103.4.1.2. Commercial General Liability. Commercial general liability insurance, including independent CONTRACTOR’S liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring CONTRACTOR’S (or SUBCONTRACTOR’S) liability for injury to or death of OWNER’S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth in Table 103.4.1.2.(a) General Liability Insurance Minimum Coverage.

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

Table 103.4.1.2.(a) General Liability Insurance Minimum Coverage

General Aggregate	\$1,000,000
Products - Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

103.4.1.3. Automobiles. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

103.4.2. OWNER’S Protective Liability Insurance. CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this Contract an OWNER’S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR’S operations under this Contract. Coverage shall be on an “occurrence” basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR’S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

103.4.3. “Umbrella” Liability Insurance. If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

103.4.4. Railroad Protective Insurance. When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

103.4.5. Policy Endorsements and Special Conditions

103.4.5.1. Endorsements. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required;
- (3) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (4) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and
- (5) all provisions of the Contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

103.4.5.2. Insurance Requirements. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
- (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

103.4.5.3. CONTRACTOR Agreements. CONTRACTOR agrees to the following:

- (1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- (2) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- (3) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any SUBCONTRACTORS) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- (4) no special payments shall be made for any insurance that the CONTRACTOR and SUBCONTRACTORS are required to carry; all are included in the Contract price and the Contract unit prices.
- (5) approval, disapproval or failure to act by OWNER regarding any insurance supplied by CONTRACTOR or its SUBCONTRACTORS shall not relieve CONTRACTOR of full responsibility or liability for damages, errors, omissions or accidents during the term of the Contract.

103.5. EXECUTION OF CONTRACT

103.5.1. OWNER AND CONTRACTOR Responsibilities. The CONTRACTOR shall within 10 business days after receipt of the Contract sign the necessary agreements entering into the required Contract with the OWNER. No Contract shall be binding on the OWNER until all authorized signatures required by law have been affixed and the executed Contract delivered to the CONTRACTOR.

103.5.2. Failure to Execute. The failure of the CONTRACTOR to execute the Contract or provide the required statutory surety bonds within 10 business days after the Contract is received shall constitute a breach of its proposal and the OWNER may annul the award and retain the proceeds of the bid security. In the event the OWNER should re-advertise for bids, the defaulting CONTRACTOR may not be eligible to bid.

103.6. NOTICE TO PROCEED AND COMMENCEMENT OF WORK

Upon OWNER receipt of the executed Contract and the required insurance and surety bonds, a notice to proceed shall be issued by the OWNER indicating the date upon which the Contract time shall start and the projected date of completion. The OWNER will attempt to provide the notice to proceed within the time specified in the plans. The CONTRACTOR shall commence work within 10 days from the date specified in the written notice to proceed. No work shall commence before the notice to proceed has been issued. Unless otherwise specified in the contract, there shall be a preconstruction meeting between the OWNER and CONTRACTOR prior to the commencement of work.

103.7. DELAY OF CONTRACT

The CONTRACTOR shall not be entitled to any claim for damages due to delay in the award or notice to proceed. If the CONTRACTOR encounters any delay occasioned by the OWNER'S failure or inability to obtain right-of-way or is delayed by the relocation or removal of any of the utilities or other installations of similar kind, the CONTRACTOR shall not be entitled to any claim for damages by virtue of any delay. Should the OWNER unreasonably delay the issuance of the notice to proceed through no fault of the CONTRACTOR, the CONTRACTOR shall be entitled only to an extension of Contract time, the Contract amount to remain unchanged. The OWNER has the right to reject any and all bids and to accept or reject any and all schedules. At such time as actual construction has been started, the work will not be stopped or delayed without written permission of the OWNER, excluding delays caused by adverse weather conditions. The CONTRACTOR shall maintain at all times sufficient equipment and personnel on the project to produce satisfactory progress during the construction period.

103.8. ORDER OF WORK TO BE PERFORMED

After a contract has been awarded and before the "Notice to Proceed" is issued, the OWNER reserves the right to prioritize the order of the Work to be performed.

ITEM 104. SCOPE OF WORK

104.1. INTENT OF CONTRACT DOCUMENTS

The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract documents. It is not intended to mention every item of work in the specifications that can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract documents.

The CONTRACTOR shall do all work as provided in the plans, specifications, special provisions, bid and contract, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory manner acceptable to the OWNER. The CONTRACTOR shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary to the satisfactory prosecution and completion of the work.

104.1.1. Arrangement of Specifications and Headings. The inclusion of any particular specification in the various sections and divisions of these specifications does not indicate that it is applicable only to work specified within that section. For any particular item of work on any type of project, the specification describing that item shall govern regardless of the section of these specifications within which it is included. The specifications included herein are grouped together for convenience only and not for the purpose of restricting the application of any specification.

The titles and headings contained in the contract documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this contract.

104.2. CHANGE OR MODIFICATION OF CONTRACT

104.2.1. Increased or Decreased Quantities of Work. The OWNER reserves the right to make changes in the quantities of the work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits.

The OWNER reserves the right to decrease the work under this Contract. Payment to the CONTRACTOR for the Contract items shall be made for the actual quantities of work performed and material furnished at the unit prices set forth in the Contract, except as provided below.

When the quantity of work to be done or of materials to be furnished under any major item of the Contract is more than 125 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125 percent of the quantity stated in the Contract.

When the quantity of work to be done or of materials to be furnished under any major item of the Contract is less than 75 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

Any revised consideration shall be paid for as is hereinafter provided under [Item 109.3](#). Payment for Extra Work. The foregoing notwithstanding, the total original Contract amount shall not be increased more than 25 percent; the CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER'S right to reduce the total original Contract amount by more than 25 percent.

The Contract amount or the Contract time can only be increased or decreased by a properly written change order.

104.2.2. Alteration of Plans and Specifications. The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be

considered as waiving or invalidating any condition or provision of the Contract and bonds. Such changes shall be issued by the OWNER.

104.2.3. Extra Work. When any work is necessary to the proper completion of the project and for which no prices are provided for in the proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. Extra Work is further explained in [Item 109.3](#). Payment for Extra Work and [Item 104.3](#). Disputed Work and Claims for Additional Compensation. Payment for Extra Work shall be made as hereinafter provided in [Item 109.3](#). Payment for Extra Work. No work shall be undertaken which requires extra payment without having an executed change order approved by the CONTRACTOR and the OWNER, except when so ordered in writing.

104.2.4. Finality of Change Orders. In addition to the OWNER, the CONTRACTOR shall sign the Change Order Documents to verify the terms and conditions established by the Change Order; however, failure or refusal of the CONTRACTOR to sign a Change Order shall not relieve the CONTRACTOR of its obligation to execute the proposed changes in accordance with this Item and the other terms and provisions of this Contract. Each Change Order shall be specific and final as to prices and the extension of time, if any, and no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order.

104.2.5. General Claim Procedures. Except where otherwise provided in the Contract Documents, claims by the CONTRACTOR, whether for damages, additional compensation, additional time or other reasons must be made by written notice to the OWNER within fourteen days after occurrence of the event or events giving rise to the particular claim. Every claim, whether for damages, additional compensation, additional time or other reasons shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the CONTRACTOR by his or her signature) of the CONTRACTOR, verifying the truth and accuracy of the claim. Such verification shall be a condition precedent to the acceptability of any claim asserted by the CONTRACTOR. The CONTRACTOR shall be deemed to have waived any claim not made strictly in accordance with the procedure and time limits set out in this paragraph.

104.3. DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that:

- (1) certain work necessary or required to accomplish the result intended by this Contract or certain work ordered to be done as contract work by the OWNER is actually Extra Work and not CONTRACTOR work, or
- (2) any determination or order of the OWNER violates the terms and provisions of this Contract, then the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of its contentions with respect thereto and request a final determination by the OWNER. Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a change order covering the Extra Work as provided for in [Item 104.2](#). Change or Modification of Contract hereof, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, the OWNER shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve its right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within fourteen (14) days after receiving the OWNER's determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest. If the OWNER is properly notified of a protest by the CONTRACTOR, then the cost of such disputed work shall be accounted for in accordance with the force account method described in [Item 109.3.3](#). Force Account Work. Payment, if any is due, shall be made when the OWNER makes a final determination regarding the merit of the CONTRACTOR's protest. The final determination of the cost

of disputed work under this method, or of any issue regarding the merits of a protest, is not waived by the OWNER'S issuance of any Change Order providing for the funding of the disputed work.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of its protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation of damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of Contract working time only.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, produce for examination and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all its books and records showing all of its acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions shall have been complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of this Contract, except for the sums to be due under the payment provisions of this Contract. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract documents; and in any action against the OWNER to recover any sum in excess of the Contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the OWNER, upon demand therefore, shall also produce for inspection by the CONTRACTOR such records as the OWNER may have with respect to such disputed work or work performed under protest pursuant to order of the OWNER, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the CONTRACTOR'S claim.

104.4. PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or any SUBCONTRACTOR is performing Extra Work in accordance with [Item 109.3.3](#). Force Account Work or is performing disputed work or complying with a determination or order under protest in accordance with [Item 104.3](#). Disputed Work and Claims for Additional Compensation (the cost of which shall also be determined by the method set out in [Item 109.3.3](#). Force Account Work), the CONTRACTOR shall daily furnish the OWNER or other representative of the OWNER at the project site with three copies of verified statements showing:

- (1) the name and number of each worker, foreman, timekeeper, mechanic, or laborer employed on such work or engaged in complying with such determination or order, the character of such work each is doing and the wages paid to him or her, including the rate and amount of payroll taxes, contribution for insurance and federal social security; and
- (2) the nature, cost and quantity of any materials, supplies, tools, plant or construction equipment furnished or used in connection with the performance of such work or in complying with such determination or order, and from whom purchased or rented.

The above required statements and submittals are in addition to and not in lieu of statements or submittals required under [Item 104.3](#). Disputed Work and Claims for Additional Compensation and [Item 109.3](#). Payment for Extra Work. A copy of such statements shall be signed by the OWNER'S representative, noting thereon any items in question, and shall be returned to the CONTRACTOR within two working days after submission. This signature shall not be construed as the OWNER'S agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by OWNER representatives.

The CONTRACTOR and its SUBCONTRACTORS, when required by the OWNER, must also produce for inspection and audit by designated OWNER representatives, any and all of their books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the such Work or Disputed Work; the amounts expended therefore; and the costs

incurred for insurance premiums and other items of expense directly chargeable to such Extra Work or Disputed Work. The CONTRACTOR must permit the OWNER'S representatives to make extracts there from or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such Extra Work or Disputed Work.

ITEM 105. CONTROL OF WORK

105.1. CONTRACT DOCUMENTS

105.1.1. Priority of Contract Documents. In case of conflict between Contract documents, priority of interpretation shall be in the following order:

- (1) signed agreement (or Contract);
- (2) performance and payment bonds;
- (3) proposal;
- (4) special provisions (or conditions);
- (5) advertisement for bids (or invitation to bidders, or request for proposals);
- (6) project (or Contract) drawings;
- (7) Standard Specifications from Public Works Construction Standards - North Central Texas, and any addendum;
- (8) Standard Drawings from Public Works Construction Standards - North Central Texas, and any addendum;
- (9) referenced specifications.

105.1.2. Correlation of Documents. The Contract documents are complementary and what is called for by any one shall be as binding as if called for by all.

105.1.3. Contract Drawings and Specifications. The OWNER shall furnish the CONTRACTOR such copies of the Contract and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

The plans, the specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the Contract. All requirements occurring in any of them are binding. In cases of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over Standard Specifications, special provisions shall govern over both plans and Standard Specifications.

All other provisions of these Standard Specifications shall remain in force.

105.1.4. Supplemental Drawings and Specifications. In order to carry out the intent of the Contract documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER shall decide that there is no departure from the requirements of the Contract documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, OWNER shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written change order to be issued in accordance with [Item 104.2](#). Change or Modification of Contract herein.

105.1.5. Referenced Standards. All referenced State, Federal, and National standards are the most current version in effect, unless specifically noted otherwise. Referenced standards may include, but are not limited to, the latest version of publications such as *TxDOT Standard Specifications for Construction of Highways, Streets and Bridges*, *TxDOT Manual of Testing Procedures*, Federal Specifications, ASTM designations, AWWA standards, TMUTCD, ADA, TAS, and standards of other professional societies and associations.

105.1.6. Errors and Corrections in Drawings and Specifications. The OWNER shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract documents. The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or

specifications, the CONTRACTOR shall promptly submit the matter to the OWNER who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The work is to be made complete as intended by the Contract documents.

105.2. WORKMANSHIP, WARRANTIES, AND GUARANTEES

105.2.1. Workmanship. Unless otherwise expressly provided in the Contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

105.2.2. Special Warranty. If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract documents, any of the work is found to be defective or not in accordance with the Contract documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

105.2.3. SUBCONTRACTORS' and Manufacturers' Warranties. All SUBCONTRACTORS', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof, provided that if directed by the OWNER, the CONTRACTOR shall assign such warranties and guarantees in writing to the OWNER.

105.2.4. Corrected Work Warranty. Any work repaired or replaced shall be subject to the provisions of this section to the same extent as work originally performed.

105.2.5. Rights and Remedies. The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract.

105.3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier or distributor to illustrate some portion of the work. Product data or manufacturer's data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work. Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

With reasonable promptness and in such sequence as to cause no delay in the work or in the work of the OWNER or any separate CONTRACTOR, CONTRACTOR shall submit an acceptable number of copies of shop drawings, layouts, manufacturer's data and material schedules as may be required by the OWNER for review. Submittals may be checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER may require. Such review by the OWNER shall include checking for general conformance with the design concept of the project and general compliance with information given in the General Contract Documents. Indicated actions by the OWNER, which may result from OWNER'S review, shall not constitute concurrence with any deviation from the plans and specifications unless such deviations are specifically identified by the method described below, and further shall not relieve the CONTRACTOR of responsibility for errors or omissions in the submitted data. The OWNER may require that certain submittals be sealed by a licensed Texas Engineer. Processed shop drawing submittals are not change orders.

If deviations, discrepancies or conflicts between submittals and the design drawings and/or specifications are discovered, either prior to or after submittals are processed, the design drawings and specifications shall govern. Any deviation from the specified criteria shall be expressly stated in writing in the submittal. The CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract documents by the OWNER'S approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed

the OWNER in writing of such deviation at the time of submission and the OWNER has given written approval to the specific deviation.

The purpose of submittals by the CONTRACTOR is to demonstrate that the CONTRACTOR understands the design concept, and that it demonstrates its understanding by indicating which equipment and materials it intends to furnish and install, and by detailing the fabrication and installation methods it intends to use. The CONTRACTOR shall be responsible for dimensions that are to be confirmed and correlated at the job site, fabrication processes and techniques of construction, coordination of its work with that of other trades and satisfactory performance of its work. The CONTRACTOR shall check and verify all measurements and review submittals prior to being submitted, and sign or initial a statement included with the submittal, which signifies compliance with plans and specifications and dimensions suitable for the application. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the OWNER. All such portions of the work shall be in accordance with approved submittals.

The CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations. Three (3) copies of the approved submittals shall be retained by the CONTRACTOR until completion of the project and presented to the OWNER in bound form.

105.4. CONSTRUCTION STAKES

Unless otherwise expressly provided in the Contract drawings or specifications, the CONTRACTOR is responsible for locating or reestablishing project survey control, construction staking, including benchmarks, centerlines, and other measurements necessary for the proper execution of the project. The OWNER shall furnish the CONTRACTOR with all necessary information relating to the lines and grades.

All surveying under this section performed by the CONTRACTOR shall be done by a Texas Registered Professional Land Surveyor (RPLS). After completion of staking, the CONTRACTOR shall furnish survey field notes and cut sheets to the OWNER for review. Review of survey field notes and cut sheets shall in no way relieve the CONTRACTOR of liability for incorrectly setting stakes. When not listed as a separate pay item in the Contract, construction staking shall be considered as incidental work, and the cost thereof shall be included in such pay items as are provided in the Contract.

105.5. MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the Contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- (1) shall constitute a hazard to the work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- (2) shall cause unnecessary or unreasonable inconvenience to the public; or
- (3) shall not produce finished work in accordance with the requirements of the Contract documents; or
- (4) shall not assure the work to be completed within the time allowed by the Contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise OWNER'S right to prohibit such means or methods, shall not relieve the CONTRACTOR of its responsibility for the work or of its obligation to accomplish the result intended by the Contract documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER.

Where the Contract drawings, specifications or bulletins do not require the use of specific means or methods of construction, sequencing of construction or a specific traffic control plan, the CONTRACTOR shall submit its proposed plan of procedure, sequencing or traffic control plan to the OWNER sufficiently in advance of the work affected to permit a reasonable time for review and comments. The sequence of construction and traffic control plan must be approved in advance by the OWNER before construction begins. Failure to submit the proposed plan within a reasonable time shall not create a claim for damages for resulting delay in the work or for damages, nor shall it be a cause for extension of working time to complete the work.

CONTRACTOR further agrees to defend and indemnify OWNER for any claim or cause of action brought by any third party against the OWNER provided for in [Item 107.3](#). Indemnification hereof.

105.5.1. Conformity with the Plans. All work shall conform to the lines, grades, cross-sections, and dimensions shown on the plans. Any deviation from the plans which may be required by the emergency needs of construction will be determined and authorized in writing by the OWNER.

105.5.2. Public Utilities and Other Property to be Changed. In case it is necessary to change or move the property of any OWNER or of a public utility, such property shall not be moved or interfered with until ordered to do so by the OWNER. The right is reserved to the OWNER of public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs to their property that may be made necessary by performance of the contract. The OWNER reserves the right of entering upon the limits of a contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing structures, etc. and for making other repairs, changes, or extensions to any property on the projectsite.

105.6. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives its personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of its work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in its employ.

If the superintendent or any staff should be or become unsatisfactory to the OWNER, he/she shall be removed by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

The CONTRACTOR shall provide the OWNER a list of a minimum of three working contacts who are available 24 hours per day, seven days per week.

105.7. OWNER'S REPRESENTATIVES

Where the Contract documents indicate that determinations, directions or approvals shall be made by the OWNER or "OWNER'S representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them.

105.7.1. Authority of the Engineer. All work shall be performed in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between CONTRACTORS under these specifications and suspension of the work. Engineer shall determine the amount and quality of work performed and materials furnished, and Engineer's decisions and estimates shall be final. Engineer estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due under the Contract.

105.7.2. OWNER'S Representative's Final Determination. The OWNER'S representative's determinations shall be final relative to the proper performance of the work and the materials used, and the CONTRACTOR is bound thereby.

It is hereby covenanted and agreed between the two parties of this Contract that the OWNER'S representative shall review and determine all disputes, controversies or claims of either party in relation to this Contract or its performance. Such determination shall be made in writing by the OWNER'S representative within a reasonable time and shall be final and conclusive upon both the CONTRACTOR and the OWNER. It is further covenanted and agreed between the two parties to the Contract that the determination by the OWNER'S representative shall be a condition precedent to the right of any legal action at law or in equity that either party may have against the other.

105.8. SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall designate an address and, if available, a facsimile number, an email address, and other mutually agreeable contact methods where all notices, directions or other communications may be delivered.

Notices to the surety or sureties on Contract bonds shall be directed or delivered to the surety's home office or to the surety's designated agent for delivery of notices.

Service by mail shall be presumed complete upon deposit of the paper, enclosed in a postpaid, properly addressed envelope, in a post office or official depository under the care and custody of the United States Postal Service. Service by facsimile or email after 5:00 p.m. local time of the recipient shall be deemed delivered on the following business day.

A party may change its designated address, facsimile number, email address, or other mutually agreeable method of communication by delivering written notice of the change, properly signed, to all interested parties.

Nothing herein contained shall be deemed to preclude hand delivery of any notice, direction or communication to a party mentioned above.

105.9. INSPECTION

It is the intent of the OWNER to inspect all work on this project. The CONTRACTOR shall obtain written verification from the OWNER if an inspector is not needed before proceeding with that particular item of work. The CONTRACTOR must pay for all testing needed to determine acceptability for any work done without inspection, as directed by the OWNER.

The CONTRACTOR shall furnish the OWNER with every reasonable facility for ascertaining whether or not the work performed was in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense.

105.9.1. Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may not be measured and paid for and may be ordered removed at the CONTRACTOR'S expense. Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default, in which event the performance bond surety shall complete the Contract.

105.9.2. Final Inspection. Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER that the improvement is ready for final inspection. If the work is not acceptable to the OWNER at the time of such inspection, OWNER shall inform CONTRACTOR as to the particular defects to be remedied before final acceptance shall be made. CONTRACTOR shall promptly remedy the identified defects. The OWNER will notify the CONTRACTOR of the time allowed for correction of the unacceptable items found during the final inspection. The OWNER shall make final inspection of all work included in the Contract as soon as practicable after remedies have been made and the work is ready for acceptance.

105.9.3. Inspection Overtime. Project inspectors must be paid via the contract. The CONTRACTOR is required to reimburse the OWNER or its designated representative for the cost of all inspection overtime which may be necessary for the successful and expeditious prosecution of the work included in this Contract. Requests for overtime inspection must be submitted to the OWNER two working days in advance and on the proper form. Payment to the OWNER or its designated representative for overtime inspection costs will be made within 10 days of receipt of invoice. Failure to submit payment for overtime inspection may result in the

OWNER withholding the next monthly partial payment. No additional compensation or time shall be granted the CONTRACTOR for withheld monthly partial payments due to nonpayment of inspector overtime.

The maximum overtime rate for construction inspectors shall be determined by the OWNER. In case of disputes, the OWNER'S decision shall be final. Model Form A.8. Inspection Overtime is included in Appendix A.

105.10. ACCEPTANCE

Once the work is satisfactory to the OWNER and in accordance with the specifications and Contract documents, the CONTRACTOR shall be issued a certificate of acceptance. The Certificate of Acceptance will not be issued until all work required by the Contract, including all water and wastewater appurtenances have been adjusted to their final position.

ITEM 106. CONTROL OF MATERIAL

106.1. SUBSTITUTION OF MATERIALS

The specifications for materials set out the minimum standard of quality that the OWNER believes necessary to procure a satisfactory project. No substitutions will be permitted until the CONTRACTOR has received written permission of the OWNER to make a substitution for the material that has been specified. Requests for substitution shall be made prior to the date of the preconstruction conference.

Where the term "or equal," or "or approved equal" is used, it is understood that if a material, product, or piece of equipment bearing the name so used is furnished it will be approvable, as the particular trade name was used for the purpose of establishing a standard of quality acceptable to the OWNER. If a product of any other name is proposed for use, the OWNER'S approval thereof must be obtained before the CONTRACTOR procures the proposed substitute.

Where the term "or equal," or "or approved equal" is not used in the specifications, this does not necessarily exclude alternative items or material or equipment which may accomplish the intended purpose. However, the CONTRACTOR shall have the full responsibility of proving that the proposed substitution is, in fact, equal, and the Engineer, as the representative of the OWNER, shall be the sole judge of the acceptability of substitutions. The provisions of this sub-section as related to "Substitutions" shall be applicable to all sections of these specifications.

Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the OWNER shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the OWNER.

106.2. MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to obtain the approved materials, equipment and articles from sources of its own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

106.3. SALVAGEABLE MATERIAL

All salvageable material shall be designated by and remain the property of the OWNER. Any designated salvageable material that is destroyed or damaged due to negligence of the CONTRACTOR shall be replaced with new material by the CONTRACTOR at no expense to the OWNER. Salvage material, unless designated for reuse, shall be returned to a location designated by the OWNER.

106.4. OFF-SITE STORAGE

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the OWNER, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection.

Payment for costs incurred in storage of materials or equipment away from the project site will not be made by the OWNER unless:

- (1) the OWNER has approved off-site storage in writing; and
- (2) the materials will not be incorporated into the project within the next 60 days;

- (3) the materials or equipment are stored in a bonded warehouse located in the County approved by the OWNER and identified with the project for which they are stored as evidenced by warehouse receipts and appropriate documents of title;
- (4) an official PAID receipt from the material supplier is provided; and
- (5) CONTRACTOR may invoice only for the amount actually paid for the storage of the material.
- (6) Storage in facilities of the manufacturer or CONTRACTOR will not be permitted or paid for, unless such storage is expressly approved in writing by the OWNER.

106.4.1. Early Delivery to Project Site. All materials or equipment delivered to the project site earlier than thirty (30) days prior to an approved schedule for delivery to the project site shall be classified as an "early delivery". All early delivery materials or equipment must have written permission of the OWNER to be stored on the project site. Should any unauthorized early delivery occur, CONTRACTOR shall, at the CONTRACTOR'S expense, cause such early delivery to be removed from the project site and stored off-site until required at the project site. All costs of labor, transportation and storage will be included as part of the expense. If the CONTRACTOR fails or refuses to remove unauthorized early delivery materials, the OWNER may cause such materials to be removed at the CONTRACTOR'S sole expense, and amounts may be withheld from the CONTRACTOR'S Application for Payment to reimburse the OWNER for any costs incurred in removing unauthorized early delivery materials. The OWNER will not be responsible for the protection of or risk of loss on any early delivery materials or equipment, nor will the OWNER be liable for any payment thereon.

106.5. SAMPLES AND TESTS OF MATERIALS

Unless otherwise stipulated in the Contract documents, initial testing of all materials, construction items or products incorporated in the work shall be performed at the direction and expense of the OWNER, including initial compaction and density tests deemed necessary.

In the event materials, construction items or products incorporated in the work fail to satisfy the minimum requirements of the initial test, appropriate prove out test shall be made as directed by the OWNER to determine the extent of the failure and to verify that the corrective measures have brought the item up to specification requirements. The cost of all testing necessary to determine the extent of the failure and the adequacy of the corrective measures shall be the responsibility of the CONTRACTOR.

The failure of the OWNER to make any tests of materials shall in no way relieve the CONTRACTOR of its responsibility of furnishing materials conforming to the Contract documents.

Tests, unless otherwise specified, shall be made in accordance with the latest methods of the American Society for Testing and Materials. The CONTRACTOR shall provide such facilities as the OWNER may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made. The CONTRACTOR shall furnish adequate samples without charge. Test materials and samples shall be stored so as to ensure the preservation of their quality and fitness for the Work. If directed by the OWNER, they shall be placed on wooden platforms or other hard, clean surfaces and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection.

The inspections and tests made by the OWNER, its inspectors or agents, shall ordinarily be made without cost to the CONTRACTOR unless otherwise expressly specified in the Contract documents. The CONTRACTOR shall furnish without additional cost to the OWNER such materials for testing as may be reasonably necessary. Retesting after failure to pass tests shall be at the expense of the CONTRACTOR. Should the percentage of rejected material or equipment be unreasonably large, the additional cost of such inspection and tests resulting therefrom shall be borne by the CONTRACTOR. The OWNER shall determine what extra inspection is and shall determine the additional cost incurred thereby and payable by the CONTRACTOR, and such determination shall be final.

106.6. SURPLUS MATERIALS

Surplus materials shall be disposed of by the CONTRACTOR at his expense. Surplus materials including excavation shall be removed from the site unless specified otherwise under the performance specifications.

ITEM 107. LEGAL RELATIONS AND CONTRACTOR RESPONSIBILITIES

107.1. CONTRACTOR INDEPENDENCE

While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is, and shall be, an independent CONTRACTOR and shall not, with respect to its acts or omissions, be deemed an officer, employee or agent of the OWNER. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the OWNER.

CONTRACTOR is, and shall remain, an independent CONTRACTOR, with full, complete and exclusive power and authority to direct, supervise, and control its own employees and SUBCONTRACTORS and to determine the method of the performance of the work covered under this Contract. The fact that the OWNER or the Engineer shall have the right to inspect or observe CONTRACTOR'S work during performance and to exercise the other rights and prerogatives expressly reserved to the OWNER or the Engineer under this Contract is not intended to, and shall not any time, change or affect the status of the CONTRACTOR as an independent CONTRACTOR with respect to the OWNER, the CONTRACTOR'S own employees or any other person, firm or corporation.

Nothing contained in the Contract documents shall create any contractual or agency relationship between the Engineer and the CONTRACTOR.

107.2. NO THIRD PARTY CONTRACTUAL RIGHTS

This Contract is solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

107.3. INDEMNIFICATION

CONTRACTOR covenants and agrees to and does hereby indemnify, hold harmless and defend, at its own expense, OWNER, its officers, officials, agents and employees, from and against any and all claims or suits, judgments and costs and expenses for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the work and services to be performed hereunder by CONTRACTOR, its officers, officials, agents, employees, SUBCONTRACTORS, licensees or invitees, whether or not caused, in whole or in part, by the alleged negligence of the officers, agents, and employees, of the OWNER. CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless OWNER from and against any and all injuries, damage, loss or destruction to property of OWNER during the performance of any of the terms and conditions of this contract, whether arising out of in whole or in part, any and all alleged acts or omissions of officers, agents, or employees of OWNER.

The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

107.4. OWNER'S OFFICERS, EMPLOYEES OR AGENTS

107.4.1. Claim Against Officers, Employees or Agent of the OWNER. No claim whatsoever shall be made by the CONTRACTOR against any officer, employee, or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

107.4.2. Financial Interest in Any Contract by OWNER'S Officers, Employees or Agents. CONTRACTOR is hereby advised to comply with the OWNER'S financial interest or comparable policy. If OWNER does not implement a financial interest or comparable policy of its own, provisions of this Item shall govern matters of financial interest.

No officer, employee, or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the Contract involved voidable by the OWNER.

107.4.3. Conflict of Interest. CONTRACTOR shall complete and submit the State of Texas Conflict of Interest Questionnaire, form CIQ as required by Texas Local Government Code, Chapter 176.

107.5. VENUE AND GOVERNING LAW

The parties herein agree that this Contract shall be performed in the county in which the OWNER's principal office is located, and if legal action is necessary in connection therewith, exclusive venue shall lie in this county. The terms and provisions of the Contract documents shall be construed in accordance with the laws and court decisions of the State of Texas.

107.6. NO WAIVER OF LEGAL RIGHTS

Inspection by the OWNER; any order, measurement, quantity or certificate by the OWNER; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the Contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion by the CONTRACTOR or its agents that is discovered in the work by the OWNER after the final payment has been made.

Neither final acceptance of the work nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefrom:

- (1) showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the CONTRACTOR or any other person under this Contract, or
- (2) from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or
- (3) that the work or the materials or any parts thereof do not in fact conform to the Contract requirements; and
- (4) demanding the recovery from the CONTRACTOR of any overpayments made to it, or such damages as the OWNER may sustain by reason of the CONTRACTOR's failure to perform each and every part of this Contract in strict accordance with its terms; or both.

107.7. SEVERABILITY

In the event a term, condition, or provision in this Contract is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition or provision, shall be deleted and the remainder of the Contract shall remain in full force and effect.

107.8. HEADINGS

The title and headings contained in the Contract documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

107.9. OBLIGATIONS TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

107.10. PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the work under this Contract and for any act or neglect of the CONTRACTOR, its agents, employees or SUBCONTRACTORS. CONTRACTOR shall bear all losses, if any, resulting on account of the amount and character of the work, or because the conditions under

which the work must be done are different from what CONTRACTOR estimated or anticipated, or because of weather, floods, elements or other causes, regardless of the expected completion date set forth in the Contract Documents.

107.11. SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this Contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

107.12. SUPERVISION AND CONSTRUCTION PROCEDURES

The CONTRACTOR shall supervise and direct all the work, using its best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The CONTRACTOR shall carefully study and compare the Contract documents and shall at once report to the OWNER any error, inconsistency or omission it may discover. The CONTRACTOR shall perform no portion of the work at any time without Contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the OWNER's employees, SUBCONTRACTORS, and agents, as well as the CONTRACTOR's employees and SUBCONTRACTORS performing any of the work under a contract with the CONTRACTOR. The CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him or her.

The CONTRACTOR shall not be relieved from its obligations to perform the work in accordance with the Contract documents either by the activities or duties of the OWNER in its administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

The CONTRACTOR shall give to the work the consistent attention necessary to facilitate the progress thereof, and the CONTRACTOR shall cooperate with the OWNER, and with other CONTRACTORS in every way possible.

The OWNER and the OWNER'S representatives shall at all times have free access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide safe, convenient and proper facilities for such access and inspection.

107.13. LABOR AND MATERIALS

Unless otherwise provided in the Contract documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

107.14. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the CONTRACTOR agrees as follows:

107.14.1. Nondiscrimination Toward Employees. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, military or veteran status, disability unrelated to job performance, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

107.14.2. Nondiscrimination Employment Practices. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or age.

107.14.3. Labor Unions. The CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided, advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

107.14.4. Provisions in Subcontracts. The CONTRACTOR shall include the provisions of this section in all subcontracts pertaining to the work.

107.14.5. Reports. During the course of the work, the CONTRACTOR shall submit to the OWNER, on a monthly basis, a breakdown by minority group of all employees at the site of the work.

107.15. STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase of:

- (1) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- (2) all materials, supplies and other tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, necessary and essential for the performance of the Contract with the OWNER which is to be completely consumed at the job site.

Tangible personal property necessary and essential for the performance of the Contract includes only such materials, tools and supplies specifically needed and directly used to incorporate tangible personal property into the real estate being improved under the Contract. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption. Tangible personal property is “completely consumed” if after being used once for its intended purpose it is used up or destroyed. Any exemption certificate issued by the CONTRACTOR is subject to the existing rules and interpretation governing the exemption issued by the Comptroller of Public Accounts of the State of Texas. The OWNER will not make interpretations of the extent or applicability of the exemption in a particular case; if the CONTRACTOR, or any SUBCONTRACTOR or supplier of the CONTRACTOR, has any questions about the extent or applicability of the exemption in specific circumstances, guidance should be sought from the State Comptroller’s Office.

Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

107.16. PATENTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or OWNER, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent, copyright, mark or license.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

107.17. COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. CONTRACTOR shall correct any work not in compliance with local, state or federal laws.

The CONTRACTOR shall secure and pay for all permits and licenses necessary for the execution of the work and shall fully comply with all their terms and conditions.

All work required under this Contract shall comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, it shall immediately report this to the OWNER for resolution.

107.17.1. Pleas of Misunderstanding. No pleas of misunderstanding or ignorance thereof will be considered. The CONTRACTOR and the CONTRACTOR’S Sureties shall indemnify and save harmless the OWNER

against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or order whether by the CONTRACTOR, its employees, or SUBCONTRACTORS.

All work required under this contract shall comply with all required documents of law, regulation, permit or license, if the CONTRACTOR finds that there is a variance, the CONTRACTOR shall immediately report such to the OWNER for resolution.

OWNER shall not be liable for interest on any progress or final payment to be made under this Contract, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended.

107.18. SANITARY PROVISIONS

The CONTRACTOR shall establish and enforce among its employees such regulations in regard to cleanliness and disposal of garbage and waste as shall tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private, and such regulations as are required by the OWNER shall be put into immediate force and effect by the CONTRACTOR. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such a manner and at such points as shall be approved by the OWNER, and their use shall be strictly enforced by the CONTRACTOR. All sanitary laws and regulations of the State of Texas and the OWNER'S jurisdiction shall be strictly complied with.

107.19. PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work site shall be so placed, and the work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the OWNER. The CONTRACTOR shall make provisions by bridges or otherwise at all cross streets, highways, sidewalks and private driveways for the free passage of pedestrians and vehicles, provided that where bridging is impracticable or unnecessary, in the opinion of the OWNER, the CONTRACTOR may make arrangements satisfactory to the OWNER for the diversion of traffic and shall, per the Contract, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed except by special permission of the OWNER. The materials excavated, and the construction materials or plant used in the construction of the work, shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, sanitary sewers and fire alarm or police call boxes in the vicinity.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards to the public convenience and safety which may come to its attention, after 24 hours' notice in writing to the CONTRACTOR, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the OWNER shall be deducted from the monies due or to become due the CONTRACTOR. The CONTRACTOR shall notify the OWNER when any street is to be closed or obstructed; such notice shall in the case of major thoroughfares or streets upon which transit lines operate be made 48 hours in advance. The CONTRACTOR shall, when directed by the OWNER, keep any street or streets in condition for unobstructed use by emergency services. Where the CONTRACTOR is required to construct temporary bridges or to make other arrangements for crossing over ditches or streams, its responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

Where the work passes over or through private property, the OWNER shall provide such right-of-way. The CONTRACTOR shall notify the proper representatives of any public utility, corporation, any company or individual, not less than 48 hours in advance of any work which might damage or interfere with the operation of property along or adjacent to the work. The CONTRACTOR shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract documents or caused by agents or employees of the OWNER) by reason of any negligent act or omission on the part of the CONTRACTOR, its employees, agents or SUBCONTRACTORS, or at any time due to defective work or materials, or due to its failure to reasonably or properly prosecute the work, and said responsibility shall not be released by the fact that the work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the CONTRACTOR, restoration shall be completed according to [Item 107.27](#). Restoration of Property.

107.20. PROTECTION OF WORK AND PERSONS AND PROPERTY

107.20.1. Protection of Work. During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect all work against any damage, loss or injury. In the event of damage, loss or injury, the CONTRACTOR shall promptly replace or repair the work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

107.20.2. Protection of Persons and Property. The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. Compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property according to [Item 801.1](#). Barriers and Warning and Detour Signs.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on, in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at its own cost and expense provide such flagmen and watchmen in addition to its responsibility to furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as are required by law. During periods when schools are in session, the CONTRACTOR will be required during the construction of the Work to:

- (1) Maintain a suitable all-weather footpath across the Work at all designated school crosswalks.
- (2) Move and reinstall pedestrian crossing warning signs as construction and routing of traffic lanes require.

The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs, and lights, and other precautionary measures shall not cease until directed in writing by the OWNER or until final payment, whichever occurs first. If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property, the OWNER may order such additional precautionary measures as required by law to be taken to protect persons and property. The CONTRACTOR shall reimburse the OWNER for any expense incurred by the OWNER in taking any additional precautionary measures as a result of the CONTRACTOR'S failure to do so.

In addition, the CONTRACTOR will be held responsible for all damage to the work and other public or private property due to the failure of warning devices, barricades, signs, lights, or other precautionary measures in protecting said property, and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

Minimum standards for safeguarding pedestrian and vehicular traffic are contained in the current *Texas Manual of Uniform Traffic Control Devices*, as amended, Texas Department of Transportation. Signage, barricades and other traffic control devices for detouring and maintenance of traffic on this Contract shall be as provided in above said manual and as directed by the OWNER. Costs associated with the acquisition and removal of required traffic control devices shall be considered incidental to the Work.

107.20.3. Trench Safety.

107.20.3.1. Regulations. The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR is advised that Federal Regulations 29 C.F.R. 1926.650-1926.652 have been, in their most recent version as amended, in effect since January 2, 1990.

The CONTRACTOR shall fully comply with the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) regulations pertaining to excavations, trenching, and shoring and shall provide and familiarize its employees involved in excavation and trenching with the provisions in OSHA pamphlet number 2226, excavation and trenching operations.

107.20.3.2. Indemnification. In addition to any other indemnification, CONTRACTOR agrees to defend, indemnify and hold OWNER, its officers, agents and employees, completely harmless from any claims, lawsuits, judgments, costs and expenses (including attorney's fees, if any) for any personal injury (including death), property damage or other harm for which recovery of damages is sought (including any injury, death or damage suffered by the CONTRACTOR'S own employees) arising out of or occasioned by the use of any trench excavation plans, regardless of their origin, or by any negligent, grossly negligent, strictly liable or intentional act of the CONTRACTOR, a SUBCONTRACTOR or any individual employee or laborer (whether or not an employee of the CONTRACTOR or a SUBCONTRACTOR) in the performance or supervision of actual trench excavation under the contract. This indemnity applies regardless of whether OWNER'S or consulting engineer's negligence or fault in the administration of this contract or in the preparation, review or approval of the OWNER'S or CONTRACTOR'S trench excavation plan contributed to the injury, death or damage. OWNER accepts no liability whatsoever as a result of its preparation, review or approval of any trench excavation plan under this contract; OWNER makes no warranty, express or implied, concerning the adequacy or correctness of any trench excavation plan.

(The provisions of this paragraph are solely for the benefit of the parties to the contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This paragraph shall not be construed to waive any governmental immunity of the OWNER. This paragraph controls in the event of a conflict with any other indemnity or OWNER- warranty provision in the specifications).

107.20.3.3. Trench Safety Plan. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Engineer qualified to do such work and licensed/registered in the State of Texas. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement shall not be used without permission from the OWNER. Plans for devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by Professional Engineers licensed/registered in the State of Texas or by a Professional Engineer licensed/registered in the state of manufacture of the shield or shoring system.

107.20.3.4. Shoring and Sheeting. The sides of all excavation shall be supported in accordance with the trench safety plan. Where bracing or sheeting and bracing are used, the trench width shall be increased accordingly, shall be considered as incidental work, and shall not be paid for as a separate item. In wet, saturated or flowing materials where it is necessary to install tight sheeting or cofferdams, wood or steel sheet piling of a design and type approved by the OWNER shall be used. All sheeting, shoring and bracing shall have sufficient strength and rigidity to withstand the pressure exerted, to maintain the sides of the excavation properly in place, and to protect all persons or property from injury or damage. When excavations are made adjacent to existing buildings or other structures or in paved streets, particular care shall be taken to adequately sheet, shore and brace the sides of the excavation to prevent undermining of or settlement beneath the structures or pavement. Underpinning of adjacent structures or pavement shall be done at the CONTRACTOR'S own cost and expense and in a manner satisfactory to the OWNER, or, when required by the OWNER, the pavement shall be removed, the void satisfactorily filled, compacted and the pavement replaced by the CONTRACTOR. The entire expense of such removal and subsequent replacement thereof shall be borne by the CONTRACTOR. Wooden sheeting, shoring and bracing shall be left in place where it is adjacent to the pipe embedment for the initial lift of backfill.

The removal of all sheeting, shoring and bracing shall be done in such manner as not to endanger or damage either new or existing structures, or private or public properties; and so as to avoid cave-ins or sliding of the banks. All holes or voids left by the removal of the sheeting, shoring or bracing shall be immediately and completely filled and compacted with suitable materials. If, for any reason, the CONTRACTOR, with the approval of the OWNER, elects to leave in place the sheeting, shoring or bracing, no payment shall be allowed for such material left in place unless ordered by the OWNER to be left in place.

107.20.3.5. Inspection. The CONTRACTOR shall cause all shoring or bracing to be inspected by an OSHA competent person. According to OSHA regulations, a competent person is defined as one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

107.20.3.6. Payment for Trench Safety and Shoring. Payment for trench safety shall be by the lineal feet of trench exceeding a depth of 4-ft. unless otherwise specified in the Contract. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and re-compaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during Contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of [Item 104.2.3](#). Extra Work and/or [Item 109.3](#). Payment for Extra Work. Should the OWNER fail to authorize the work as provided for in [Item 104.2.3](#). Extra Work and [Item 109.3](#). Payment for Extra Work, then the CONTRACTOR shall proceed under the provisions of [Item 104.3](#). Disputed Work and Claims for Additional Compensation and [Item 104.4](#). Performance of Extra or Disputed Work. Trench safety requirements are mandatory and shall not be waived.

107.21. PROJECT SIGNS

Project signs shall be furnished, constructed, and erected by the CONTRACTOR as directed by the OWNER. Signs shall be placed in a location selected by the OWNER and maintained in good condition until the completion of the project. Project signs shall be removed by the CONTRACTOR upon the completion and acceptance of the project by the OWNER.

107.22. WORKING AREA

The CONTRACTOR shall confine its equipment, storage of materials and construction operations to the area shown on the Contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with its construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other CONTRACTORS of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by its contracts. The CONTRACTOR shall give to such other CONTRACTORS all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for its use shall be provided at its own effort, cost and expense.

All rights-of-way and easements shown on the plans for construction will be provided by the OWNER. If private property is leased or occupied by the CONTRACTOR for use in conjunction with the Work, the CONTRACTOR shall provide to the OWNER, in writing prior to final acceptance of the Work, a release of the CONTRACTOR and OWNER from any and all claims the private property OWNER has or may have as a result of the CONTRACTOR'S use of the private property during the course of the Work. The release shall be signed by the private property OWNER or the private property OWNER'S agent.

107.23. RAILWAY CROSSINGS

Where the work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

Prior to crossing or working on Railroad Right-of-Way, the CONTRACTOR will be required to contact the railroad company, or companies, and to execute CONTRACTOR'S Agreements as may be required by each railroad company involved. No work shall be permitted where railroads are involved until the OWNER is furnished sufficient correspondence from the railroad company involved to ascertain that either the agreement has been executed or a certified copy of the insurance policy furnished, or that no such action is required.

107.24. EXISTING STRUCTURES, FACILITIES AND APPURTENANCES

107.24.1. General. This [Item 107.24](#). Existing Structures, Facilities and Appurtenances addresses only matters arising from certain existing, man-made surface and subsurface structures, facilities and appurtenances, not naturally occurring conditions. **AS PROVIDED IN ITEM 103.1. CONTRACTOR'S WARRANTIES AND UNDERSTANDING, THE OWNER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM ARISING FROM A DIFFERING, NATURALLY OCCURRING SURFACE OR SUBSURFACE CONDITION, OR FROM ANY MAN-MADE CONDITION THAT IS NOT A SURFACE OR SUBSURFACE STRUCTURE, FACILITY OR APPURTENANCE.** The OWNER'S responsibility for any claim arising from existing, man-made surface and subsurface structures, facilities and appurtenances is governed solely by this [Item 107.24](#). Existing Structures, Facilities and Appurtenances, and any situation involving a differing subsurface condition not included herein shall be governed solely by [Item 103.1](#). CONTRACTOR'S Warranties and Understanding.

107.24.2. Showing Locations. The plans show the general locations of all known, existing man-made surface and subsurface structures, facilities and appurtenances. The locations of many gas mains, water and wastewater mains, storm sewers, drains, culverts, conduits and other man-made utility structures, facilities and appurtenances, however, are unknown. **THE OWNER DOES NOT WARRANT THE PLANS TO SHOW THE EXACT LOCATIONS OF ANY AND ALL KNOWN, EXISTING MAN-MADE SURFACE AND SUBSURFACE STRUCTURES, FACILITIES AND APPURTENANCES, AND DOES NOT WARRANT THAT IT KNOWS OF THE EXISTENCE OF ALL POSSIBLE EXISTING MAN-MADE SURFACE AND SUBSURFACE STRUCTURES, FACILITIES AND APPURTENANCES.** The OWNER assumes no responsibility, except as provided below, for any failure to show any or all of these structures on the plans or to show them in their exact locations.

Wherever the OWNER has caused certain test borings to be made on the site, or when any information pertaining to the character or depth of materials is found from observations, records or otherwise, such information revealed thereby may be indicated on the plans. The action of the OWNER in revealing such information shall not in any manner be construed as conclusive or as a warranty on the part of the OWNER of the exact nature of the subsurface conditions that shall be encountered during construction of the work. Although the information is shown as accurately as possible, the OWNER does not guarantee that any materials to be encountered at any point or points are even approximately the same, either in character or elevations, as those shown on the plans. The information thus furnished by the OWNER is intended only as a guide to the CONTRACTOR'S own investigations preliminary to submitting a bid for the work.

107.24.2.1. Soil Borings. Soil Borings are to be used for information only and are not warranted accurate or conclusive in any way. The OWNER accepts no responsibility for any deviation from or variance in soil types and/or depths shown on the borings.

107.24.3. Conditions for Increases to Work or Payment. The CONTRACTOR and OWNER mutually, expressly agree that the failure of the OWNER to show any existing, man-made surface or subsurface structure, facility or appurtenance on the plans, or the failure to show them on the plans in their exact locations, shall not be considered as a basis of a claim for Extra Work, damages or other compensation of

any kind, nor shall it be considered as a basis for increasing the quantities of work or unit prices on any bid item, unless:

- (1) The CONTRACTOR could not have discovered the existing, man-made surface or subsurface structure, facility or appurtenance by a reasonable review of the plans and specifications and a reasonable, careful inspection of the work site prior to bid opening or award of the Contract; and
- (2) The existing, man-made surface or subsurface structure, facility or appurtenance is in a location that necessitates a substantial change in the alignment, depth or hydraulic gradient of the work to be constructed under the Contract because the CONTRACTOR cannot, by the use of reasonable skill or care, place the work in accordance with the original alignment, depth or hydraulic gradient; or
- (3) The existing surface or subsurface structure, facility or appurtenance requires the construction of a special structure, facility, appurtenance or other special work, provisions for which are not already made in the plans and specifications, to protect either the existing, man-made surface or subsurface structure, facility or appurtenance or the work to be constructed under the Contract from damage.

If the elements of (1) and either (2) or (3) occur, the provisions of the specifications regarding claims for Extra Work apply. Otherwise, the condition is considered part of the Contract work and OWNER shall not be liable for extra compensation. Provided, however, that the OWNER will not be liable for payment of Extra Work claims under this subsection that are not timely filed in accordance with other provisions of the specifications, nor shall the OWNER be liable to pay for any additional work or additional costs arising solely from a decision of the CONTRACTOR to change the original means or methods of construction chosen because an existing, man-made surface or subsurface structure, facility or appurtenance is encountered.

107.24.4. Utility Coordination and Protection. It is the intention of the OWNER that all known conflicts between utility-owned facilities and the proposed construction will be cleared prior to the issuance of the work order. Utility information shown on the plans must be confirmed by actual field check in advance of construction. Table 107.24.4.(a) Utility Coordination lists the most frequently needed contacts.

Table 107.24.4.(a) Utility Coordination

Entity	Contact Information
Texas One Call system	811
Municipal, Governmental, or Quasi-Governmental Utility OWNER	CONTRACTOR shall contact the respective entity

It will be the CONTRACTOR'S responsibility to locate and report all utility conflicts to the OWNER promptly in order to avoid unnecessary delays, and the CONTRACTOR will cooperate with utility OWNER s in making the adjustment(s). Conflicts that are found during construction will be resolved as expeditiously as possible.

The CONTRACTOR will be required to protect adequately all utility-owned facilities from damage or displacement by its operations.

The adjustment or location of any utility-owned facility which the CONTRACTOR may desire for its own convenience or ease of construction will be its responsibility to coordinate and will be at its own expense.

CONTRACTOR shall further abide by the provisions of [Item 201.2](#). Determining Location and Protection of Existing Structures and Utilities.

107.25. PROJECT CLEAN-UP

The CONTRACTOR shall keep the project site in a neat and orderly condition as an integral part of the contracted work and as such shall be considered subsidiary to the appropriate bid items. Clean up work shall be done as needed or as directed by the OWNER as the work progresses. Clean-up shall be done on a daily basis. Clean up work shall include, but not be limited to:

- (1) Removing the trash, paper, rubbish and debris resulting from operations
- (2) Sweeping streets clean of dirt or debris
- (3) Alleviating any dust nuisance in the work area
- (4) Storing excess material in appropriate and organized manner
- (5) Keeping trash of any kind off of residents' property

The CONTRACTOR, prior to utilizing any private property, shall provide a written agreement between the CONTRACTOR and the Property OWNER to the Project Manager or Construction Superintendent. The agreement shall state what uses are allowed for the property, the length of time the CONTRACTOR is allowed to use it and the final condition the property shall be returned to once all work is completed. CONTRACTOR shall provide a written release from the Property OWNER once the area has been restored.

The work shall be so conducted as to create a minimum amount of inconveniences to the public. At any time when in the judgment of the OWNER the CONTRACTOR has obstructed or closed or is carrying on operations in a greater portion of a park, street or public way than is necessary for the proper execution of the work, the OWNER may require the CONTRACTOR to finish the sections on which work is in progress before operations are started on any additional section.

The CONTRACTOR will be required to remove spoil from the job site in a timely manner. If, in the opinion of the OWNER, the spoil is not being removed as required, the CONTRACTOR will be directed to remove the spoil. The CONTRACTOR must comply with this directive within 24 hours. There will be no additional compensation to the CONTRACTOR for removing this spoil at a time other than as planned.

CONTRACTOR shall comply with all requirements and regulations for any spoil removed from the project.

The CONTRACTOR shall perform such cleanup work as deemed necessary by the OWNER. Failure of the CONTRACTOR to maintain the site in a neat and orderly condition will be cause for withholding an additional ten percent (10%) of the total payments until said condition is corrected. Storage areas, either fenced or open, shall be kept free of weeds, tall grass, and other debris. In instances of large scale irrigation and planting installation, the entire site shall be kept neat and orderly with no tall grass or weed growth allowed. It shall be the CONTRACTOR'S responsibility to see that the turf areas are kept mowed during entire progress of the work. If the CONTRACTOR fails to alleviate poorly maintained conditions upon written notice by the OWNER, the OWNER will take necessary steps to correct the poor conditions with cost of such corrections to be deducted from the Contract.

Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work all equipment, construction materials, surplus and discarded materials, temporary structures and debris of every kind. CONTRACTOR shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

107.26. DISPOSAL OF MATERIALS

Surplus excavation and other materials removed as a part of the construction may be deposited at a legal disposal site in accordance with all applicable federal, state and local laws and regulations. In addition, if the materials are disposed of within private property, a release from the property OWNER must be obtained before final acceptance of the Work as described in [Item 107.22](#). Working Area.

Surplus excavation and other materials must not be deposited in areas designated as flood plain or along natural drainage ways. Material so deposited will be required to be removed at the CONTRACTOR'S expense and the area restored to its natural condition.

Failure to comply promptly with the requirements of this special provision will result in withholding of payments due.

107.27. RESTORATION OF PROPERTY

When and where any damage or injury is done to public or private property on the part of the CONTRACTOR, it shall restore or have restored at its own cost and expense such property to a condition equal (or improved) to that existing before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or it shall make good such damage or injury in a manner acceptable to the property OWNER or the OWNER. Replacement of previously constructed items, such as curb, gutter, sidewalks, driveways, paving, etc., shall conform to the specifications for new construction, unless directed otherwise by the OWNER.

In case of failure on the part of the CONTRACTOR to restore such property or make good such damage or injury, the OWNER may, upon 48 hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due the

CONTRACTOR under its Contract; or where sufficient Contract funds are unavailable for this purpose the CONTRACTOR or its surety shall reimburse the OWNER for all such costs.

107.28. ENVIRONMENTAL COMPLIANCE

The CONTRACTOR and its SUBCONTRACTORS are deemed to have made themselves familiar with and at all times shall comply with any and all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq., the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and the latest judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

In the event the CONTRACTOR encounters on the site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and removal of such materials is not a part of the scope of work required under the contract documents, the CONTRACTOR shall immediately stop work in the affected area and report in writing the facts of such encounter to the OWNER. Work in the affected area shall not thereafter be resumed except by written order of the OWNER unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. The OWNER may choose to remediate the Hazardous Substance with a separate CONTRACTOR or through a Change Order with the CONTRACTOR. If the OWNER determines that the Hazardous Substance exists in the affected area due to the fault or negligence of the CONTRACTOR or any of its SUBCONTRACTORS, the CONTRACTOR shall be responsible for remediating the condition at the sole expense of the CONTRACTOR in accordance with the CONTRACTOR'S Spill Prevention and Response Plan. An extension of working time for any delay in the progress schedule caused as a result of the discovery and remediation of a hazardous substance may be granted by the OWNER only if all remaining work on the project must be suspended and the delay cannot be made up elsewhere in the progress schedule. Any claim or request for an extension of working time by the CONTRACTOR in connection with the discovery and remediation of a hazardous substance is subject to the provisions of NCTCOG.

The CONTRACTOR shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the CONTRACTOR or any SUBCONTRACTOR or supplier. The CONTRACTOR shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the OWNER so that they may observe the activities; provided, however, that it shall be the CONTRACTOR'S sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

The CONTRACTOR shall deposit surplus or waste excavation or other materials removed as part of the work at a legal disposal site in accordance with all applicable state, federal, and local laws, rules, regulations, and ordinances. The CONTRACTOR shall submit to the OWNER for review and approval all planned disposal sites or proposed uses for the surplus or waste excavation or other materials prior to removal of any excavation or other material from the Project site. A copy of all transport manifests for surplus or waste excavation or other materials shall be obtained and retained in the CONTRACTOR'S records for reference purposes, to be provided upon request to the OWNER or any governmental regulatory agency with jurisdiction over the matter.

107.28.1. Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the work at the Project site, the CONTRACTOR shall submit to the OWNER for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the CONTRACTOR'S planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include

methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of the OWNER. The CONTRACTOR shall not commence any fieldwork prior to approval of such plan by the OWNER. The following additional rules shall apply with respect to spills caused by the CONTRACTOR or a SUBCONTRACTOR:

- (1) The CONTRACTOR shall immediately report any spill or release at the Project site, whether or not it is associated with this contract, to the OWNER or other designated representative. Thereafter, within two (2) working days after the occurrence of such event, the CONTRACTOR shall submit a written report describing such event in a degree of detail reasonably acceptable to the OWNER.
- (2) The CONTRACTOR shall immediately respond in accordance with the SPRP in the event of a spill.
- (3) The CONTRACTOR shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the CONTRACTOR shall use only those transporters and disposal facilities that are approved in advance in writing by the OWNER. A copy of all transport manifests for the spilled materials shall be obtained and retained in the CONTRACTOR'S records for reference purposes, to be provided upon request of the OWNER or any governmental regulatory agency with jurisdiction over the matter. All costs of collection, containment, and disposal of spilled materials shall be the sole responsibility of the CONTRACTOR.
- (4) The term spill includes any kind of environmental discharge or release.

107.28.2. Texas Pollutant Discharge Elimination System. The CONTRACTOR is responsible for obtaining coverage under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit from TCEQ for construction of the Project under regulations contained in 40 CFR Part 122, as amended, pursuant to the Clean Water Act, 33 U.S.C.A. §§1251 et seq. and Chapter 26 of the Texas Administrative Code. These regulations require the filing of a Notice of Intent (NOI) to obtain and abide by the general stormwater permit for construction activities promulgated by EPA as administered by the TCEQ, including but not limited to demolition, clearing, grading, embankment, and excavation that disturb the applicable amount of total land area. In addition, the CONTRACTOR shall comply with all regulations of the OWNER relating to stormwater and stormwater runoff management at the Project site.

107.28.3. Stormwater Permit. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements of the TPDES Construction General Permit, and Storm Water Pollution Prevention Plan, of these Specifications. The CONTRACTOR is responsible for obtaining an Storm Water Discharge Permit that may be required for construction of this project under regulations contained in 40 CFR Part 122, as amended, under the authority of the Clean Water Act, 33 U.S.C. 1251 et seq. These regulations require the filing of a notice of intent to obtain and abide by the general storm water permit for construction activities, including cleaning, grading, and excavation, that disturb the applicable amount of total land area. For permitting information and requirements, contact USEPA Region VI, Fountain Place 12th Floor, Suite 1200, 1445 Ross Ave., Suite 1200, Dallas, Texas 75202-2733, (214) 665-2200 and Texas Commission on Environmental Quality.

If a permit is required, the CONTRACTOR shall provide measures to control soil erosion sediment and water pollution created by construction operations for the duration of the Contract as directed by the OWNER. These measures shall be in addition to those required of the CONTRACTOR under [Item 202](#). Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control of these specifications.

107.28.4. Asbestos-Related Materials. The CONTRACTOR shall not install any materials in the performance of the work that contain asbestos or asbestos-related material such as hydrated mineral silicate, including chrysolite, amosite, crocidolite, trifoliolate, anthophyllite or actinolite, whether friable or non-friable.

107.28.5. Failure to Comply. The OWNER reserves the right in its sole option to exercise the following remedies (without waiving the right to pursue the imposition of any civil or criminal fines or penalties that may be imposed under state, federal, or local laws or ordinances), at no additional cost to the OWNER and without an extension of time, in the event the CONTRACTOR fails or refuses after seven (7) days advance written notice from the OWNER to comply with these provisions, the terms of the SPRP, any environmental permit or submittal issued in connection with the work, or any applicable environmental law, rule, regulation, or ordinance:

- (1) suspend all or any portion of the work until the noncompliance is corrected, or until a detailed plan to achieve compliance within a reasonably prompt period of time is prepared by the CONTRACTOR and approved by the OWNER;
- (2) if the CONTRACTOR fails to properly address the noncompliance within the time stipulated by the OWNER, perform the necessary remediation or correction work and back charge the CONTRACTOR for the cost of the remediation or correction; or
- (3) terminate the contract for default as provided in the General Conditions and the Addendum.

ITEM 108. PROSECUTION AND PROGRESS

108.1. PROGRESS SCHEDULE

The CONTRACTOR must submit to the OWNER a detailed Construction Schedule outlining the major items of work on the project. This schedule must be approved as to form by the OWNER prior to CONTRACTOR starting work on the project. The schedule must be updated on a monthly basis unless otherwise specified by the Contract. The OWNER has the authority to stop work on the project if the CONTRACTOR fails to provide an updated schedule as requested.

108.2. PROSECUTION OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR'S responsibility to execute the work in the most expeditious manner.

Work shall be done only during the hours between 7:00 am and 6:00 pm unless the OWNER approves other hours.

CONTRACTOR may work on Saturdays if it so desires and permission of the OWNER has been granted. Work on Sundays shall be permitted only with the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as weekdays. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the Contract. Work requiring inspection will not be permitted on a legal City holiday except by special written permission of the OWNER. Any work done without proper inspection is subject to removal and replacement at the direction of the OWNER.

The rate of progress shall be such that the whole work shall be performed, including completion of all punch list items, and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner as specified in [Item 108.8](#). Delays; Extension of Time; Liquidated Damages.

108.2.1. Prosecution of the Work Discontinued By CONTRACTOR. Should the prosecution of the work be discontinued by the CONTRACTOR, the CONTRACTOR shall notify the OWNER at least twenty-four hours in advance of resuming operations.

108.3. OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER may award other contracts for additional work on this project, or in or near the project area, and the CONTRACTOR shall fully cooperate with such other CONTRACTOR(s) and shall coordinate and fit its work to be done hereunder to such additional work as may be contracted by the OWNER. At the time of bidding, prospective bidders shall be advised of other planned contract work, which is expected to affect the work area. The CONTRACTOR shall not commit or permit any act, which shall interfere with the performance of work by any other CONTRACTOR.

Upon receiving written notice from the CONTRACTOR that another CONTRACTOR is failing to coordinate its work with the work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another CONTRACTOR or through failure of another CONTRACTOR to carry out the directions of the OWNER. Should any interference occur between CONTRACTORS, the OWNER may furnish the CONTRACTOR with written instructions designating priority of effort or change in methods, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the OWNER; however, no increase in the Contract price shall be due the CONTRACTOR.

108.4. EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workpeople and shall not use on the work any unfit person or one not skilled in the work assigned to him or her and shall at all times maintain good order among its employees.

Whenever the OWNER shall inform the CONTRACTOR in writing that, in its opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

108.5. SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the work included in the Contract without written notice to the OWNER. This Contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any SUBCONTRACTOR which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed SUBCONTRACTOR. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed SUBCONTRACTOR has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed SUBCONTRACTOR is unacceptable, it shall so notify the CONTRACTOR, who may thereupon submit another proposed SUBCONTRACTOR unless the CONTRACTOR decides to do the work itself. Disapproval by the OWNER of any proposed SUBCONTRACTOR shall not provide a basis for any claim time extension or additional compensation of any nature, including but not limited to anticipated profit, overhead or delay, by the CONTRACTOR.

If an approved SUBCONTRACTOR fails to properly perform the work undertaken, it shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to all SUBCONTRACTORS and their officers and employees in all respects as if they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of its responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of its SUBCONTRACTORS and of such SUBCONTRACTOR'S officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of its subcontract.

The CONTRACTOR agrees to bind each SUBCONTRACTOR and each SUBCONTRACTOR agrees to be bound by the terms of the Contract documents insofar as applicable to its respective work. The CONTRACTOR and each SUBCONTRACTOR jointly and severally agree that nothing in the Contract documents or otherwise shall create or be deemed to create any rights in favor of a SUBCONTRACTOR against the OWNER; nor shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a SUBCONTRACTOR; or to create any contractual relation whatsoever between a SUBCONTRACTOR and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

108.6. CONTRACTOR WORK BY ITS OWN FORCES

Except as otherwise provided, CONTRACTOR shall perform no less than 25% of the Work with its own workforce. If the CONTRACTOR proposes to perform less than 50% of the work by its own forces, then the OWNER may require additional documentation with the bid submittal regarding qualifications of SUBCONTRACTORS actually performing work.

108.6.1. Assignments. The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER. Nothing in this paragraph is intended to conflict with Texas Business and Commerce Code.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of its assignees, its agents and employees, as if they were its own.

108.7. OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

108.7.1. Reasons for Suspension. The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- (1) in the interest of the OWNER generally,
- (2) due to government or judicial controls or orders which make performance of this Contract temporarily impossible or illegal,
- (3) to coordinate the work of separate CONTRACTORS at the job site,
- (4) to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- (5) because of weather conditions unsuitable for performance of the work, including of designated ozone alerts as determined by the National Weather Bureau or other authorized agency; or
- (6) because the CONTRACTOR is proceeding contrary to Contract provisions or has failed to correct conditions considered unsafe for workers.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the work without written order from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

108.7.2. No Additional Compensation. No additional compensation shall be paid to the CONTRACTOR for any suspension under [Item 108.7.1.](#) (6) above or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, it shall be entitled to:

- (1) an extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and
- (2) the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined on the basis set forth in [Item 109.3.](#) Payment for Extra Work herein; and
- (3) where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER under the provisions of [Item 109.3.](#) Payment for Extra Work; provided, however, no compensation shall be allowed if the equipment is moved to another construction project for the OWNER.
- (4) where such temporary suspension is not due to the fault of the CONTRACTOR and is the result of a designated Ozone Alert Period, the CONTRACTOR shall be entitled to additional time as provided in (1) above, but is not entitled to additional compensation.

Other than the additional time and compensation stated above, CONTRACTOR shall not be entitled to any other time extension related to the suspension, nor any additional compensation in any way related to such suspension.

108.7.3. Emergency Contract Termination Clause. Whenever, because of a national emergency, so declared by the President of the United States, or other lawful authority, it shall be impossible for the CONTRACTOR to obtain all labor, materials, and equipment necessary for the prosecution of the work with reasonable continuity, the CONTRACTOR shall notify the OWNER. If the OWNER cannot, after a reasonable time, help obtain priorities for the materials and equipment within a reasonable effort, then the Contract shall be considered as terminated, and the CONTRACTOR shall be entitled to payment for work performed that is acceptable to OWNER based upon unit prices contained in the bid or, if the Contract is lump sum, then based upon the schedule of values submitted by the CONTRACTOR. CONTRACTOR shall not be entitled to any compensation for anticipated profit, overhead, delay damages or any other compensation for work that has not been performed.

108.8. DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within fourteen (14) days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. The CONTRACTOR shall notify the OWNER immediately upon encountering any condition that the CONTRACTOR believes may cause a claim for a time extension. In adjusting the contract time for the completion of the project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to inability to obtain supplies and materials when orders for such supplies and materials were timely made and materials are not available from other sources, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions, ozone alerts as determined by the National Weather Bureau or other authorized agency, or delays of SUBCONTRACTORS due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the Contract time shall be increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the work due to the fault of the CONTRACTOR.

No adjustment of the Contract time shall be made if, concurrently with the cause for delay, hindrance, disruption, force majeure, impact or interference, there existed a cause for delay due to the fault or negligence of the CONTRACTOR or CONTRACTOR'S agents, employees or SUBCONTRACTORS. Notwithstanding any other provisions of the Contract Documents, including the General and Special Provisions, no adjustment shall be made to the Contract price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen, resulting in adjustment of the Contract time to complete the project, **including but not limited to those caused in whole or in part by the acts, omissions, failures, negligence or fault of the OWNER, its officers, officials, agents, Engineer, Consulting Engineer or employees**. This provision is intended to cover all delays except as prohibited by law. If a recoverable delay is caused by the sole fault of the OWNER, compensation will be limited to an amount to be determined pursuant to Section [109.3.3](#). Force Account Work notwithstanding any other provision of the Contract documents, all claims for extension of working time must be submitted in accordance with [Item 108.8](#). Delays; Extension of Time; Liquidated Damages, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

108.8.1. Liquidated Damages for Failure to Complete on Time. The time of completion is the essence of this Contract. For each day that any work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the Schedule 108.8.1. (a) Liquidated Damages, unless otherwise specified, shall be deducted from the monies due the CONTRACTOR.

Schedule 108.8.1. (a) Liquidated Damages

Amount of Contract (\$)	Amount of Liquidated Damages (\$)
Less than 25,000.00	200.00 Per Day
25,000.00 to 99,999.99	350.00 Per Day
100,000.00 to 999,999.99	500.00 Per Day
More than 1,000,000.00	1000.00 Per Day

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or its surety shall pay any additional amounts due.

In the event that the actual damages incurred by the OWNER exceed the amount of liquidated damages, OWNER shall be entitled to recover its actual damages.

108.9. CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The work or any portion of the work under this Contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The Contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- (1) failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- (2) substantial evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- (3) failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the work;
- (4) substantial evidence that the CONTRACTOR has abandoned the work or discontinued the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- (5) substantial evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the work;
- (6) deliberate failure on the part of the CONTRACTOR to observe any requirements of the Contract Documents or to comply with any orders given by the OWNER or Engineer as provided for in the Contract Documents;
- (7) failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- (8) substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under Contract;
- (9) repeated and flagrant violations of safe working procedures;
- (10) the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the work.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the Contract amount, regardless of the cost to the surety to complete the work.

All monies remaining due the CONTRACTOR at the time of its default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of its work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and its surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the work is being carried on by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to hinder or interfere with the performance of workers employed as above provided by the OWNER or surety.

108.10. SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation for anticipated profits, overhead, delay damage or any other form of compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR.

108.11. TERMINATION FOR CONVENIENCE OF THE OWNER

108.11.1. Notice of Termination. The performance of the work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by serving in accordance with [Item 105.8](#) Service of Notices a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

108.11.2. CONTRACTOR Action. After receipt of a notice of termination, and except as otherwise directed by the OWNER, the CONTRACTOR shall:

- (1) stop work under the Contract on the date and to the extent specified in the notice of termination;
- (2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the work under the Contract as is not terminated;
- (3) (terminate all subcontracts, purchase orders or options to the extent that they relate to the performance of work terminated by the notice of termination or at the OWNER'S written request, deliver and assign to the OWNER, or any person or entity acting on the OWNER'S behalf, any or all subcontracts, purchase orders and options made by CONTRACTOR in the performance of the work, and deliver to the OWNER true and correct originals and copies of such Contract Documents;

- (4) transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER:
 - a. the fabricated or un-fabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
 - b. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- (5) complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- (6) take such action as may be necessary, or as the OWNER may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the OWNER. Not later than 15 calendar days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the OWNER upon removal of the items, or, if the items are stored, within 45 calendar days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

108.11.3. Termination Claim. Within 60 days after notice of termination, the CONTRACTOR shall submit its termination claim to the OWNER in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

108.11.4. Amounts. Subject to the provisions of [Item 108.11.3. Termination Claim](#), the CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing in [Item 108.11.5. Failure to Agree](#) hereunder, prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

108.11.5. Failure to Agree. In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided in [Item 108.11.4. Amounts](#), upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits. The OWNER'S determination shall be final.

108.11.6. Deductions. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

108.11.7. Adjustment. If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the OWNER a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract

(the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.

108.11.8. No Limitation of Rights. Nothing contained in this section shall limit or alter the rights, which the OWNER may have for termination of this Contract under [Item 108.9](#). CONTRACTOR Default: OWNER'S Right to Suspend Work and Annual Contract or any other right which OWNER may have for default or breach of Contract by CONTRACTOR.

108.12. CLAIMS AGAINST OWNER AND ACTION THEREON

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action except pursuant to the provisions of [Item 109.3](#). Payment for Extra Work, [Item 104.3](#). Disputed Work and Claims for Additional Compensation, and [Item 104.4](#). Performance of Extra or Disputed Work, and unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required under said sections. The requirements cannot be waived by the OWNER'S representative, and are not waived by a claimed breach of contract by the OWNER.

108.13. USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice.

Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

The provisions in the last two paragraphs above shall not apply to portions of roads, streets, bridges or detours upon which traffic is diverted to enable the continuation of the Contract work.

Neither such usage, as performed under this section, nor the written statement of work still to be done shall be held in any way as an acceptance of said work or structure or any part thereof, nor as a waiver of any of the provisions of these specifications or other Contract Documents pending final completion and acceptance of the work; all necessary repairs and removals of any section of the work so put into use, due to the defective materials or workmanship or to operations of the CONTRACTOR, shall be performed by the CONTRACTOR at its own expense.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time under [Item 108.8](#). Delays; Extension of Time; Liquidated Damages; no additional compensation or delay damages will be paid.

ITEM 109. MEASUREMENT AND PAYMENT

109.1. PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR shall furnish payrolls and personnel records, which pertain to this current Contract with the OWNER for the purpose of ascertaining compliance with minimum wage rates published by the OWNER. Monthly and final estimates for payment will not be processed unless the CONTRACTOR complies with this requirement in a timely manner.

The CONTRACTOR for itself or any of its SUBCONTRACTORS shall pay all indebtedness, which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds or retainage held by the OWNER; and any SUBCONTRACTOR shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the work. If the CONTRACTOR or SUBCONTRACTOR or supplier places a lien against the work or a portion thereof then the CONTRACTOR shall cause the removal of the lien. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety.

The OWNER may conduct random sampling of wage rates on each CONTRACT. The OWNER may interview the CONTRACTOR'S and CONTRACTOR'S SUBCONTRACTOR'S employees in the field to verify the employee is working in and being paid for the classification shown on the payroll. In instances of noncompliance, the OWNER MAY initiate action as outlined in the CONTRACT Documents.

109.2. PAYMENT FOR MATERIALS

109.2.1. Materials On-Hand. Materials purchased and stored more than 30 days before use may be considered materials on-hand. Payment for such materials shall be made according to [Item 109.5](#). Monthly Estimate, Partial Payments, Retainage, Final Inspection, Acceptance and Final Payment.

109.2.2. Materials Stored Off-Site. Off-site storage of such materials and payment for off-site storage may be accomplished according to [Item 106.4](#). Off-Site Storage.

109.2.3. Measurement of Quantities. The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the OWNER in writing, shall be made by the OWNER, based on measurements made by the OWNER. These measurements shall be taken according to the U.S. Standard measurements used in common practice and shall be the actual length, area, solid contents, numbers and weight.

109.3. PAYMENT FOR EXTRA WORK

109.3.1. General. Extra Work done by the CONTRACTOR, as authorized and approved by the OWNER, shall be compensated for in the manner described in this [Item 109.3](#). The compensation provided for Extra Work done constitutes full and final payment for the cost of the Extra Work, which cost is limited to: (1) all reasonable costs of labor, materials, supplies, tools, equipment or machinery rental, power, fuel, lubricants, water and other similar operation expenses (but only for the time that such of the above things are employed or used on such Extra Work) incurred in the performance of the Extra Work, and a ratable proportion of premium expenses for all bonds and insurance required under the Contract, to the extent that the Extra Work would cause an increase in such bond or insurance premiums; and (2) a markup amount of not-to-exceed 15-percent of the above mentioned costs to cover and compensate the CONTRACTOR for profit, overhead, profit-and-overhead markups charged to CONTRACTOR by other SUBCONTRACTORS and suppliers, general supervision, field office expense and all other elements of cost and expense not embraced within the cost of the Extra Work as described in this [Item 109.3.1](#). General. No cost of off-site storage shall be included in the above description of cost unless off-site storage has been approved and directed by the OWNER in writing. No other claims or reservations of right as to additional costs, prices, markups, costs not permitted to be

included under this paragraph, disallowed costs or other future additional money or time shall be accepted; each change order shall be specific and final as described in [Item 104.2.4](#) Finality of Change Orders.

109.3.2. Method of Determination. The method of determination and payment of cost, or credit to the OWNER, for any Extra Work shall be one of the following:

- (1) Unit prices agreed on in writing, approved by the OWNER and executed by the OWNER and CONTRACTOR before the Extra Work is commenced, or unit prices already included in the Contract documents, subject to all other conditions of the Contract. Mutual acceptance of a not-to-exceed lump sum properly itemized and supported by sufficient substantiating data to permit evaluation before the Extra Work is commenced, subject to all other conditions of the Contract.
- (2) A not-to-exceed cost to be determined in a manner agreed upon by the parties plus a mutually acceptable fixed or percentage fee, agreed upon before the Extra Work is commenced and subject to all other conditions of the Contract.
- (3) The force account method provided in [Item 109.3.3](#). Force Account Work.

109.3.3. Force Account Work. If the CONTRACTOR and the OWNER cannot agree to one of the methods of calculating cost provided in [Item 109.3.2](#). Method of Determination above, or if the parties agree to a method but cannot agree to a final dollar figure, or if the CONTRACTOR for whatever reason fails or refuses to sign the Change Order in question, the CONTRACTOR, provided it receives a written order signed by the OWNER, shall promptly proceed with the work involved. Nothing in this paragraph shall be construed to relieve the CONTRACTOR of any obligations it has under the disputed work provisions of [Item 104.3](#). Disputed Work and Claims for Additional Compensation, and [Item 104.4](#). Performance of Extra or Disputed Work, and where applicable the CONTRACTOR is still obligated to abide with those Items as well as this [Item 109.3.3](#). Force Account Work. The cost of the work involved shall then be calculated on a force account basis, on the basis of the actual, reasonable field cost of the work attributable to the changes, plus a reasonable allowance for overhead, profit, markups of other SUBCONTRACTORS and suppliers, general supervision, field office expense and other elements of cost not embraced within the actual field cost as specified herein, such allowance in any case never to exceed 15%. In such case, the CONTRACTOR shall keep a detailed itemized account of the work involved and the actual field cost incurred, in a format acceptable to the OWNER and with such appropriate supporting data as the OWNER may prescribe. Sworn copies of the itemized accounting shall be directed to the OWNER each day during the performance of the force account work. Failure of the CONTRACTOR to submit the sworn-to itemized accounting daily as required herein shall constitute a waiver by the CONTRACTOR of any right to dispute the OWNER'S determination of the amount due the CONTRACTOR for force account work.

Actual, reasonable field cost of the work to be charged under this [Item 109.3.3](#). Force Account Work for force account work is limited to the following:

- (1) The reasonable wages of all workers, foremen, timekeepers, mechanics and laborers, plus costs of social security, old age and unemployment insurance, fringe benefits required by agreement or custom (excluding employee or executive bonuses), and worker's compensation insurance, for the time such labor is actually employed or used on force account work.
- (2) Reasonable costs of materials, tools, supplies and equipment (but not to include off-site storage unless so approved and directed in writing by the OWNER), whether incorporated or consumed into the force account work.
- (3) Reasonable rental costs of machinery and equipment, exclusive of hand tools, only for the time actually employed or used on force account work, whether rented from the CONTRACTOR or others.
- (4) A pro rata portion of premium expenses for all bonds and insurance to the extent force account work would cause an increase in such bond or insurance premiums.

Pending final determination of the cost to the OWNER, payment of undisputed amounts on force account shall be included on the monthly estimate as work is completed unless otherwise expressly provided in the written order signed by the OWNER to perform the work. Nothing in this [Item 109.3.3](#). Force Account Work shall be construed as directing the CONTRACTOR'S means and methods of performing the work in question.

109.3.4. Distinguishing Extra Work. For purposes of this Item or any other provision of the Contract documents that allows a claim for Extra Work, the term "Extra Work" means work that is not reasonably within the scope of the Contract Documents or not otherwise incidental or necessary to performance of the

Contract. The term does not include any change by the CONTRACTOR in the means and methods of performing the Work from that anticipated or bid (even if such change in means or methods is requested or directed by the OWNER), whether or not the change is due to foreseeable or unforeseeable events or conditions, if the intended result or scope of the Work is not expanded or increased. The OWNER shall not be liable for any claim due to a change in the means or methods of construction by the CONTRACTOR, resulting in additional costs, if the OWNER has not changed the plans or specifications and if the intended result and scope of the work required by and reasonably inferred from the Contract Documents remains the same. The OWNER shall also not be liable for any claim for work required in performance of the Contract, without which the Contract could not be completed, notwithstanding that the CONTRACTOR did not contemplate or foresee the degree or amount of work that would be necessary or required to complete the Contract and notwithstanding that it cost the CONTRACTOR more to complete the Contract work than the original Contract price.

109.4. PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the Contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any payment or refund payment on account of:

- (1) unsatisfactory progress of the work not caused by conditions beyond the CONTRACTOR'S control,
- (2) defective work not corrected,
- (3) CONTRACTOR'S failure to carry out instructions or orders of the OWNER or its representative,
- (4) a reasonable doubt that the Contract can be completed for the balance then unpaid,
- (5) work or execution thereof not in accordance with the Contract documents,
- (6) claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- (7) failure of the CONTRACTOR to make payments to any SUBCONTRACTOR or suppliers for material or labor used in the performance of the Work,
- (8) damage to another CONTRACTOR or OWNER,
- (9) unsafe working conditions allowed to persist by the CONTRACTOR,
- (10) failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- (11) use of SUBCONTRACTORS without the OWNER'S approval or,
- (12) failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the grounds for withholding payment are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

109.5. MONTHLY ESTIMATE, PARTIAL PAYMENTS, RETAINAGE, FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

109.5.1. Monthly Estimate. Except as otherwise provided by the Contract, between the 25th day and the last day of each month, the OWNER shall make an approximate estimate of the value of the work done during the month under the specifications. The monthly estimate may include acceptable nonperishable materials as referenced in [Item 109.2](#). Payment for Materials; such payment shall be allowed on the same percentage basis of the net invoice value as provided hereinafter. The percent retained by OWNER shall normally be up to 10 percent at completion, unless otherwise stated. At the midpoint, or at any subsequent time, if OWNER determines that the progress on the Contract is satisfactory in all respects, it may at its discretion cease to retain additional funds until the completion of the project, or until progress ceases to be satisfactory. The OWNER shall make the sole determination in this matter.

Except as otherwise provided by the Contract, between the 25th day and the last day of each month the CONTRACTOR shall make an estimate of the value of the work done during the month under the specifications. The CONTRACTOR shall prepare the estimate on a form approved by the OWNER. The CONTRACTOR shall forward the estimate required above to the OWNER by not later than the last day of the month. The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or a storage facility accessible to the OWNER; payment for such stored materials shall be allowed on the same percentage basis of the value as provided hereinafter. The monthly estimate shall also provide such supporting documentation as the OWNER or the other applicable provisions of the specifications may require.

The OWNER shall verify that the CONTRACTOR'S estimate matches the total value of work done and acceptable non-perishable materials delivered to the work site or storage facility, based upon the bid proposal prices and quantities measured or verified by OWNER. In the event of a discrepancy between quantities of work as shown in the CONTRACTOR'S estimate and measured quantities as shown in the OWNER'S verification, the OWNER'S determination or measurement shall be final, and the CONTRACTOR'S estimate shall be adjusted to reflect the quantities of work as shown by the OWNER'S verification. Payment shall be made by OWNER about thirty (30) days after receipt of the estimate from CONTRACTOR. OWNER shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities as described above, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the OWNER has a right to withhold under the Contract.

The CONTRACTOR shall furnish to the OWNER such detailed information as OWNER may request to assist in the preparation of monthly estimates. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

109.5.2. Retainage. As security for the faithful completion of the work by the CONTRACTOR, the OWNER shall retain 15-percent of the total dollar amount of work done on all contracts \$25,000.00 and less; 10-percent of the total dollar amount of work done on all contracts in excess of \$25,000.00 and less than \$400,000.00; five-percent of the total dollar amount of work done on all contracts of \$400,000.00 or more. On all contracts in excess of \$400,000, the following shall apply:

- (1) on all contracts in excess when work progress is 80-percent complete, retainage may, at the OWNER'S option, be reduced to two percent of the dollar value of all work satisfactorily completed to date (not to include material on hand), provided that the CONTRACTOR is making satisfactory progress and there is no cause of greater retainage as determined by the OWNER;
- (2) when work progress is substantially complete, the retainage may be further reduced to only that amount necessary to assure completion as determined by the OWNER;
- (3) if the OWNER determines that the CONTRACTOR is not making satisfactory progress or if there is other specific cause, the OWNER may, at its discretion, reinstate up to the five percent retainage.

109.5.3. Final Inspection and Acceptance. Final inspections and acceptance shall proceed according to [Item 105.9](#). Inspection and [Item 105.10](#). Acceptance.

109.5.4. Final Payment. Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance obtained according to [Item 105.10](#). Acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the OWNER as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of the final estimate, less any sums that have been previously paid, deducted or retained under the provisions of this Contract, shall be paid to the CONTRACTOR within a reasonable period of time (not to exceed 90 days) after final acceptance and the CONTRACTOR has provided to the OWNER:

- (1) a consent of surety to final payment;
- (2) the final CONTRACTOR'S Report of SUBCONTRACTOR/Supplier Payment, evidencing that all indebtedness connected with the work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for or used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may be respectively due have consented to final payment; and
- (3) such other affidavits, lien waivers and other documentation as the OWNER may reasonably require to protect its interests.

In addition, the CONTRACTOR shall be required to execute the OWNER'S standard Affidavit of Final Payment and Release as a precondition to receipt of final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims, damages or liabilities under the Contract, including all SUBCONTRACTOR claims, or claims for additional compensation, for anything done or furnished or relating to the work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

109.5.5. Compensation and Acknowledgement of Work. The CONTRACTOR shall receive and accept compensation, as herein provided, as full payment for furnishing all labor, tools, material, equipment and incidentals; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the work and before its final acceptance by the OWNER; for all risks of whatever description connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications.

109.6. WIRE TRANSFERS

Payments to the CONTRACTOR may, at the discretion of the OWNER, be made by wire transfer to a bank of the CONTRACTOR'S choice. The CONTRACTOR must furnish the following information:

- (1) The ABA number of the bank.
- (2) The CONTRACTOR'S account number.
- (3) Or other such information as may be required by sending and receiving financial institutions.

The request must be on the CONTRACTOR'S letterhead and signed by an authorized representative of the CONTRACTOR (cannot be a copy).

ITEM 110. AIR QUALITY REQUIREMENT FOR EQUIPMENT

As of 2016, ten (10) counties in North Central Texas have been designated by the EPA as being nonattainment for the pollutant ozone, and additional counties are expected to be designated in the near future. As a result, development of an air quality plan, known as the State Implementation Plan (SIP), is required for all nonattainment areas in order to demonstrate how ozone will be reduced to levels compliant with EPA standards. The SIP for the Dallas-Fort Worth nonattainment area includes programs to implement control strategies to all emission sources, including non-road construction equipment sources. To support these efforts, air quality requirements for equipment are applicable to the Contract.

110.1. EQUIPMENT REQUIREMENTS

All construction equipment being used to perform work on the Contract shall meet EPA emissions standards of Tier 3 or equivalent, or cleaner. Model Form A.14. Schedule for Phase-In of Tier 1-Tier 4 Non-Road Engines is included in Appendix A. Compliance may be achieved through the use of equipment powered by an EPA-certified engine, through engine repowers, or through the use of retrofits which have been verified by the EPA and/or California Air Resources Board. A list of available retrofits is available online at EPA's website "Verified Technologies List for Clean Diesel."

Equipment that meets one or more of the following conditions may be exempt from these requirements:

- (1) Equipment powered by an engine that is less than or equal to ten (10) years old.
- (2) Equipment that must be used to fulfill use or reporting requirements for a grant program or other clean air initiative. Documentation of such obligations must be submitted to OWNER for verification.
- (3) Equipment that is designated as low-use equipment, which is defined as any piece of construction equipment which is used for less than ten (10) hours per week on a single public works contract. A Low-Use Exemption Weekly Reporting Form will be required for all equipment for which this exemption is claimed. Model Form A.15. Low-Use Exemption Weekly Reporting Form is included in Appendix A.
- (4) Equipment that is being used to address a critical or emergency public works need, including, but not limited to, broken water mains or sanitary sewer lines. This exemption is limited to work performed in a situation in which the procurement of construction services is performed on an emergency basis, as provided for by State law.

110.2. OPERATIONAL REQUIREMENTS

All diesel fuel used to perform work on the public works contract shall be Ultra-Low Sulfur Diesel (ULSD) fuel which also complies with Texas Low Emission Diesel (TxLED) program requirements. This may include TxLED-compliant Biodiesel blends.

The CONTRACTOR shall limit idling of equipment to no more than five (5) minutes, unless the idling is applicable to one or more of the following exceptions:

- (1) is being used for emergency response purposes;
- (2) is idling as a necessary component of mechanical operation, maintenance, or diagnostic purposes; or
- (3) is idling for the health or safety of the equipment operator.

To the greatest extent possible, CONTRACTOR shall stage equipment away from, and minimize operation near, sensitive receptors including, but not limited to, fresh air intakes, hospitals, schools, licensed day care facilities, and residences.

110.3. REPORTING TO OWNER

On or before the day construction activity commences, the CONTRACTOR shall submit to the OWNER an inventory report containing identifying data for each piece of equipment to be used on the worksite. A form for submitting such information will be provided by the OWNER. Model Form A.16. Contract Equipment Inventory is included in Appendix A. This inventory may be used by the OWNER or INSPECTOR to conduct site inspections and/or verify compliance with specification elements.

If additional equipment is brought on-site after construction begins, the CONTRACTOR shall provide this same inventory information to the OWNER for the new equipment on or before the day it begins work on-site.

Reports shall be provided for all equipment used on-site.

110.4. ENFORCEMENT

All construction equipment used on the job site is subject to inspection by the OWNER at random. CONTRACTOR is responsible for ensuring that all SUBCONTRACTORS meet the requirements of this specification.

The provisions of this specification shall be enforced as established in the Terms and Conditions of the Contract. If the provisions of this specification are not met, the OWNER may declare the CONTRACTOR to be in default of the contract.

ITEM 5: SPECIAL CONDITIONS

This project shall be constructed in accordance with the 5th Edition Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, herein after referred to as COG SPECS, which standard specifications are incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Special Conditions and the General Provisions, the Special Conditions shall govern.

The Special Conditions are included herein for the purpose of adapting the COG SPECS to the project which is the subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

5-1 RETAINAGE (COG 109.5.2.)

Replace COG SPEC 109.5.2. Retainage, with the following:

As security for the faithful completion of the work by the CONTRACTOR, the OWNER shall retain five-percent of the total dollar amount of work done.

5-2 PROJECT CLEAN-UP (COG 107.25.)

In addition to the provisions of COG SPEC 107.25. Project Clean-Up, add the following:

The CONTRACTOR shall be responsible for controlling blowing dust and debris generated from the project site.

5-3 MINIMUM WAGE RATES (COG 109.1.)

In addition to the provisions of COG SPEC 109.1. Minimum Wage Rates, add the following:

For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for this project are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments for Tarrant County, Heavy Construction Projects General Decision Number: TX20210026 05/07/2021. These prevailing wage rates can be obtained from the following web page: <https://sam.gov/wage-determination/TX20210026/1>.

5-4 EMBEDMENT (COG 504.5.)

In addition to the provisions of COG SPEC 504.5. Embedment, add the following:

Rock Cuttings from the trench or sand will not be permitted in the pipe bedding for water lines in the City of Corinth.

5-5 EXCAVATION (COG 504.3.1.)

In addition to the provisions of COG SPEC 504.3.1. Excavation, add the following to the beginning of the paragraph:

Prior to start of excavation the Contractor shall remove and stockpile the Topsoil and protect the Topsoil from contamination during construction. After the trench has been refilled, topsoil shall be replaced to the extent that rock, excavated from the trench, will be completely covered by at least

6-inches of topsoil.

5-6 DOWELBARS (COG 303.5.4.2.4.)

In addition to the provisions of COG SPEC 303.5.4.2.4. Dowel Bars, add the following:

When dowels are required for transverse contraction joints and for transverse or longitudinal construction joints, they shall be accurately placed on the spacing as shown on the plans and details. They shall be referenced in such a manner that the exact location of placement can be determined prior to sawing the transverse contraction joint. The City shall approve the method of reference prior to commencement of paving operations.

5-7 PROSECUTION OF WORK (COG 108.2.)

In addition to the provisions of COG SPEC 108.2. Prosecution of Work, add the following to the end of the first paragraph:

Regardless of the expected completion date set forth in the Contract Documents.

5-8 CONTRACTOR AGREEMENTS (COG 103.4.5.3.)

In addition to the provisions of COG SPEC 103.4.5.3. Contractor Agreements, add the following:

(6) Should any person sustain bodily injury or property damage within the limits of this project, the Contractor or his insurance agent shall investigate and report immediately his findings in writing to the Owner. The Owner, in his sole discretion, may elect at any time to file for coverage directly under the Owner's and Contractor's Protective Liability Policy.

5-9 AWARD OF CONTRACT (COG 103.2.)

Replace COG SPEC 103.2. Award of Contract, with the following:

The Owner intends to issue a purchase order for this project within ninety (90) days after the date of opening bids on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner. The Contractor or Contractors shall complete execution of the required Bonds and Contract within ten (10) days of such notice. Bidders shall submit such evidence as the Owner may require establishing the bidder's qualifications to satisfactorily perform the work included in this project with their bid package. The minimum information required shall include but may not be limited to the following:

(1) List of projects that have been satisfactorily completed by the Bidder that are of the same general type as included in this contract, together with names, addresses and phone numbers or persons familiar with this work.

(2) Other information that may be pertinent to the Bidder's Qualifications. Should the bidder fail to include evidence satisfactory to the Owner on any of the foregoing points he may be disqualified, and the work awarded to the next bidder so qualifying.

5-10 DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES (COG 108.8.)

In addition to the provisions of COG SPEC 108.8. Delays; Extension of Time; Liquidated Damages, add the following:

108.8.2. Normal Rain Days. The CONTRACTOR has reviewed the calendar day contract time for the work considering the time of the year proposed for the work. The ENGINEER will not

extend the calendar days for rainfall which are normal for the time of the year when the p scheduled.

The Contractor and Owner agree that the following table represents the statistical average number of rain days in the area of the project and are to be expected. When delays due to rain are requested by the contractor, only the number of days in excess of those shown below will be allowed as an extension of time. All rain days must be verified with the Field Project Representative and must be of sufficient impact that work cannot be performed. Partial months will be evenly pro-rated and all rain days will be applied over the entire contract period of performance, not on a monthly basis.

<u>Month</u>	<u>Normal Rain Days*</u>	<u>Month</u>	<u>Normal Rain Days*</u>
January	4	July	4
February	5	August	3
March	6	September	4
April	5	October	5
May	7	November	5
June	6	December	5

* Based on National Weather Service Climatic data (rainfall ≥ 0.10 ") for DFW. Normal period: 1981-2010

ITEM 6: TECHNICAL SPECIFICATIONS

Section H, Item 12.

All materials and construction for this project shall be constructed in accordance with the City of Corinth standards and specifications, NCTCOG Standard Specifications for Public Works Construction, 5th Edition, and TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition.

ITEM 7: BID ITEM DESCRIPTIONS

Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item. The contract shall be awarded based on the "TOTAL BID" for the funding that the Owner has budgeted.

Bid Item #101: Mobilization

The work under this item shall include the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the contract. This pay item shall also include restoring the construction working area (staging area, access area, pipe laydown area, construction entrances, etc.) to original or better conditions including sodding or grading the area. The cost of all bonds and insurance for the project will also be considered part of this specification.

Mobilization will be measured as a lump sum item as the work progresses. Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- d. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the final estimate.
- e. The maximum amount allowed to be bid for Mobilization shall be 5% of the total amount bid, inclusive of mobilization.

Mobilization shall encompass the entire project as shown in the plans. No separate pay for multiple mobilizations.

Bid Item #102: Right-of-Way Preparation

This item shall consist of the existing right-of-way, existing easements or proposed easements as shown on the drawings for construction as required by the plans and specifications. Work shall be in accordance with the current edition of NCTCOG and shall include, but not be limited to, all obstructions above and below ground such as pavements, curbs, gutters, sidewalks, driveways, culverts, drainage structures, drainage inlets, drainage pipes, trees, tree protection, shrubs, stumps, brush, roots, vegetation, logs, fences, structures, fountains, flag poles, landscaping features, lumber, scrap metal, abandoned appliances, utility pipes and conduits (active or abandoned), and all other items, which are not specifically identified by separate pay items, within the prescribed areas that require removal and/or relocation in order to construct the improvements required of this project. All material and debris requiring removal from the project shall become the property of the Contractor and shall be properly disposed off the project site. Disposal will be the Contractor's sole responsibility, regardless of condition, cleanliness, contamination, etc. This

item shall also include the protection and/or preservation of items required to remain during construction. The Contractor shall capture a video and pictures of the project area prior to construction and shall coordinate the day and time for capturing video and pictures with the Owner.

Measurement and Payment shall be made per the lump sum price bid for this item. Payment shall be total compensation for providing all materials, tools, labor, equipment, and any other incidentals necessary for proper execution of the work. If not included in other items of work, full-depth saw-cutting is included in this item. If the price bid for this item exceeds 10% of the total awarded contract amount, inclusive of this pay item, any amount over 10% will be paid upon substantial completion.

Bid Item #103: Temporary Erosion Control

This item consists of furnishing all labor and materials necessary for the installation and maintenance of erosion controls and implementation of the Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be considered the operator with day to day operational control of the construction site and SWPPP per Texas Pollutant Discharge Elimination System (TPDES) General Permit. All work shall conform to City standards, NCTCOG Standard Spec. Item 201, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", and TPDES General Permit.

The Contractor will be responsible for preparing a SWPPP for all construction site areas in accordance with TPDES General Permit requirements. A statement within the SWPPP will identify the Contractor as the day-to-day operator responsible for the installation, inspection and maintenance of all erosion and sediment control best management practices (BMPs), devices and controls. An additional statement within the SWPPP will identify the City as the operator with control over construction plans and specifications. The Contractor shall submit a completed notice of intent (NOI) to the State at least 48 hours prior to any construction activity beginning. A construction site notice (CSN), signed in accordance with 30 TAC § 305.44, shall be posted at the site and a copy submitted to the City at least 48 hours prior to any construction activity beginning. The Contractor will be the operator of the ECP and SWPPP and can revise, update, amend or modify as necessary to remain in compliance with the TPDES permit. This item includes the installation, inspection and maintenance of BMP's, devices and controls as detailed in the latest edition of NCTCOG's Design Manual for Construction, December 2003, or other necessary controls as may be required to remain in compliance with the TPDES General Permit.

Measurement and Payment for this item shall be made per the lump sum price bid for erosion control and SWPPP implementation for the limits of construction shown in the plans and shaft be full payment for all materials, labor, equipment and other incidentals necessary to install and maintain the erosion controls complete and in place and fully comply with the SWPPP and the TPDES General Permit. The costs of maintenance or any additional erosion controls above and beyond those described in the SWPPP and ECP necessary to maintain compliance with the TPDES permit are subsidiary to this pay item. The Contractor shall be responsible for conducting inspections of BMPs, devices and controls as prescribed in the SWPPP and in accordance with TPDES General Permit.

The Contractor must revise or update the SWPPP whenever: 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge or pollutants and that has not been previously addressed in the SWPPP; or 2) results of inspections or investigations by site operators, CITY, TCEQ personnel, or a federal, state or qualified local agency indicate the SWPPP or ECP is proving ineffective in sediment control.

The Contractor shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the Contractor shall take immediate measures to prevent further erosion and correct the damages. The Contractor shall comply with the requirements of the SWPPP and the final TPDES Construction General Permits Regulations.

The Contractor shall be responsible for the removal of all temporary BMPs, devices and controls used during the construction process to prevent erosion or sedimentation. All temporary BMPs, devices and controls shall be removed and any disturbed areas stabilized, prior to a notice of termination (NOT) being submitted to the State for the construction project. A copy of the Contractor's NOT shall be submitted to the City 48 hours prior to submittal of the NOT to the State.

Bid Item #104: Clearing, Grubbing, and Stripping

This item shall consist of the work, labor, materials and equipment necessary for removal and haul off of all trees, stumps, brush, roots, vegetation, logs, rubbish, and other objectionable matter. This item includes top soil stripping, temporarily stockpiling and spreading over disturbed areas at completion of grading. Measurement and Payment shall be made per the lump sum price bid for this item.

Bid Item #201: Sawcut, Remove & Dispose of Existing Pavement (All Depths and Types)

This item shall include removal of existing reinforced concrete, asphalt roadway, curb pavement, sidewalk, and driveways and legally disposing of material offsite, to include full-depth saw-cuts at specified joints or as located in the plans and as directed by Engineer. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #202: Temporary Curb

This item shall consist of the work, labor, equipment, and materials necessary to install a 6-inch temporary asphalt curb as shown on the plans. Measurement and Payment shall be made per the linear foot price bid for this item.

Bid Item #203: Sidewalk (Concrete) (Reinforced) (4" Thick)

This item shall consist of construction of concrete sidewalk as shown on the plans. The concrete sidewalk shall be reinforced and be 4" thick in accordance with the details provided in the plans. All concrete for construction shall be Class "C" concrete having a minimum of 6 sacks of cement per cubic yard and a minimum compressive strength of 3,600 psi at 28 days. The cost for furnishing and placing reinforcement and formwork is subsidiary to the price bid. Payment for this item also includes earthwork excavation, fill, and shaping for sidewalk, and furnishing and installing sand cushion. Surface finish and texture shall be in accordance with City requirements. Transverse cross-slope shall not exceed 2%. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #204: Reinforced Concrete Pavement (w/ Monolithic Curb) (6" Thick)

This item shall consist of the construction of concrete pavement as shown on the plans. The concrete pavement shall be 6-inch-thick reinforced concrete pavement in accordance with the details provided in the plans with attached 6-inch concrete curb. Pavements should have a minimum specified 28-day compressive strength of 3,600 psi (pounds per square inch) or a minimum flexural strength of 600 psi. Joint spacing and reinforcing shall be as indicated on the drawings. Surface finish and texture shall be in accordance with City requirements. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #205: Reinforced Concrete Pavement (w/ Monolithic Curb) (8” Thick)

This item shall consist of the construction of concrete pavement as shown on the plans. The concrete pavement shall be 8-inch-thick reinforced concrete pavement in accordance with the details provided in the plans with attached 6-inch concrete curb. Pavements should have a minimum specified 28-day compressive strength of 3,600 psi (pounds per square inch) or a minimum flexural strength of 600 psi. Joint spacing and reinforcing shall be as indicated on the drawings. Surface finish and texture shall be in accordance with City requirements. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #206: Reinforced Concrete Pavement (8” Thick) (Stamped w/ Integral Color) (Band/Accent)

This item shall consist of the construction of concrete pavement, with integral color and surface stamping, as shown on the plans. The concrete pavement shall be 8-inch-thick reinforced concrete pavement in accordance with the details provided in the plans with attached 6-inch concrete curb. Pavements should have a minimum specified 28-day compressive strength of 3,600 psi (pounds per square inch) or a minimum flexural strength of 600 psi. Joint spacing and reinforcing shall be as indicated on the drawings. Surface finish and texture shall be in accordance with City requirements. Contractor shall provide a 5’x5’ non-production slab for mock-up purposes, complete with the intended color and stamping. Coordinate location for mock-up with City.

Measurement and Payment shall be made per the square yard price bid for this item, including the installation and removal of mock-up.

Bid Item #207: Reinforced Concrete Pavement (8” Thick) (Stamped w/ Integral Color) (Field)

This item shall consist of the construction of concrete pavement, with integral color and surface stamping, as shown on the plans. The concrete pavement shall be 8-inch-thick reinforced concrete pavement in accordance with the details provided in the plans with attached 6-inch concrete curb. Pavements should have a minimum specified 28-day compressive strength of 3,600 psi (pounds per square inch) or a minimum flexural strength of 600 psi. Joint spacing and reinforcing shall be as indicated on the drawings. Surface finish and texture shall be in accordance with City requirements. Contractor shall provide a 5’x5’ non-production slab for mock-up purposes, complete with the intended color and stamping. Coordinate location for mock-up with City.

Measurement and Payment shall be made per the square yard price bid for this item, including the installation and removal of mock-up.

Bid Item #208: Hot Mix Asphaltic Transition (8” Thick) (Type D)

This item shall consist of the work, labor, equipment, and materials necessary to place 8” thick asphalt paving in accordance with the plans and NCTCOG Type D HMA. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #209: Flexbase (6” Thick)

This item shall consist of the work, labor, equipment, and materials necessary to install 6-inch thick, TxDOT Type A, Grade-1 crushed stone flexbase for to be placed in accordance to plans. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #210: Flexbase (8" Thick)

This item shall consist of the work, labor, equipment, and materials necessary to install 8-inch thick, TxDOT Type A, Grade-1 crushed stone flexbase for to be placed in accordance to plans. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #211: Geotextile Fabric

This item shall consist of the work, labor, equipment, and materials necessary to install geotextile fabric between the subgrade and flexible base material. Geotextiles utilized for pavement construction should meet the requirements of NCTCOG Standard Specifications Section 301.6. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #212: Painted Pavement Centerline Striping (4" Wide) (Single Solid Yellow)

This item shall consist of the work, labor, equipment, and materials needed to paint required 4" wide single solid yellow stripe. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats in accordance with NCTCOG. Measurement and Payment shall be made per the linear foot price bid for this item.

Bid Item #213: Painted Parking Striping (4" Wide)

This item shall consist of the work, labor, equipment, and materials needed to paint required 4" wide paint traffic stripe. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats with retroreflective beads in accordance with NCTCOG. Measurement and Payment shall be made per the linear foot price bid for this item.

Bid Item #214: Painted Pavement Turn Lane Striping (8" Wide)

This item shall consist of the work, labor, equipment, and materials needed to paint required 8" wide single solid white stripe. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats in accordance with NCTCOG. Measurement and Payment shall be made per the linear foot price bid for this item.

Bid Item #215: Painted Pavement Marker (Handicap Symbol)

This item shall consist of the work, labor, equipment, and materials needed to paint required handicap pavement marker. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats with NCTCOG. Handicap symbol shall be standard symbols as provided for by Texas MUTCD and Texas Accessibility Standards. Measurement and Payment shall be made per the each price bid for this item.

Bid Items #216: Painted Crosswalk Striping

This item shall consist of the work, labor, equipment, and materials needed to paint required white crosswalk striping. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats in accordance with NCTCOG. Measurement and Payment shall be made per the linear foot price bid for this item, measured the length of each painting stripe.

Bid Item #217: Painted Stop Bar Striping (24" Wide)

This item shall consist of the work, labor, equipment, and materials needed to paint required 24" wide white stop line, including prep work, complete in place. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats in accordance with NCTCOG. Measurement and Payment shall be made per the linear foot price bid for this item.

Bid Item #218: Painted Dashed Striping (8" Wide)

This item shall consist of the work, labor, equipment, and materials needed to paint required 8" wide dashed striping located at roundabout approach. Payment shall include proper cleaning and

preparation of the surface and shall include two (2) painted coats in accordance with NCTCOG. Measurement for payment shall be on a per linear foot basis, including gaps.

Bid Item #219: Painted Turn Arrow Marker

This item shall consist of the work, labor, equipment, and materials needed to paint required white turn lane arrow symbols and respective turn lane text. Payment shall include proper cleaning and preparation of the surface and shall include two (2) painted coats in accordance with NCTCOG. Measurement and Payment shall be made per the each price bid for this item.

Bid Item #220: Remove Painted Railroad Crossing Symbol & Related Pavement Markings

This item shall consist of the work, labor, equipment, and materials needed to remove painted railroad crossing symbol & related pavement markings on Walton Drive. Measurement and Payment shall be made per the lump sum price bid for this item.

Bid Item #221: Decorative Stop Sign

Installing signs and posts will be measured and paid for at the contract unit price on a per each unit basis. Priced paid shall be total compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work, including a new foundation in accordance with the details provided in the plans.

Bid Item #222: Decorative Speed Limit Sign

Installing signs and posts will be measured and paid for at the contract unit price on a per each unit basis. Priced paid shall be total compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work, including a new foundation in accordance with the details provided in the plans.

Bid Item #223: Decorative Yield Sign

Installing signs and posts will be measured and paid for at the contract unit price on a per each unit basis. Priced paid shall be total compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work, including a new foundation in accordance with the details provided in the plans.

Bid Item #224: Decorative Roundabout Sign

Installing signs and posts will be measured and paid for at the contract unit price on a per each unit basis. Priced paid shall be total compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work, including a new foundation in accordance with the details provided in the plans.

Bid Item #225: Decorative Pedestrian Sign

Installing signs and posts will be measured and paid for at the contract unit price on a per each unit basis. Priced paid shall be total compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work, including a new foundation in accordance with the details provided in the plans.

Bid Item #226: Barrier Free Ramp

This item shall also include, but is not limited to, all excavation, grading, backfilling, reinforcement, formwork and finishing of concrete required for barrier free ramps in the locations shown o the drawings. This item includes the detectable warning plates/pavers as indicated in the drawings or referenced NCTCOG details. Measurement and Payment shall be made per the each price bid for this item.

All curb ramp construction shall be in compliance with the Texas Accessibility Act Article 9102 of the Texas Civil Statute as administered by the Texas Department of Licensing and Regulations. Any curb ramp found to be in non-compliance shall be removed and brought to compliance at the Contractor's expense.

Bid Item #227: Detectable Warning Pavers (12"x12")

This item shall consist of the work, labor, equipment, and materials necessary to install detectable warning pavers as specified on the plans. To be located along Agora Way around the limestone bollards in accordance with the plans. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #228: Decomposed Granite

This item includes placement of decomposed granite at areas in front of transformers along Main Street and Agora Way as noted on the drawings. This item will also include compacted subgrade and 6" of NCTCOG flex base or approved equal. Measurement for payment shall be on a per square yard basis for placed horizontal measurements and shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work.

Bid Item #301: Remove and Dispose of Existing Drainage Structures (All Types)

This item shall consist of the work, labor, materials and equipment necessary to remove and dispose of existing drainage structures (all sizes and types) including but not limited to pipes, embedment, manholes, concrete structures, headwalls, concrete aprons, etc. Measurement and Payment shall be made per the lump sum price bid for this item.

Bid Item #302: Concrete Slope Paving (4" Thick)

This item shall consist of the work, labor, equipment, and materials necessary to install 4" thick sloped reinforced concrete paving as specified on the plans. Measurement and Payment shall be made per the square yard price bid for this item.

Bid Item #303: Standard Storm Manhole (4' Diameter)

This item shall consist of the work, labor and materials necessary for installing fully functional 4' diameter storm manholes at the locations and elevations shown on the plans. This item includes all the labor necessary to construct the storm manhole in accordance with the plans. Adjustment of the manhole to final grade shall be paid for under this pay item. Measurement for payment shall be on a per each basis for all depths. The Contractor shall provide testing, excavation, backfill, compaction, and grouting interior to smooth finish.

Bid Item #304: Storm Manhole (Excluding Rim and Lid) (6' Diameter)

This item shall consist of the work, labor and materials necessary for installing fully functional 6' diameter storm manholes at the locations and elevations shown on the plans. This pay item includes all the labor necessary to construct the storm manhole in accordance with the plans. Manholes shall be constructed without the rim and lid. Rebar shall be bent and steel plates shall be laid over the top. Measurement for payment shall be on a per each basis for all depths. The Contractor shall provide testing, excavation, backfill, compaction, and grouting interior to smooth finish.

Bid Item #305: Headwall with Parallel Wings (42" RCP)

This item shall consist of the work, labor, equipment, and materials necessary to install winged headwall structures as designated on the plans and in accordance with TxDOT Detail PW. This bid item also includes the work, labor, equipment, and materials necessary to connect the proposed winged headwall to the proposed drainage structure. This bid item to include all

bedding, backfill, compaction and grading around structure. Measurement for payment shall be on a per each basis.

Bid Item #306: Custom Headwall (6'x3' RCB)

This item shall consist of the work, labor, equipment, and materials necessary to install a custom headwall as shown on the plans. Measurement for payment shall be on a per lump sum basis.

Bid Item #307: Pipe Collar

This item shall consist of the work, labor, equipment, and materials necessary to install a pipe collar as shown on the plans. Measurement for payment shall be on a per each basis.

Bid Item #308: Remove and Replace Inlet Top

This item shall include removal of existing inlet tops and replacement at existing inlets where shown in the drawings. Measurement and payment shall be per each inlet top replaced and shall include all excavation, demolition, concrete, reinforcing, joints, dowels, material, frames, lids, labor, equipment and incidentals necessary to complete the work.

Bid Items #309-#316: Drainage Inlets

These items shall consist of the construction of the respective curb inlet at the locations and grades shown in the plans. Measurement and Payment shall be made on the basis of price bid per each and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Bid Items #317-#319: Junction Boxes

These items shall consist of the work, labor, equipment, and materials necessary to furnish and install cast-in-place concrete drainage junction boxes, and the required closure pours, and the risers (including frame and lid) at the location and grades shown in the plans. This item shall be in accordance with the details provided in the plans. The contractor shall provide necessary bedding and backfill. Measurement and Payment shall be made per the lump sum price bid for this item.

Bid Items #320-#326: Reinforced Concrete Box (sizes 5'x4' – 8'x5')

These items shall consist of the installation of the respective precast reinforced concrete box in accordance with the prescribed details, including bedding, and backfill, at the locations and to the grades shown on the plans. Work shall be in accordance with NCTCOG and TxDOT. Price includes single barrel or double barrel as shown in the contract documents. Measurement for payment shall be on a per linear foot basis for placed horizontal measurements.

Bid Items #327-#333: Reinforced Concrete Pipe (sizes 12" – 48")

These items shall consist of the installation of Class III precast reinforced concrete pipe storm drain pipe, including bedding, and backfill, at the locations and to the grades shown on the plans. All fittings and bends shall be prefabricated. Work shall be in accordance with NCTCOG. The embedment shall be in accordance with the details provided in the plans. Measurement for payment shall be on a per linear foot basis for placed horizontal measurements.

Bid Item #334: RCB Plug

This item shall consist of the installation of RCB plugs as indicated in the plans. Measurement for payment shall be on a per each basis.

Bid Item #335: 24" Drainage Valve

This item shall consist of the installation of a 24" Tide Flex TF-1 or approved equal in the location shown on the drawings. Measurement for payment shall be on a per each basis.

Bid Item #336: Connection to Existing Storm Drain Pipe

Create connections to existing storm drain pipes as called out in the plans. Measurement and payment for this item shall be made on the basis of the price bid per each and shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including hauling and disposal of excess material, furnishing and installing connection materials as detailed in the plans, pavement repairs, and all other items necessary to complete the work. Ensure water-tight connections. This item includes connections of existing pipes into proposed junction boxes/inlets of all types.

Bid Item #337: Trash Racks and Block off Plates

These items shall consist of the work, labor, equipment, and materials necessary to furnish and install trash racks at the location and grades shown in the plans. Contractor to submit signed and sealed engineered shop drawings of trash rack baskets and support systems. Engineered shop drawings to include all member sizing and anchorage. Contractor shall provide necessary bedding and backfill. This item includes associated block off plates. Measurement and Payment shall be made per the lump sum price bid for this item.

Bid Item #338: Trench Safety System for Storm Drain

The Contractor shall be solely responsible for trench safety provisions meeting the requirements of the United States Department of Labor Occupational Safety and Health Administration. The Contractor's trench safety system shall include all shoring and/or bracing necessary to adequately provide a safe trench situation for all construction on this project. When required, the Contractor shall have a trench safety plan prepared, signed, and sealed by a registered professional engineer from the State of Texas.

Measurement and payment for Trench Safety Systems shall be made on the basis of the price bid per linear foot for a trench depth of five (5) feet or greater for the utility pipes. Payment shall be full compensation for all materials, equipment, labor and other incidentals necessary to furnish, install and remove the Trench Safety Systems. Included in this pay item will be all soil borings necessary for preparation of this safety plan. Measurement for payment shall be made on the basis of the price bid per linear foot.

Bid Item #401: Sprinkler System Protection, Repair, and Relocation

This item shall consist of the work, labor, equipment, and materials necessary to protect, repair, and relocate sprinkler systems at the contract lump sum price as specified in the bid. Work shall be completed by an irrigation professional currently licensed by the State of Texas. The work for this item shall be limited to the irrigation system located within the project limits along the median of Corinth Parkway (see sheet C-14) and along the proposed retaining wall along Main Street (see sheet C-35).

Bid Item #402: Water Main Pipe (8" PVC C-900, DR-18)

The PVC pipelines shall be measured horizontally from center of fitting to center of fitting or end of pipe without any deduction for the length of intermediate fittings, specials or valves. The pipe shown on the plans shall be the basis of payment for 8-inch diameter DR-18 polyvinyl chloride (PVC) AWWA C- 900 pipe. Payment made at the unit price bid per linear foot shall include furnishing, hauling and laying of pipe shown on the plans, tracer wire and detector tape, traffic control, pumping where necessary; trench excavation and backfilling, including embedment material as specified, placing of pipe through bored casing, replacement of top soil, protecting or

replacing existing structures or utilities, disinfection, pipeline signs, testing, disposal of surplus materials, cleaning up and maintenance, fence removal and replacement, grassing of disturbed areas as result of the pipeline construction to equal or better condition.

Payment for the PVC pipelines shall include all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for the pipelines shall include all costs required to have utility companies repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. Measurement for payment shall be by the price bid per linear foot for placed horizontal dimensions.

Ductile iron fittings, ductile iron caps/plugs, mechanical joints, bends, thrust blocks, and all other required appurtenances are considered a subsidiary cost for the water line installation for this project.

Bid Items #403-#404: Water Service Lines

Water service lines of the sizes and types specified, from the new water main to the shown location in the drawings, will be paid for at the contract unit price per linear foot. Price paid shall be payment in full for all labor, material, and equipment necessary for furnishing and installing water service lines and shall include, but is not limited to, all water service pipe, special fittings, all necessary excavation, sheeting and bracing, shoring, draining, dewatering, laying, jointing, bedding, testing, disinfecting, backfilling, disposal of excess backfill and fill material (including backfill with special materials where as required), connection to new water main (including service clamps as required); restoration, cleanup, and all other items necessary to complete the job, whether specifically mentioned or implied.

Bid Items #405-#407: Gate Valves

Payment for these items shall be at the unit price bid for each, and shall be full compensation for providing and installing gate valves at the locations shown in the drawings, including cutting and repair of paving (if required), cutting and connecting to existing piping, fittings, and all other items necessary to complete the work.

Bid Items #408: Fire Hydrant Assembly

Measurement for fire hydrant assemblies will be per each fire hydrant assembly installed as required by the plans. Payment shall be at the unit price bid for each and shall be full compensation for furnishing and installing the fire hydrant assembly, including fire hydrant, 6" PVC leads, Gradelok, valves, 6" piping, fittings, mechanical joints, connections, thrust restraint, testing, disinfection, grassing of disturbed areas, and all other items and appurtenances necessary to complete the work. A concrete pad shall be placed around each fire hydrant as shown in the plans. A blue raised reflective pavement marker shall be installed at each fire hydrant location (coordinate with City Fire Chief for location).

Bid Item #409: Connection to Existing Water Main

Create connections to existing water lines as called out in the plans. Measurement and payment for this item shall be made on the basis of the price bid per each and shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including hauling and disposal of excess material, coordinating with city for shutting down and cutting main, and all other items necessary to complete the work.

Bid Item #410: Trench Safety System for Water Main

The Contractor shall be solely responsible for trench safety provisions meeting the requirements

of the United States Department of Labor Occupational Safety and Health Administration. The Contractor's trench safety system shall include all shoring and/or bracing necessary to adequately provide a safe trench situation for all construction on this project. When required, the Contractor shall have a trench safety plan prepared, signed, and sealed by a registered professional engineer from the State of Texas.

Measurement and payment for Trench Safety Systems shall be made on the basis of the price bid per linear foot for a trench depth of five (5) feet or greater for the utility pipes. Payment shall be full compensation for all materials, equipment, labor and other incidentals necessary to furnish, install and remove the Trench Safety Systems. Included in this pay item will be all soil borings necessary for preparation of this safety plan.

Bid Item #411: Cut and Cap Existing Water Main

This item shall consist of cutting and capping various size existing water mains that are to be abandoned in place. The cap assembly shall consist of a ductile iron cap with concrete blocking. The assembly shall be approved by the City prior to installation. The City shall approve the location of all caps prior to placement. Measurement and payment shall be on a per each basis. Payment shall be total compensation for furnishing all labor, materials, excavation and backfill, tools, equipment, and incidentals necessary to complete the work.

Bid Item #412: Water Line Lowering (SD-A, STA 12+87)

The item is provided for lowering the existing water line crossing Storm Drain SD-A at approximate station 12+87, see Sheet C-60. Measurement for payment shall be by the price bid per lump sum and shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including hauling and disposal of excess material, coordinating with city for shutting down and cutting main, furnishing, hauling and laying of pipe (8" PVC C-900, DR-18), tracer wire and detector tape, traffic control, pumping where necessary, trench excavation and backfilling, including embedment material as specified, replacement of top soil, protecting or replacing existing structures or utilities, disinfection, pipeline signs, testing, disposal of surplus materials, cleaning up and maintenance, fence removal and replacement, grassing of disturbed areas as result of the pipeline construction to equal or better condition.

Payment for the PVC pipelines shall include all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for the pipelines shall include all costs required to have utility companies repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Ductile iron fittings, ductile iron caps/plugs, mechanical joints, bends, thrust blocks, and all other required appurtenances are considered a subsidiary cost for the water line installation for this project.

Bid Item #413: Water Line Lowering (SD-B, At Walton Drive)

The item is provided for lowering the existing water line crossing Storm Drain SD-B that is located on Walton Drive, see Sheet C-52. Measurement for payment shall be by the price bid per lump sum and shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including hauling and disposal of excess material, coordinating with city for shutting down and cutting main, furnishing, hauling and laying of pipe (8" PVC C-900, DR-18), tracer wire and detector tape, traffic control, pumping where necessary, trench excavation and backfilling, including embedment material as specified, replacement of top soil, protecting or replacing existing structures or utilities, disinfection, pipeline signs, testing, disposal of surplus

materials, cleaning up and maintenance, fence removal and replacement, grassing of disturbed areas as result of the pipeline construction to equal or better condition.

Payment for the PVC pipelines shall include all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for the pipelines shall include all costs required to have utility companies repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Ductile iron fittings, ductile iron caps/plugs, mechanical joints, bends, thrust blocks, and all other required appurtenances are considered a subsidiary cost for the water line installation for this project.

Bid Item #501: Sanitary Sewer Pipe (8" PVC – SDR-35)

This item includes materials, trenching, backfill embedment, detection tape, pipe provision and placement, pipe fittings, landscape repair, including replacement of trees and shrubs, leakage tests, mandrill tests, bypass pumping, all required laboratory tests, disposal of all waste materials off City property and all other required work not specifically set in a separate bid item. The pipe is to be manufactured and installed in accordance with ASTM D3034.

Payment for the PVC pipelines shall include all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for the pipelines shall include all costs required to have utility companies repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Measurement and payment shall be made on the basis of price bid per linear foot and shall be full compensation for all labor, materials, and equipment deemed necessary to complete this pay item.

Bid Item #502: Sanitary Sewer Service Line (4" PVC – SDR-26)

This item includes the installation of sanitary sewer service line in the project limits and as shown on the construction plans. Pipe shall be 4" PVC SDR-26. Measurement and payment for this item shall be made on the basis of price bid per each and shall be full compensation for all labor, materials, equipment, including hauling and disposal of excess material, deemed necessary to complete this pay item.

Bid Item #503: Standard Sanitary Sewer Manhole (4' Diameter)

This item shall consist of the work, labor and materials necessary for installing fully functional 4' diameter sanitary sewer manholes at the locations and elevations shown on the plans. This item includes all the labor necessary to construct the sanitary sewer manhole in accordance with the plans. Where applicable, the Contractor shall provide the connection of the sewer line (existing and proposed) to the manhole. This item includes any required bypass pumping. Contractor to coordinate bypass operation with the City during an off-peak time. Adjustment of the manhole to final grade shall be paid for under this pay item. Measurement for payment shall be on a per each basis for all depths. The Contractor shall provide testing, excavation, backfill, compaction, and grouting interior to smooth finish, and grouted flow lines. If required by the contract documents, this item includes specified manhole coatings.

Bid Item #504: Connection to Existing Sanitary Sewer Manhole

This item shall consist of the work, labor, equipment, and materials necessary to connect the

proposed sanitary sewer line to the existing sanitary sewer manhole in accordance with the construction plans. Adjustment of the manhole to final grade shall be paid for under this pay item. This item includes modifications to grouted flow lines to facilitate the connection. Measurement for payment shall be on a per each basis.

Bid Item #505: Modification of Sewer Manhole

This item shall consist of the work, labor, equipment, and materials necessary to connect the proposed sanitary sewer line (SSWR-A) to the existing sanitary sewer manhole in accordance with the construction plans. Contractor to remove manhole cone section and replace with eccentric cone section to avoid rim/lid conflict with adjacent proposed sidewalk. Adjustment of the manhole to final grade shall be paid for under this pay item. This item includes modifications to grouted flow lines to facilitate the connection. Measurement for payment shall be on a per lump sum basis.

Bid Item #506: Trench Safety for Sanitary Sewer Pipe

The Contractor shall be solely responsible for trench safety provisions meeting the requirements of the United States Department of Labor Occupational Safety and Health Administration. The Contractor's trench safety system shall include all shoring and/or bracing necessary to adequately provide a safe trench situation for all construction on this project. When required, the Contractor shall have a trench safety plan prepared, signed, and sealed by a registered professional engineer from the State of Texas.

Measurement and payment for Trench Safety Systems shall be made on the basis of the price bid per linear foot for a trench depth of five (5) feet or greater for the utility pipes. Payment shall be full compensation for all materials, equipment, labor and other incidentals necessary to furnish, install and remove the Trench Safety Systems. Included in this pay item will be all soil borings necessary for preparation of this safety plan.

Bid Item #601: Meter and Power Distribution Panel and Concrete Pad

Measurement for the meter and power distribution shall include all work and materials installed complete including, but not limit to, the utility meter, distribution panelboard, main and branch circuit breakers, pad-mounted enclosure with dual compartments, grounding, termination, labels, anchoring, concrete pad, and testing. Measurement for payment shall be on a per each basis.

Bid Item #602: Lighting Control and Power Distribution Panel

Measurement for the lighting control panel shall include all work and materials installed complete including, but not limit to, the lighting contactor, selector switch, photocell, time clock, terminal blocks, enclosure with back panel, grounding, termination, labels, anchoring, concrete pad, and testing. Measurement for payment shall be on a per each basis.

Bid Item #603: Electrical Lighting Underground Ductbank, Including Conduit, Wire, Trenching, and Backfilling

Electrical lighting underground conduits and ductbanks shall be measured by the linear feet of wires, conduits and ductbanks installed, including grounding, warning tape, trenching and backfilling, sand bed, all measured in place, completed, and accepted. Measurement for payment shall be on a per linear foot basis.

Bid Item #604: Light Pole Including Pole, Fixture, Grounding, and Foundation

The light pole installation will be paid for at the contract unit price for each item completed in accordance with the plans and specifications that is installed by the contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials, labor, tools and incidentals necessary to install the light, accessories, wires, grounding, termination, concrete steel

reinforced foundation, complete in place in accordance with the plans and specifications. Measurement for payment shall be on a per each basis.

Bid Item #605: Utility Transformer Pads

Measurement for three utility transformer pads shall include all work and materials installed complete as specified per Oncor specifications and standards. Two 1-Phase transformer pads will be furnished by Oncor; Contractor shall provide transportation and installation. Measurement for payment shall be on a per lump sum basis.

Bid Item #606: Utility Service No. 1 Transformer Pole

Measurement for the utility service transformer pole shall include all work and materials installed complete as specified per Oncor specifications and standards. Measurement for payment shall be on a per lump sum basis.

Bid Item #607: Utility Service No. 2 Including Primary Underground Ductbank Including Conduits

The utility service primary underground conduits and ductbanks shall be measured by lump sum for the utility service shall include all work and materials installed complete as specified per Oncor specifications and standards. Measurement for payment shall be on a lump sum basis.

Bid Item #608: Utility Secondary Feeder for Meter/Distribution Panel/Lighting Control Panel at Service No.1

Utility secondary underground ductbank, including wires, conduit, grounding, warning tape, trenching and backfilling, sand bed, all measured in place, completed, and accepted at service no. 1. Measurement for payment shall be on a lump sum basis

Bid Item #609: Utility Secondary Feeder for Meter/Distribution Panel/Lighting Control Panel at Service No.2

Utility secondary underground ductbank, including wires, conduit, grounding, warning tape, trenching and backfilling, sand bed, all measured in place, completed, and accepted at service no. 2. Measurement for payment shall be on a lump sum basis.

Bid Item #610: Multiple Underground Ductbanks for Utility Secondary Empty Conduits for Agora Park Project

Utility secondary underground conduits and ductbanks shall be measured by the linear feet of conduits and ductbanks installed, including grounding, warning tape, trenching and backfilling, sand bed, all measured in place, completed, and accepted at service no. 2. Measurement for payment shall be on a per linear foot basis.

Bid Item #701: Gravity Wall

This item shall consist of the work, labor, equipment, and materials necessary to install gravity wall at the elevations and locations shown on the drawings. Measurement for payment shall be on a per square foot basis of wall face, excluding leveling pad. Wall system shall be as manufactured by Red-Rock, or approved equal. This item includes shop drawing submittal for fully-engineered (signed/sealed by a registered and licensed Texas professional engineer) wall system.

Bid Item #702: Construction Entrance

This item shall consist of the work, labor, equipment, and materials necessary to install, maintain, and remove stabilized construction site vehicle accessible entrances per NCTCOG Detail 1070B. Measurement for payment shall be on a per lump sum basis.

Bid Item #703: Unclassified Excavation and Embankment

This item shall consist of the roadway excavation of existing material in the areas shown on the plans and to the lines, grades, and typical sections as specified. Excavation shall include all materials encountered regardless of their nature or of the manner in which they are removed. Work shall be in accordance with NCTCOG and the project Geotechnical Report. Embankment shall be considered subsidiary to this item.

This is a “plans quantity” measurement Item and the quantity to be paid for will be only that quantity shown in the proposal. Limits of measurement for excavation in retaining wall areas are restricted to R.O.W. limits shown in plans. Shrinkage or swelling factors will not be considered in determining the calculated quantities. Power pole bracing where necessary shall be covered under this bid item and is considered subsidiary work. All material including surplus material unsuitable for use as fill shall be disposed off-site by the Contractor.

Payment shall be made on the basis of the price bid per cubic yard and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work. Quantities provided are for informational purposes only.

Bid Item #704: Remove and Replace Trees and Shrubs

This item includes the removal and replacement of trees. Trees and shrubs shall be replaced in kind. Measurement and payment shall be on a per lump sum basis.

Bid Item #705: Excavate Accumulated Silt and Muck

This item includes the excavation and clearing of accumulated silt and muck at areas indicated in the plans. Material excavated downstream of Corinth Parkway to be hauled from stream as shown on plans as directed by the City. Excavated material to be spread evenly to a maximum depth of six inches. De-muck material shall not be placed on proposed building pads or as fill under proposed streets. Excess material to become property of contractor and hauled off and disposed of in a legal manner. Measurement and payment shall be on a per square yard basis.

Bid Item #706: Block Sodding

This item includes the installation of block sod at areas indicated in the plans. Sod shall be watered so as to establish growth. Sod species shall be as directed by City. Measurement and payment shall be on a per square yard basis.

Bid Item #707: Hydromulch

This item includes the placement of hydromulch of all disturbed areas not planned for block sodding. Hydromulch shall be watered to establish growth. Grass species shall be as directed by City. Contractor to maintain grass until completion of project. Measurement and payment shall be on a per square yard basis. The unit price shall include all labor, tools, equipment and materials necessary to complete the work.

Bid Item #708: Traffic Control, Temporary Signs, and Barricades

This item includes:

- A. The work performed under this item shall be completed in accordance with TxDOT Item 502, “Barricades, Signs and Traffic Handling”.
- B. Modification to TxDOT Item 502: The traffic control plan provided in the plans represents

a typical situation. It is not all inclusive and does not relieve the Contractor from providing additional traffic control devices as needed to control traffic.

- C. The Contractor shall submit a detailed traffic control plan to the City Engineer for approval at least one week prior to the beginning of construction. The plan shall be prepared by a licensed professional engineer in the State of Texas.
- D. The Contractor shall provide barricades as per the Traffic Control Plan and as per guidelines in the "Texas Manual on Uniform Traffic Control Devices", Latest Revision.
- E. Removal of existing and temporary pavement markings shall be subsidiary to this bid item.
- F. Modifications to TxDOT Item 502.3 & 502.4 are subsidiary to the Traffic Control pay item.

Measurement and payment for this item shall be made per the lump sum price bid and shall be total compensation for furnishing all materials, tools, equipment, signs, barriers, labor and any other incidentals necessary to complete the work.

Bid Item #709: Removable Bollard Assembly

This item shall consist of the work, labor, equipment, and materials necessary to place bollard bases as directed in the plans and furnish bollards to be delivered to the City in accordance with drawings. Removable bollard assembly shall be as manufactured by Bollards Plus (bollardbarrier.com; 713-398-6166), or approved equal. Removable bollard assembly to include in-ground bollard sleeve (schedule 80+) with lockable top plate (1/4" steel) and set screw, 6"x48" steel bollard post (schedule 40 arch. grade), lock hook and welded cap, weep plate and weep line, painted safety yellow. Complete in place as directed by Engineer. Measurement for payment shall be on a per each basis.

Bid Item #710: Limestone Bollard

This item shall consist of the work, labor, equipment, and materials necessary to furnish and install limestone bollards as specified in the drawings and at the locations specified in the drawings. Measurement and payment shall be made on the basis of price bid per each.

Bid Item #711: Limestone Bollard Foundation

This item shall consist of the work, labor, equipment, and materials necessary to install limestone bollard foundations in accordance with the details, and at the locations shown, on the drawings. Measurement and payment shall be made on the basis of price bid per linear foot.

Bid Item #712: Ornamental Pedestrian Rail

This item includes the installation of a Pedestrian Rail as directed on the plans. Railing to be Ameristar Aegis II Xtreme or approved equal. Installation of railing shall be in accordance with manufacturer's requirements. Measurement for payment shall be on a per linear foot basis, which shall be full compensation for furnishing all materials, tools, equipment, and labor necessary to complete this work.

Bid Item #713: Wheel Stop

This item includes full compensation for all labor, materials, and equipment necessary for the complete installation of pre-cast concrete wheel stops in the locations designated on the drawings. Wheel stops shall be 6'-0" in length with a 9" base width. Wheel stops shall be manufactured with a concrete strength of 6000 psi @ 28 days and shall include, at a minimum, #3-4 continuous reinforcing bars. The wheel stops shall include two slots (slot length being

between 15"-20") and two pre-dilled anchor holes no less than 0.88" in diameter. Anchor wheel stops in place as recommended by manufacturer. Measurement for payment shall be on a per each basis.

Bid Item #714: Project Sign

This item includes full compensation for all labor, materials, and equipment necessary for the complete installation and removal of a standard City project designation sign. Project sign location will be coordinated with the City. Measurement for payment shall be on a per each basis.

ITEM 8: CONSTRUCTION CONTRACT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

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THIS CONTRACT is made and entered into on this the ____ day of _____, by and between the City of Corinth (hereinafter referred to as Owner) and _____, (hereinafter referred to as Contractor). In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

ARTICLE I. WORK

The Contractor shall perform all of the work as specified in the Contract Documents. The work generally includes clearing and grubbing, pavement removal, traffic control, erosion control, earthwork, demolition of drainage structures, construction of drainage, water and sanitary sewer systems, installation of electrical systems, PCCP paving and other appurtenant items of work.

Plans and specifications prepared by: **Jones|Carter.**

Plans and specifications prepared for: **Transit Oriented Development (TOD) Agora District Street and Utility Improvements CIP21-0002**

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the Contractor's own cost and expense, the Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may with the Contract Documents unless otherwise agreed to by the Owner.

ARTICLE II. CONTRACT DOCUMENTS

The Contract Documents may only be altered, amended, or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore; bonds; the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended; and, any additional documents incorporated by reference. These form the Contract Documents, and all are fully a part of the Contract as if attached to this agreement or repeated herein.

ARTICLE III. CONTRACT TIME

The Contractor shall perform and complete all the items of work listed and referred to in the Contract Documents within **300 calendar days** from the issuance of Notice to Proceed for Construction. A Limited Notice to Proceed for Procurement may be issued to the Contractor and shall be utilized to process shop drawings, submittals, and procurement of materials for the project. Contract time will not commence after written Limited Notice to Proceed for Procurement.

ARTICLE IV. CONTRACT PRICE

The Owner shall pay the Contractor for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General, Special, and Technical Conditions to the Contract, as contained in the Contract Documents.

ARTICLE V. MISCELLANEOUS PROVISIONS

The terms used in the Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, as amended. The Contract Documents, which constituted the entire agreement between the Owner and Contractor, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the Owner and Contractor.

CONTRACTOR: 

ATTEST: 

BY: _____

BY: _____

TITLE: _____

TITLE: _____

OWNER: 

ATTEST: 

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ITEM 9: PERFORMANCE BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

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THAT, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is of the City, County of, of the State of, (hereinafter referred to as "Principal"), and (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto the City of Corinth (hereinafter referred to as "Owner") in the penal sum of \$ (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____ 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of **Transit Oriented Development (TOD) Agora District Street and Utility Improvements CIP21-0002**.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications, and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of Substantial Completion of the work, and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said Contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said Contractor and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 for Public Works as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with provisions of said articles to the same extend as if they were fully copied at length herein.

Surety, for value received, stipulates, and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the Owner.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20____.

WITNESS:

Printed/Typed Name

PRINCIPAL:

Printed/Typed Name

Title

Company

Address

WITNESS:

Printed/Typed Name

SURETY:

Printed/Typed Name

Title

Company

Address

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

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

Name: _____

Address: _____

Phone number: _____

BID BOND

DDM Construction Corp.
4006 Belt Line Road, Suite 230
Addison, TX 75001
www.ddmcc.net

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

James W Leeker, William P Rutherford, Linda S Nichols, Cindy Rodriguez, Individually

of Rockwall, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of December, 2020.



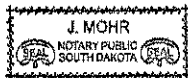
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of December, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of June, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ITEM 10: PAYMENT BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____, of the City of _____, County of _____, State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto the City of Corinth, (hereinafter referred to as "Owner") and unto all person, firms and corporations who may furnish materials for or preform labor upon buildings, structures or improvements referred to in the attached Contract, in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____ 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of **Transit Oriented Development (TOD) Agora District Street and Utility Improvements CIP21-0002**.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect, Provided further, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

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

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may

be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20__.

WITNESS:

Printed/Typed Name

PRINCIPAL:

Printed/Typed Name

Title

Company

Address

WITNESS:

Printed/Typed Name

SURETY:

Printed/Typed Name

Title

Company

Address

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

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

Name: _____

Address: _____

Phone number: _____

ITEM 11: MAINTENANCE BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

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THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____, of the City of _____, County of _____, State of _____ (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are hereby expressly acknowledge themselves to be held and bound to pay unto the City of Corinth, the sum of _____ dollars and _____ cents (one-hundred percent (100%) of final contract price) (\$_____) for the payment of which sum well and truly to be made unto said _____ and its successors, said Principal and Sureties do hereby bind themselves, their assigns and successors, jointly and severally. This obligation is conditioned, however, that, whereas said _____ (Principal) has this day entered into a written contract with said Owner, City of Corinth, to build and construct the **Transit Oriented Development (TOD) Agora District Street and Utility Improvements CIP21-0002.**

Which contract, and the plans and specifications therein mentioned and adopted by the City of Corinth are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2) years from the date of final acceptance as shown on the Letter of Final Acceptance as issued by the Engineer.

The Contractor agrees to make all necessary repairs, reconstruction, and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage of failure of any substance or the improper function of any part of the constructed work. The Contractor shall reimburse the Owner for the costs of all Engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the Contract Documents; and in case the said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and the said Contractor and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar days failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided

above, then these presents shall be null and void and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to do so maintain and repair damages in these premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20____.

WITNESS:

Printed/Typed Name

PRINCIPAL:

Printed/Typed Name

Title

Company

Address

WITNESS:

Printed/Typed Name

SURETY:

Printed/Typed Name

Title

Company

Address

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

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

Name: _____

Address: _____

Phone number: _____

**CONSTRUCTION SERVICES
INSURANCE REQUIREMENTS****1.0 DEFINITION**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.**C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage of the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. **Workers Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
 4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
 - E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.3 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance:**
 1. **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 1. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee
 3. **Automobile Liability:** \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

- C. Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

TEXAS - CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
 Aggregate Limit: \$3,000,000
 Deductible Amount: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500

b. Loss of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$10,000
 Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this end Section H, Item 12.
vided you did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- a) Reports all, or any part, of the act, error or omission to us or any other insurer;
- b) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who is an Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your

members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or

the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

2. Duties in the Event of An Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer

contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by you to coverage damages for acts, errors or omissions that occurred prior to the "first effective date".

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure to Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last Paragraph of 2. Exclusions under Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

Exclusions c. through q. do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented to You Limit as described in Section III - Limits of Insurance.

b. The insurance provided under Section I - Coverage A - Bodily Injury and Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- 3) Smog;
- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- 5) Settling, cracking, shrinking or expansion;
- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage to Premises Rented to You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of **Section III - Limits of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the **Damage to Premises Rented to You** Limit is the most we will pay under **Coverage A - Bodily Injury and Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage for Newly Formed or Acquired Organizations

Section II - Who is an Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer of Rights of Recovery Against Others to us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who is an Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) **Managers or Lessors of Premises**

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insur-

ance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- (b) **Lessor of Leased Equipment**

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) **Vendors**

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage"

arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution

or sale of the products;

- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage to Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage to Property** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, of-**

fense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees as Insureds - Specified Health Care Services and Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who is an Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected or Intended Injury** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees as Insureds

The following is added to Paragraph **2.** under **Section II - Who is an Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, except for j. Damage to Property, paragraphs (3), (4), (5) and (6), k. Damage to Your Product, and l. Damage to Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under Section V - Definitions are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody or Control Liability Coverage

For purposes of the coverage provided by Care, Custody or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody or Control Lia-

bility Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits of Insurance and Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage, Section III - Limits of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury and Property Damage Liability** does not apply if the premises are "your work".

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

- 1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance;** or
- 2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07-05-2019	Policy Number: EBA 054 35 44
Named Insured: DDM CONSTRUCTION CORPORATION INC	
Countersigned by:	

(Authorized Representative)

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

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07-05-2019	Policy Number: EBA 054 35 44
Named Insured: DDM CONSTRUCTION CORPORATION INC	
Countersigned by:	

(Authorized Representative)

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

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS PACKAGE POLICY**
- CLAIMS-MADE EXCESS LIABILITY COVERAGE PART**
- COMMERCIAL AUTO COVERAGE PART**
- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART**
- DENTIST'S PACKAGE POLICY**
- ELECTRONIC DATA LIABILITY COVERAGE PART**
- EXCESS LIABILITY COVERAGE PART**
- LIQUOR LIABILITY COVERAGE PART**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**
- POLLUTION LIABILITY COVERAGE PART**
- PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**
- PRODUCT WITHDRAWAL COVERAGE PART**
- PROFESSIONAL LIABILITY COVERAGE PART**
- PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART**
- PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART**
- UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver
Name of person or organization
- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: ALL TEXAS OPERATIONS
- 3. Premium:
The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 07/05/2021 at 12:01 a.m. standard time, forms a part of:



Authorized representative

This is not a bill

**GEOTECHNICAL INVESTIGATION
FOR
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

R E P O R T

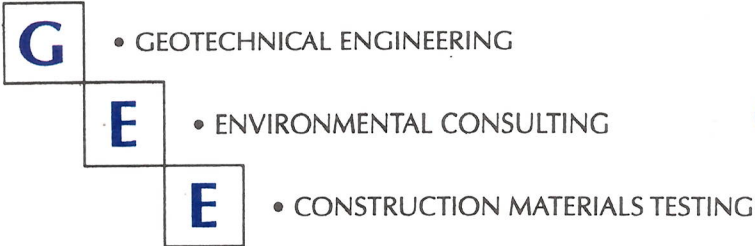
to

**JONES | CARTER
PLANO, TEXAS**

by

**GEE CONSULTANTS, INC.
GEOTECHNICAL, CONSTRUCTION MATERIALS
AND ENVIRONMENTAL CONSULTANTS
DALLAS, TEXAS**

January 25, 2022



GEE Consultants, Inc.

10046 Monroe Drive • Dallas, Texas 75229 • (214) 352-5433 • Fax (214) 352-6972

January 25, 2022

Mr. David Leslie, P.E.
 Senior Project Manager
 JONES | CARTER
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 Plano, Texas 75093
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RE: Report No. J-121-0166
 Geotechnical Investigation
 Commons at Agora,
 Transit-Oriented Development (TOD) Street and Utility Improvements
 North of Corinth Parkway and East of Denton Katy Trail
 City of Corinth, Texas

Dear Mr. Leslie:


Submitted herein is a report summarizing the results of the geotechnical investigation performed at the above referenced project.

We trust the recommendations derived from this investigation will provide an adequate information for an economical pavement, utilities and foundation design. As your project develops, GEE Consultants, Inc. would be pleased to assist you with the construction materials testing and inspection services.


We thank you for the opportunity to provide you with our professional services. If we can be of further assistance, please do not hesitate to contact us.

Very truly yours,

GEE Consultants, Inc.


 Ramchandra Baral, M.S.C.E., E.I. T.
 Project Manager
 RB:RWG/yp
 cc:

- Mr. Adam Ray via: aray@jonescarter.com
- Ms. Katelynn Morgan via: kmorgan@jonescarter.com
- Mr. George Marshall via: george.marshall@cityofcorinth.com
- Mr. Paul Richey via: prichey@jonescarter.com
- Mr. Mark Holliday via: mholliday@jonescarter.com


 Richard W. Gee, P.E.
 President

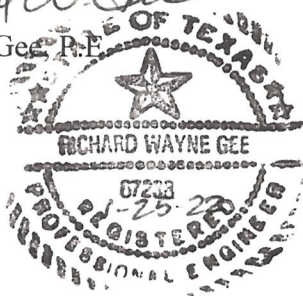


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Logs of Boring

Symbols and Terms used on Boring Logs

Unified Soil Classification System

**GEOTECHNICAL INVESTIGATION
FOR
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

I. INTRODUCTION

This report transmits the findings of the geotechnical investigation performed at the above referenced site. The purpose of this investigation was to define and evaluate the general subsurface conditions at the test boring locations. Specifically, the study was planned to determine the following:

1. Subsurface stratigraphy at the locations of exploratory borings.
2. Classification of engineering and physical characteristics of the soils encountered at the test boring locations.
3. Utility, junction box, storm drain and retaining wall foundation recommendations.
4. New pavement at the following locations:
 - a). Along the west side of Commons at Agora Park (adjacent to Denton Katy Trail) from Corinth Parkway to northwest of Walton Drive.
 - b). Along the east side of Commons at Agora Park (Main Street) from Corinth Parkway the south side of Walton Drive.
 - c). Improvements to Walton Drive from proposed N. Corinth Parkway to proposed Main Street
5. On-site Commons at Agora Park buildings including:
 - a). Park Pavilion
 - b). Restroom Facility
 - c). Stoa/Community Building (Multi-purpose Space)

- 6. Lateral earth pressures exerted by backfill material.
- 7. Criteria for placement and processing of trench fill materials.
- 8. Criteria for placement and processing of pavement subgrade materials.

This study was performed in accordance with the authorization of Mr. Mark Holliday of Jones & Carter, Inc. To accomplish the intended purposes, a three (3) phase study program was conducted which included; (a) a field exploration consisting of fifteen (15) requested exploratory soil test borings with samples obtained at selected intervals, (b) a laboratory testing program designed to evaluate the plasticity, moisture conditions, bearing characteristics and soluble sulfate content of the subsurface soils, and (c) an engineering analysis of the test data for pavement subgrade preparation recommendations as requested. More specifically the test boring locations, general purpose of such and associated depths were as follows:

Boring Number	General Purpose of Boring	Boring Depth (Feet)
B-1	N. Corinth Street Pavement Section (N. of Denton Katy Trail), Earthwork, Storm Drainage	15
B-2	Walton Drive Pavement Section (at Intersection of Proposed N. Corinth Parkway, along E. Side of Denton Katy Trail), Earthwork, Storm Drainage	15
B-3	Roundabout Pavement Section at Intersection of Proposed N. Corinth Parkway (along E. Side of Denton Katy Trail) and Walton Drive, Earthwork, Storm Drainage, Utilities	15
B-4	Walton Drive Pavement Section (West of E. Side Access Road to NCTC parking lot), Earthwork, Storm Drainage	15

Boring Number	General Purpose of Boring	Boring Depth (Feet)
B-5	Walton Drive Pavement Section (at Intersection with Proposed Main Street), Earthwork, Storm Drainage	15
B-6	Intersection of Proposed N. Corinth Parkway and Proposed Agora Way Pavement Section (along E. Side of Denton Katy Trail), Earthwork, Storm Drainage, Junction Box, Utilities	25
B-7	Agora Way Pavement Section, Earthwork, Storm Drainage, Junction Box, Utilities	25
B-8	Intersection of Agora Way and Main Street Pavement Section, Earthwork, Storm Drainage, Utilities	15
B-9	Multi-purpose Stoa/Community Building Foundation, Retaining Walls, Earthwork	34
B-10	Restrooms Building Foundation, Retaining Walls, Earthwork	36
B-11	Park Stage/Pavillion Building Foundation (Adjacent to Proposed Agora Way), Retaining Walls, Earthwork	37
B-12	Terraced Seating Retaining Walls, Earthwork	15
B-13	Intersection of Proposed N. Corinth Parkway and Corinth Pkwy. Pavement Section (along E. Side of Denton Katy Trail), Earthwork, Storm Drainage, RCB, Head Wall, Junction Box, Utilities	25
B-14	Intersection of Corinth Parkway and Main Street Pavement Section, Earthwork, Storm Drainage, Utilities	15
B-15	Retaining Walls, Earthwork	37

No additional analysis was requested or performed. A brief description of the various field and laboratory tests and their respective results are included in the Appendix of this report.

II. SITE AND PROJECT DESCRIPTION

The subject site was located north of the City of Corinth City Hall and Corinth Parkway, east of existing Denton Katy Trail. Proposed park on and off-site civil related improvements includes streets, utilities, a reinforced concrete box culvert with associated head walls and retaining walls at numerous locations.

The proposed pavement located along the west side of the proposed park (N. Corinth Parkway) will travel from Corinth Parkway to northwest of Walton Drive. We understand the reinforced box culvert with head walls previously mentioned will be located at the south end of proposed N. Corinth Parkway, beneath the approach pavement leading away from existing west bound Corinth Parkway.

Perpendicular parking spaces will be located along portions of the east side (north bound lane) of N. Corinth Parkway. A retaining wall is planned at test boring location B-15, adjacent to the east end of the perpendicular parking spaces, located along the west side the Commons at Agora Park. We understand the portion of new N. Corinth Parkway pavement along the west side of proposed Commons at Agora Park (adjacent to Denton Katy Trail) will require about three (3) to four (4) feet of fill material.

The proposed pavement located along the east side of the park (Main Street) will extend from existing Corinth Parkway to the south side of Walton Drive. Existing parking, drive areas and landscaping associated with the adjacent existing three (3) story building (prior Texas Health facility) were located along the east side of proposed Main Street. In addition to Main Street

main lane traffic pavement, perpendicular parking spaces will be located along the both sides of portions of such. We also understand the portion of new pavement along the east side of proposed Commons at Agora Park will require about three (3) to four (4) feet of earthwork cut operations.

A section of roundabout (traffic circle) pavement is being considered for the intersection of proposed N. Corinth Parkway and Walton Drive (along E. Side of Denton Katy Trail).

Pavement improvements are also planned along Walton Drive from the roundabout described above to proposed Main Street. An existing approach street leading to the south parking lots of North Central Texas College was located along the north side of current Walton Drive pavement. In addition, two (2) pavement approaches to Metroplex Cabinets (commercial property) were also located along the north side of existing Walton Drive. Smaller approaches (to prior residential properties) were noted along the north side of Walton Drive, west of the Metroplex Cabinets site.

Reconstruction or improvements to a section of existing N. Corinth Street pavement, northwest of the proposed roundabout is also to be considered. Based on the current plans provided the intersection of proposed N. Corinth Parkway (northwest of the roundabout) and N. Corinth Street has not been finalized.

Decel and turn lane pavement are planned for existing east bound sections Corinth Parkway, along the south side of the proposed Commons at Agora Park. Existing Corinth City Hall and associated improvements were located south of the planned park.

Proposed east-west Agora Way pavement will also be located along the north side of the planned Commons at Agora Park. In addition to the Agora Way main lane traffic pavement, parallel parking spaces will be located along both sides of portions of such.

On-site park improvements will consist of three (3) new buildings. They include a new park stage/ pavilion, restroom facility and Stoa/Community building (multi- purpose space). The exact size of all three (3) planned buildings and proposed finish floor elevations were unknown at the time of our report preparation. For report preparation purpose it was assumed the building finish floor elevations of such were at or above existing grade. We understand retaining walls will be utilized at each building location. We also understand terraced seating and a retaining wall are planned. A boardwalk is planned along the southwest portion of the park i.e. from the Gateway Plaza along Corinth Parkway to south of Multi-purpose Stoa/Community Building along proposed N. Corinth Street. Limited details (locations only) of the boardwalk construction were made available until just prior to our report preparation.

It was our understanding that the maximum height/depth of the proposed retaining walls will be approximately fifteen (15) feet. The depth of the junction boxes will not exceed fifteen (15) feet from existing grade and/or finished grade.

At the time of this investigation, the existing pavement surface consisted of asphaltic or Portland cement concrete at four (4) requested test boring locations. Specific depths and types of wearing surface at existing pavement test locations were as follows:

Boring Number	Name of Street/Location	Type of Existing Pavement Wearing Surface	Existing Wearing Surface Pavement Depth (Inch)
B-1	N. Corinth Street (N. And E. of Denton Katy Trail)	Portland Cement Concrete	7.0
B-2	Walton Drive (NW Side of Proposed Roundabout)	Asphaltic Concrete	6.1
B-4	Walton Drive (S. of Existing Metro Cabinets)	Asphaltic Concrete	6.2
B-5	Walton Drive (Just E. of South Side Entrance to North Central Texas College Parking Lot)	Asphaltic Concrete	6.0

The existing subject concrete pavement section along N. Corinth Street was in moderate condition. The Portland cement concrete exhibited a few uncontrolled shrinkage cracks in the wearing surface.

Similarly, the Walton Drive existing subject asphaltic concrete pavement section was also in moderate condition. Limited pavement distress consisted of a few moderate longitudinal and lateral cracking areas. These cracks may be due to insufficient thickness of existing asphaltic concrete. Secondary causes may include improper initial subgrade compaction, the presence of possible underground utility line backfill settlement and/or adjacent trees and associated

tree roots causing subgrade dessication, resulting in settlement/distress. A few repair patches were utilized for Walton Drive street repair.

Drainage swales (bar or borrow ditches) were located along both sides of the existing Walton Drive. At some driveways the cross-section of the PVC pipe or tin horns (corrugated metal pipe) were partially blocked or missing, preventing free drainage beneath and away from the subject pavement. In addition, pavement distress as a result of soil settlement was observed along the shoulder at a few locations of current Walton Drive.

The Denton Katy Trail and associated railway track were located along the west side of proposed N. Corinth Parkway. The concrete trail and railway track crossed existing Walton Drive at northwest corner of the site.

A commercial and residential building, associated driveways, parking lots and trees were located along the north side of the Walton Drive. North Central Texas College was located north of the subject site, just east of N. Corinth Street. Texas Health Community Clinic property (prior tenant) and associated parking lots were located along the east side of the proposed site. City of Corinth City Hall and associated parking lots were located south of the proposed site.

Dense trees and a shallow creek were located within the area of the proposed park site, approximately at the center, from the north end to the south end. An existing east-west

oriented drainage ditch with associated head walls was located in the southwest portion of the subject site.

If this information and/or assumptions are incorrect, GEE Consultants, Inc. should immediately be notified for additional comments regarding the soil related design parameters given herein. No other information was available at the time of this investigation.

III. DESCRIPTION OF SURFACE AND SUBSURFACE CONDITIONS

Four (4) requested test boring locations were advanced within the bounds of existing pavement areas. The existing pavement surface treatments at test boring locations B-1 (near northbound of N. Corinth Street, west of Excalibur Muffler and Automotive), B-2 (westbound Walton Drive, just east of Denton Katy Trail), B-4 (near centerline of Walton Drive, south of Metroplex Cabinets) and B-5 (near the centerline of Walton Drive, north of proposed intersection of Walton Drive with Main Street) consisted of approximately six (6) to seven (7) inch thick layers of either Portland cement concrete or asphaltic concrete.

The asphaltic concrete surface at test boring locations B-2, B-4 and B-5 was underlain by a six (6) inch thick layer of brown sandy clay layer with gravel material that had been possibly lime treated. The Portland cement concrete surface layer at test boring locations B-1 was underlain by an eleven (11) inch thick brown sandy clay layer that had also been possibly lime treated.

The materials underlying existing asphaltic concrete and Portland cement concrete pavement materials and possibly lime treated soils as well as the unpaved test boring location near surface materials consisted of brown, reddish brown, light brown, light gray and occasionally red or tan sandy clays, clayey sands and sands. Clay layers were some times encountered at various depths within the sandy clay and sand layers. At other times coal fragments, iron ore and gravel to fine gravel were noted at various depths.

At test boring location B-1 the brown, reddish brown and light gray sandy clay was classified as possible fill material to a depth of ten (10) feet. The brown to reddish brown sandy clay, clayey sand or sand encountered from one (1) to three (3) feet below existing grade at test boring location B-2 and B-4 was classified as fill material. At test boring location B-8 the light brown and brown sandy clay with gravel to a depth of two (2) feet below existing grade was classified as fill material as well.

The reddish brown clayey sand to sand with fine gravel and red sand encountered below at depth of fifteen (15), nineteen (19) and fourteen and one-half (14.5) feet at test boring locations B-6, B-11 and B-15, respectively were of varying cemented degrees in nature.

Noteworthy, the reddish brown and red clayey sands and sands encountered from 14.5 to 24.5 feet below existing grade at test boring locations B-6, B-7, B-9, B-11 and B-15 were described as having a very dense relative density (Standard Penetration Resistance, Blows Per Foot, Over 50).

The near surface fill and naturally occurring overburden soils at deeper advanced test boring locations were found to overlie gray shale to gray weathered shale. A summary of the depths of shale to weathered shale is as follows:

Primary Rock Formation Depth at Deeper Test Boring Locations

Boring Number	Type of Primary Rock Formation	Depth of Rock Below Currently Existing Grade (Feet)
B-9	Gray Shale	23.5
B-10	Gray Shale	26.0
B-11	Gray Shale	27.0
B-15	Gray Weathered Shale	27.0

The subject site is located within the boundaries of the *Woodbine* formation. The *Woodbine* (*Kwb*) formation consists of predominantly sand and sandstones with layers of clay and shale with varying amounts of silt. The *Woodbine* formation was deposited in close proximity to a marine environment which accounts for the variability of this formation, as evidenced in the boring logs included in the Appendix of this report.

The near surface soils of the *Woodbine* formation are volumetrically unstable and capable of significant differential vertical soil movements with changes in moisture conditions. The expansive and shrinkage characteristics of the near surface soils will be affected by the depth of expansive clays, duration and intensity of precipitation, the surface drainage characteristics of the surrounding area, structural loading and any significant change in surface elevations.

Specific strata descriptions and thickness are identified on the *Logs of Boring* included in the Appendix of this report.

IV. SUBSURFACE WATER CONDITIONS

At the time of field exploration, groundwater or seepage was encountered at eight (8) of the fifteen (15) requested test boring locations. The following table illustrates our groundwater/seepage depth findings:

Depth to Groundwater or Seepage at Test Boring Locations

Boring Number	Depth of Groundwater or Seepage Encountered Below Currently Existing Grade (Feet) During Drilling	Depth of Groundwater or Seepage Below Currently Existing Grade (Feet) at Completion of Drilling
B-3	14.0	14.0
B-6	16.0	10.0
B-7	19.5	20.0
B-9	12.0	9.5
B-10	17.0	12.0
B-11	12.0	14.0
B-13	12.0	20.0
B-15	9.5	10.0

It should be noted the subsurface water regime is subject to change with variations in climatic conditions. Also the test borings were advanced during a drier period of climatic conditions. Future construction activities may also alter the surface and subsurface drainage characteristics of this site. Therefore, the depth to groundwater should be verified just prior to construction.

If there is a noticeable change from the conditions reported herein, GEE Consultants, Inc. should be immediately notified to review the effect it may have on the design recommendations. It is not possible to accurately predict the magnitude of subsurface water fluctuations that might occur based upon short-term observations.

V. LIMITATIONS

The professional services performed, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices. The possibility always exists that the subsurface conditions at the site may vary somewhat from those encountered at the boreholes. If there are any unusual conditions differing significantly from those described herein, GEE Consultants, Inc. should be notified to review the effects on the performance of the designed pavement.

The recommendations given in this report were prepared exclusively for the use of Jones and Carter, Inc., The City of Corinth and/or their consultants. The information supplied herein is applicable only for the design of the previously described buildings, park and associated pavement/utility improvements to be constructed at the locations indicated at this site and should not be used for any other structures, locations, pavement, or for any other purpose. GEE Consultants, Inc. is not responsible for the conclusions, opinions, or recommendations made by others based on the information submitted herein.

VI. ANALYSES AND RECOMMENDATIONS

A. Soil Movements

The near surface soils encountered at the test locations exhibited the presence of slightly, moderate to highly expansive clayey soils. Plasticity indices (PI) at selected test locations were between non-plastic and thirty-two (32). Free swell test results varied from 0.2 and 6.0 percent at test boring locations. The soils encountered at the test boring locations should be considered dry to wet, slightly to highly active and capable of significant differential vertical movements with changes in moisture content. Based on swell test results and Texas Department of Transportation test method TEX-124E of calculating estimated vertical movements the differential vertical movement at the test boring locations, assuming dry initial conditions, is estimated to be on the order of $1.0\pm$ to $2.75\pm$ inches.

The vertical soil movement indicated above is highly dependent on the thickness and depth of the underlying clayey soils and the moisture content of these soils at the time the structures are constructed. The above estimates can be exceeded in areas where the highly plastic clayey soils are thicker, closer to the ground surface and/or where water is allowed to pond under or next to the structure during or after construction. Construction techniques may also affect the magnitude of the aforementioned soil movement. If off-site materials other than “select fill” or “flexible base” are imported or significant thickness of on-site materials are used to elevate the building or pavement areas for drainage purposes or otherwise, the estimated vertical movement should be

reviewed. Significant subgrade settlement or creep can occur due to slope movement and/or lack of proper compaction.

B. Sanitary Sewer Foundation/Earth Structure Recommendations

1. Sanitary Sewer Manholes

Fiberglass/concrete manhole bases should be founded on a suitable geotextile material that has been properly placed along the perimeter and below a minimum twelve (12) inch thick rock foundation. Muck, ground water and soft/loose soils should be removed prior to geotextile and rock foundation placement. After proper rock foundation preparation the bottom of the fiber glass manholes should be founded in a minimum ten (10) inch thick layer of Class “F” concrete placed on top of the rock.

The rock foundation should be extended at least twelve (12) inches outside the manhole base. The following table depicts the allowable net soil bearing capacity of different soil and rock strata beneath the proposed gravel foundation.

Sanitary Sewer Manhole Soil Bearing Material	Undisturbed Net Allowable Soil Bearing Pressure (Pounds per Square Foot)
Brown, Light Brown, Reddish Brown, Red, Light Gray Sandy Clay to Clayey Sand to Sand with Occasional Gravel, Iron Ore (Less Than 15 Feet Depth Below Existing Grade)	2,000
Reddish Brown, Brown, Gray, Tan, Light Gray and Red Clayey Sand to Sand with gravel (Greater Than 15 Feet Depth Below Existing Grade)	4,000 to 8,000
Gray Shale to Weathered Shale	8,000 to 12,000

2. Trench Dams

Depending on the extent and depth of the groundwater presence, slope of the utility trench bottom, type of backfill materials and embedment material utilized this flowing water can lead to erosion of the back fill/embedment material and potential presence of void spaces or soft spots in such. If the trench backfill materials were then subjected to heavy wheel loads or foundations over the pipeline, this could lead to a collapse of the fill material.

The utility excavation depth shall be uniform (no high or low points within planned sloping pipe sections). High or low points can contribute to pipe distress, cracking and sewer line leakage, all detrimental to system performance, especially where rock is not exposed in the trench bottom. Any unstable material encountered at the proposed bottom of the proposed utility line elevation shall be removed to a depth of no more than two (2) feet below the grade of the structure. Removed soils should be replaced with stable material in uniform layers no greater than eight (8) inch depth and compacted as required to form a stable foundation.

Due to the presence of the proposed structures within the site we recommend the trench dams be removed after the completion of the utility work.

3. Open Cut Sewer Line Excavation Width and Embedment Backfill

Per Standard Specifications for Public Works Construction-North Central Texas the proposed sewer lines should utilize minimum width trenches that depend on the

proposed pipe diameter. Pipe sizes up to twenty-four (24) inch diameter or smaller should utilize a minimum twenty-four (24) inch wide trench or the pipe outside diameter plus sixteen (16) inches, whichever is greater. For example a twelve (12) inch diameter sewer line should utilize a minimum trench width dimension of twenty-eight (28) inches. For pipe diameters up to twenty-four (24) inch sewer lines should be excavated to a minimum depth of three (3) inches below the pipe. The minimum depth below the pipe bottom shall be increased to a minimum of six (6) inches for pipe laid in rock.

We recommend utilization of Class "B-3" (sand, fine gradation) embedment material (Standard Specifications for Public Works Construction-North Central Texas, Item 504.5.2.7) . The required embedment material below, above and around the PVC pipe line should match the necessary minimum trench width and depth requirements. The Class "B-3" (sand, fine gradation) embedment material should be utilized to a minimum depth of twelve (12) inches above PVC, FM and HPDM sewer pipe.

The embedment material should be placed in six (6) to eight (8) inch loose lifts and each lift compacted to a minimum of ninety-five (95) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test).

C. Junction Box and Reinforced Concrete Box (RCB) Foundation Recommendations

As per information provided prior to our investigation, the proposed junction boxes will be founded at a depth no greater than fifteen (15.0) feet below currently existing grade. No information was provided as to the founding depth of the proposed reinforced concrete box (RCB), however we assumed it too would be founded at a depth less than fifteen feet below existing grade. As such the storm drainage/junction box culvert and reinforced concrete box will be founded in various soil bearing strata. The following table depicts the allowable net soil bearing capacity of different soil and rock strata.

Junction Box/RCB Soil Bearing Materials (Founding Depths Less than 15 Feet Below Existing Grade)	Undisturbed Net Allowable Soil Bearing Pressure (Pounds per Square Foot)
Brown, Light Brown, Reddish Brown, Red, Light Gray Sandy Clay to Clayey Sand to Sand with Occasional Gravel, Iron Ore	2,000

D. Junction Box/ RCB Settlement

Based on our estimated settlement calculations, subsurface stratigraphy and anticipated traffic loads the total settlement underneath the storm drain junction box culverts and reinforced concrete box (RCB) culvert will be on the order of one (1.0) inch and differential settlement could be on the order of three fourth (3/4) of an inch. The site preparation and fill placement recommendations provided in this report must be followed to minimize potential for excessive settlement above the storm drain box culvert.

E. Junction Box/RCB Lateral Earth Pressures

The lateral earth pressures exerted on the sides of reinforced concrete box culvert and junction boxes depend on the type of backfill soils, drainage, surcharge loads and permissible wall movements. The unrestrained box culvert (assumed open top box) walls can be designed for active earth pressures conditions if backfill material utilized is imported cohesionless soils. If restrained walls with cohesionless backfill are utilized then at-rest conditions should be utilized for design purposes. However, if cohesive soils are utilized for backfill then both restrained and unrestrained walls should be designed for at-rest conditions as cohesive soils creep and undergo stress relaxation. Based on our experience with soils encountered at the site, below grade box culvert walls should be designed for lateral earth pressures at rest conditions (wall rotation or lateral translation not allowed). The following table presents equivalent lateral fluid pressures for various types of backfill soils for at-rest and active conditions.

Recommended Equivalent Fluid Pressures				
Backfill Material (Level Backfill)	At-Rest Equivalent Fluid Pressure (pcf)		Active Equivalent Fluid Pressure (pcf)	
	Drained	Undrained	Drained	Undrained
Excavated On-site Material (Sandy Clay, Clayey Sand, Sand)	92.5	108.7	73.8	99.3
Select Fill	72.5	98.7	51.3	88.1
Free Draining Granular Backfill	45	85	27.5	76.2

These equivalent fluid pressure values assume horizontal backfill.

F. Junction Box/RCB Site Preparation Recommendations

All existing structures, pavements, surface vegetation, loose fill, debris, groundwater or seepage, or any objectionable material within the study areas should be removed prior to the placement of any additional fill material and construction of any junction boxes. Linear full depth saw cuts of existing asphaltic or Portland cement concrete pavement material that parallel the planned utility alignment should be utilized prior to excavation. Saw cuts shall be located a minimum of twelve (12) inches behind the proposed utility excavation.

All exposed surfaces (after excavation, as needed) should be scarified; watered, as required; and re-compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as defined in ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above optimum moisture value for clays and sandy clays soils and within three (3) percent of the optimum moisture content for clayey sands and sands.

In the event that additional fill is necessary to bring the excavated areas to grade, it should be placed in six (6) to eight (8) inch loose lifts. Acceptable fill should then be placed and compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between the optimum and five (5) percent above the optimum moisture content for clays and within three (3) percent of the optimum moisture content for clayey sands and sands.

G. Junction Box/Reinforced Concrete Box Excavation

Based on information provided storm drainage junction boxes (and assumed RCB founding depth) will be constructed no deeper than fifteen (15) feet below existing grade. As such excavation will occur in sandy clay, clayey sand and sand strata. All excavation work must comply with the local, state and federal safety regulations and Occupational Safety and Health Administration (OSHA) excavation standards. It is contractors responsibility to apply means, methods and construction techniques to maintain overall construction site safety. The recommendations for trench excavation support provided in this report are intended for the Clients use for planning and scheduling of the project.

Due to the somewhat variable strength of the sandy clays, clayey sands and sands, for safety purposes we recommend the weathered shale be considered OSHA Type B soils. Unsupported temporary cuts in Type B soil above the existing water table should not be steeper than 1H:1V for up to a fifteen (15) feet height.

As mentioned previously the junction boxes culvert will be founded at depths no greater than fifteen (15.0) feet and therefore temporary shoring and bracing may be required. The contractor is responsible for providing the temporary shoring and earth support system, accepted by City of Corinth and Jones and Carter, Inc. We do not recommend storage of materials adjacent to necessary excavations. The contractor's construction site safety and temporary shoring should take into account the surface storage of materials and operating equipment adjacent to the proposed utility trench.

H. Junction Box/RCB Excavation Slope Control

No slope stability analysis of any existing or proposed slopes, drainage channels, box culverts, creeks, terraced seating, detention ponds or bar ditches was requested or performed. Any slope, excavation, bar ditch, etc., existing or proposed, exceeding three (3.0) feet in height should incorporate stabilization methods/analysis to include erosion control, embankment stabilization and other slope control measures as required by the slope control specialist. Maximum building, retaining wall and pavement set back from existing or proposed slopes and utility lines should be adhered to as recommended by the slope control specialist. Adequate toe protection against erosion and timely removal of trench groundwater should be provided as required by the slope control specialist. Embankment fill should be placed in horizontal lifts under controlled conditions and then trimmed to required geometric dimensions.

I. Utility Excavations

No trench safety, shoring, temporary sloping conditions analysis or review of any safety, materials or construction procedures was requested or performed. All requirements of OSHA, the slope control specialist and trench safety plan prepared by others should be reviewed and met. Materials should not be stored adjacent to utility excavations.

Limited cemented sands were encountered at various depths of test boring locations. Therefore, based on our prior experience with the cemented sands in the area of the subject site, heavy duty excavation equipment and construction methods may be necessary at some locations within the subject site for below grade utility construction.

The utility excavation depth shall be uniform (no high or low points). High or low points can contribute to junction box, box culvert distress, concrete cracking and storm water leakage, all detrimental to system performance, especially where rock or cemented sand is exposed in the trench bottom. Any unstable material encountered at the proposed bottom of the junction boxes or box culvert elevation shall be removed to a depth of no more than two (2) feet below the grade of the structure. Removed soils should be replaced with stable material in uniform layers no greater than eight (8) inch depth and compacted as required to form a stable foundation.

J. Junction Box and Box Culvert Bedding and Embedment Backfill

All junction box and reinforced concrete box culvert sections should be underlain by medium to fine granular material (leveling course). The thickness of this bedding material (leveling course) for box culverts not founded on rock should be 1.5 to 2.0 inches.

We recommend a minimum trench width for installation of precast concrete box culvert be the outer width of box (for width of 24 to 72 inches) plus 24 inches. In addition, the depth of trenching where rock (shale) is exposed below the bottom of storm drain shall not be less than six (6) inches.

The minimum allowable thickness of bedding material under junction boxes or box culverts founded in rock is six (6) inches. If groundwater, quagmire conditions or seepage occurs at the bottom of the culvert excavations consideration should be given

to increasing the embedment crushed stone material. A minimum of six (6) inches of crushed stone embedment material should consist of four (4) inches of NCTCOG Item 301.5 Grade 1 or Grade 2 Crushed Stone that is capped with two (2) inches of Item 504 fine Crushed Stone Aggregate Grade 8.

Where sandy clays are exposed at or near the required junction box or box culvert founding depth and no groundwater or seepage is present the depth of bedding material shall be a minimum three (3) inches of NCTCOG Item 504 Aggregate 8 embedment material below the storm drain.

After the box culvert is laid or walls constructed, NCTCOG Item 301.5 Grade 1 or Grade 2 Crushed Stone should be brought up in uniform and properly compacted layers to six (6) inches above the top of the box culvert and in maximum six (6) inch thick lifts on each side. The embedment backfill (other than the maximum two (2) inch thick cap of granular material), Grade 1 or Grade 2 crushed stone should be placed in uniform thickness of six (6) to eight (8) inches loose lifts on either side and on top of the box culvert at moisture contents within plus or minus three (3) percent of the optimum and each lift compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with Standard Proctor Test (ASTM D698) until the top of culvert is covered.

K. Trench Backfill

On-site excavated materials may be used as a trench final backfill material (above the junction box/box culvert flexible base). The backfill material shall not consist of any rocks greater than three (3) inches in diameter, and be free from trash, corrosive and any deleterious material, roots and organic matter. The maximum amount of stone permitted should be limited to fifty (50) percent of the final backfill volume. Nested rock without interstitial fines should be avoided.

Any imported fill material necessary to achieve final grade should also meet the above requirements and have a maximum plasticity index of twenty five (25). Trench backfill soils should be placed in six (6) to eight (8) inch loose lifts. Fill should then be compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between the optimum and five (5) percent above the optimum moisture content for clays and within plus or minus three (3) percent of the optimum moisture content for sands.

Where box culverts or junction boxes underlie proposed pavement the final eight (8) inches of utility trench backfill, including the twelve (12) inch wide lateral strip behind each side of the trench, should then consist of NCTCOG Item 301.5 Grade 1 or Grade 2 crushed stone flexible base. The flexible base should be moisture conditioned and compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density, and within 3.0 percent below and 3.0 percent above the optimum

moisture content, as determined by the Standard Proctor ASTM D 698 Moisture/Density Relationship test.

L. Construction Dewatering

Groundwater and seepage was encountered at various depths during test boring drilling at numerous locations. At the time of our test boring advancement groundwater was as shallow as 9.5 feet at multiple locations. Ground water levels can and will fluctuate with variations in climatic conditions. Groundwater may become more shallow in areas adjacent or near to the existing creek.

We recommend test pits be performed, just prior to actual construction to determine the necessity for dewatering methods. We also recommend a construction meeting between the contractor and inspector of record be scheduled at the time the test pits are excavated. The purpose should be to determine the current soil and groundwater conditions at proposed construction locations, discuss and confirm the requirements of the utility construction as well as the planned groundwater removal/shoring/compaction methods. Trench excavations should be kept dry and no surface runoff be directed towards the excavations during rain events. Dewatering systems if required at the time of construction should be designed, installed and operated to maintain excavation safety and stability of slopes.

Although cohesive soils were encountered at most test boring locations, below grade strata were slightly cohesive to non-cohesive as well. Accordingly it is likely that these

soils may cave or slough off at any location. In addition due to the deeper depth of trench excavation, temporary shoring and dewatering systems should be anticipated and required.

M. Prevention of Embedment Material Presence at Box Culvert Joints

Embedment and/or bedding material should be removed from any box culvert joints during the course of each successive section placement. Excess bedding or embedment material that becomes trapped between precast concrete box culvert joints can cause storm drain mis-alignment and improper positive connection of such elements.

N. Proposed Park Building Foundation Systems

As previously discussed the planned park improvements will consist of three (3) new buildings, i.e. a park pavilion, restroom facility and Stoa/Community building (multi-purpose space). The exact size of all three (3) planned buildings were unknown at the time of our report preparation. The finish floor elevation was assumed to be at or above existing grade. Three (3) requested test boring locations (B-9, B-10 and B-11) were advanced, one (1) at each of the proposed building sites.

Due to the slightly to highly expansive nature of the existing near surface soils, for structures that are sensitive to foundation and/or building distress, we recommend the structural loads be supported by auger excavated, straight-sided, cast-in-place, reinforced concrete piers. These piers should be founded at least four (4) feet into the gray shale encountered at depths from twenty-three and one-half (23.5) feet to twenty-seven (27.0)

below existing grade. It should be noted the gray weathered shale was found to overly the gray shale encountered at a deeper test boring location B-15. This test boring was not advanced at any of the current proposed three (3) building locations.

As previously discussed the reddish brown clayey sands to sands with fine gravel and red sand, cemented in nature, were encountered at depths of fifteen (15), nineteen (19) and fourteen and one-half (14.5) feet at test boring location B-6, B-11 and B-15, respectively. In addition the reddish brown and red clayey sands and sands encountered from 14.5 to 24.5 feet below existing grade at test boring locations B-6, B-7, B-9, B-11 and B-15 were described as having a very dense relative density (Standard Penetration Resistance, Blows Per Foot, Over 50). Accordingly heavy duty drilling equipment and methods may be necessary to advance the drilled piers to the required founding depths.

The recommended pier founding depth is below the surface of significant seasonal moisture change, the near surface clays and the effect of vertical movements in the near surface clays and sandy clays will be minimized. These drilled piers should be designed and proportioned using allowable end bearing pressure 21,000 pounds per square foot of shaft cross-sectional area and a side-wall skin friction value of 3,000 pounds per square foot of pier shaft area in direct contact with the gray shale below a minimum four (4) feet penetration into the gray shale strata. Care should be taken to ensure the piers are founded in the gray shale and not the gray weathered shale to achieve the recommended allowable end bearing and skin friction values described in this paragraph and our report.

A resistance against uplift pressure of 1,500 pounds per square foot of shaft side-wall in contact with the gray shale below the recommended minimum penetration should be used to calculate the resistance of the foundation system against uplift loads. If any sand seams or layers are encountered within the gray shale, any necessary penetration of the primary formation within and above such should be neglected.

There are numerous factors which play a significant role in the behavior of pier groups subjected to axial load. Several of these factors are pier size and length, pier spacing, overall group size, loading conditions, installation procedures and soil type and strength.

The foundation piers will transfer load by end bearing. Group effects are anticipated to be relatively insignificant regarding load reduction if the piers are installed with a center-to-center spacing of at least 2.5 to 3 times the pier diameters. Therefore, assuming the suggested spacing, the group capacity for axial load may be taken as the sum of the individual pier capacities in the group.

Settlement of single, isolated piers will depend on the elastic properties of the pier, the applied load and the interaction of the soil and pier. Settlement is anticipated to be primarily elastic and will occur relatively rapidly as load is applied.

Our experience indicates that single, isolated piers loaded to about one-half of their ultimate capacity will result in a settlement range of about 0.5 to 1.0 inches. This may be verified by full scale field tests.

It is recommended that all piers beneath the same structure be placed at the same general bearing elevation, if practical. This will help minimize the effects of stress overlap below the piers, which may occur with vertically staggered piers.

Timely drilling, rock penetration and concreting methods may be necessary to prevent sloughing and excessive groundwater from collecting in the bottom of the pier holes.

O. Foundation Pier Construction

We recommend a minimum pier diameter of one and one-half (1.5) feet. When designing the foundation piers, care should be taken to insure that an adequate amount of steel reinforcement is provided within the pier shafts to resist the tensile uplift forces exerted by near surface clayey soil encountered at this site.

An estimated uplift swell pressure of 2,500 pounds per square foot acting on the upper portion of the piers in direct contact with unimproved clay soils may be used by the structural engineer for design purposes. An estimated uplift swell pressure of 1,500 pounds per square foot of sandy clays in direct contact with the upper portions of piers should be utilized for design purposes.

If over-excavation and moisture conditioning is utilized, the uplift swell pressure within the treated zone may be reduced to 750 pounds per square foot, depending on the depth of treatment. Uplift swell pressures imposed by clayey sands, sands and “select fill”

material will be negligible. However, minimum reinforcement ratio, as required by ACI for reinforced concrete should be utilized.

Normal construction procedures for this area of Texas should be employed in the installation of the drilled, cast-in-place, straight-shaft piers. Concrete and reinforcing steel should be placed immediately after the excavation has been completed and observed by a representative of GEE Consultants, Inc. to assure compliance with design assumptions. This observation should include verification of:

- a) Bearing stratum,
- b) Minimum founding depth and required penetration,
- c) Cleanliness and removal of all smear zones,
- d) Correct handling of groundwater seepage, and
- e) Shaft diameters.

In no event should an excavation be allowed to remain open for more than four (4) hours. As previously discussed, it is not uncommon to encounter ponding water and resultant quagmire conditions in fill soils found on top of natural clay soils. In addition, groundwater was encountered at the deeper test boring locations. Concrete should not be placed if standing water, loose sandy soils or soft clays are present within the excavated pier hole.

Extensions of the piers or pier caps should be the same diameter as the piers. The cross-section of the pier shaft should not be allowed to enlarge at the ground level. A “mushroom” at the top of the pier will allow very large uplift pressures to develop. Enlargement at the top of the pier should not be allowed to occur. If pier caps are utilized beyond the pier plinth we recommend void boxes beneath the portions of such.

Based on soil data gathered at test boring locations and proposed founding depths the piers will likely require steel casing during construction. If casing is utilized, a positive head of concrete should be maintained within the casing as it is being removed, to assure that water outside the casing is properly displaced by concrete.

Concrete placed in the excavation in excess of ten (10.0) feet in depth should be properly tremied to prevent separation of the aggregates.

It is our opinion that foundation systems designed and constructed using the aforementioned criteria will have a factor of safety in excess of 3.0 against general shear type failure.

P. Building Floor Slab and Grade Beam Systems

We recommend that in order to completely immune the building floor slabs from future vertical movement due to possible heaving of the subsurface soils, the floor slabs and grade beams (in conjunction with piers) should be structurally supported and physically separated from the subgrade by a void of not less than eight (8) inches (factor of safety of approximately three (3) against soil heave coming in contact with the bottom of grade beams). The soil underlying the slabs and grade beams should be sloped to drain toward the outside of the proposed buildings and water should not be allowed to pond in the void space. Proper ventilation should be provided in the void space for the prevention of mold.

The estimated differential soil movement of $1.0\pm$ to $2.75\pm$ inches at the proposed building locations, based on current grades, should be considered excessive for slabs without interior stiffener grade beam (non-waffle type) foundations supported at grade. Accordingly, additional subgrade soil improvements may be necessary prior to utilizing a slab-on-grade foundation system.

The vertical movement experienced by waffle and non-waffle type foundations in conjunction with piers is highly dependent on the thickness and depth of the underlying clayey soils and the moisture content of these soils at the time the buildings are constructed. More movement will occur in areas where the clayey soils are thicker and/or where water is allowed to pond under or next to the structures during or after construction. Construction techniques may also affect the magnitude of the aforementioned soil movements.

It should be noted that even though the plasticity index of most of the soils encountered at test locations were twenty-four (24) or less, their in-situ moisture contents were relatively dry and some corresponding free swell characteristic as high as six (6.0) percent.

Accordingly, the various risks for foundation and building distress should be weighed. If the risk for differential foundation movement, building distress, or slab rotation can not be tolerated, a pier supported structurally suspended slab should be utilized.

Q. Integral Slab and Grade Beam Foundation With Piers

Alternatively, and at greater risk for foundation and building distress, consideration may be given to utilizing integral slab and grade beam foundations (waffle-type slab) in conjunction with piers.

Due to the presence of moderate to highly expansive clayey material near the surface we recommend over-excavation to a minimum five (5) feet depth, the exposed soils be scarified to a minimum depth of six (6) inches, deleterious materials removed, and exposed subgrade soils brought to a moisture content between optimum moisture and five (5) percent above optimum moisture content for clayey soils (within plus or minus three (3) percent of optimum for sandy soils).

The over-excavated and stockpiled soils should then be replaced in six (6) to eight (8) inch loose lifts to a depth of at least twelve (12) inches below finish pad elevation. Each lift shall be moisture conditioned to a minimum of three (3) percent and maximum eight (8) percent above the optimum moisture content, and then compacted to a minimum ninety-three (93) and maximum ninety-eight (98) percent of a Standard Proctor maximum density (ASTM D698). The over-excavation moisture conditioning and replacement under controlled conditions should extend to at least five (5) feet outside the planned building foundation perimeters.

The moisture reconditioned and recompacted exposed soils at a depth of twelve (12) inches below finish pad elevation should then be immediately capped with a minimum

of twelve (12) inches of suitable “select fill”. The “select fill” soils should be placed in six (6) to eight (8) inch loose lifts until finish pad elevation is met. Each lift of “select fill” shall be moisture conditioned to with three (3) percent of the optimum moisture content and compacted to a minimum ninety-five (95) percent of a Standard Proctor maximum density (ASTM D698).

Upon successful over-excavation, moisture conditioning, replacement, recompaction of existing subgrade soils and proper placement of suitable “select fill” cap materials the normally reinforced slabs should be designed by a structural engineer to withstand the estimated vertical soil movements that could be expected at this project of $1.0\pm$ inches. The waffle slab should be supported on but not connected to the top of the underlying piers.

If a source of free water is made available the underlying soil movement could easily exceed $1.0\pm$ inches. As such some door sticking, interior wall and slab heave/cracking may occur due to additional potential vertical movement. Any runoff drainage should be maintained away from the buildings.

Minimum twelve (12) inch wide grade beams founded at least eighteen (18) inches below the final grade in compacted “select fill” or properly moisture conditioned and replaced fill material may be designed using an allowable soil bearing pressure of 1,500 pounds per square foot. Also, a moisture barrier of minimum 10 mil polyethylene sheeting or similar material should be placed between the slabs and subgrade soils to

retard moisture migration through the slabs. In areas where concrete pavement, patios or building entrances does not abut the proposed buildings, we recommend the minimum 10 mil sheeting also extend a minimum of five (5) feet outside the slab perimeters and be capped with a minimum one (1) foot thick layer of on-site or imported clay with a minimum plasticity index of twenty-five (25).

R. Site Grading

Site grading operations, where required, should be performed in accordance with the *Recommendations for the Placement of Controlled Earthfill* provided in this report.

The site grading plans and construction should achieve positive drainage around all sides of the proposed buildings. Inadequate drainage around structures built on grade will cause excessive vertical differential movements to occur.

S. Street, Firelane and Parking Pavement Section Recommendations

As previously discussed, based on swell test results and Texas Department of Transportation test method TEX-124E of calculating estimated vertical movements the differential vertical movement at the test boring locations, assuming dry initial conditions, is estimated to be on the order of 1.0± to 2.75± inches.

Based on our experience and anticipated cost to benefit ratio, at the 1.0± to 2.75± inch level of movement it is our opinion the performance of the proposed pavement sections recommended below would not be significantly improved enough with the utilization

of over-excavation, moisture conditioning replacement and recompaction to justify such. However recommendations for such can be provided on request.

It should be understood that flexible base/lime/cement stabilization to a depth of only six (6) inches is beneficial but does not significantly address heaving or shrinkage capabilities of subgrade soils. Accordingly, if pavement or flat work abuts new buildings or existing flatwork, significant differential movement between such should be anticipated and addressed.

Based on our review of the Bureau of Economic Geology, Geologic Atlas of Texas, Dallas Sheet, the subject site is located in the *Woodbine (Kwb)* formation. Based on our experience with potentially higher levels of soluble sulfates may be present within the *Woodbine* formation. In addition clayey material type fill and possible fill was encountered at the surface at the current test boring locations. Therefore we recommend soluble sulfate test samples be performed after rough pavement subgrade elevations have been established. In general, soluble sulfates become a concern where lime or cement stabilization is used as a stabilizer in subgrade soils with sulfate concentrations exceeding two thousand (2,000) ppm (mg/kg).

Preliminary analysis of the Eurofins Xenco Laboratories - Dallas (samples submitted by GEE) test results indicated the soluble sulfate content to be between 15.9 and 603 mg/kg or ppm (parts per million). The results of concentration of soluble sulfate are listed below:

S.N.	Boring Number	Depth Below Existing Grade (Feet)	Concentration of Soluble Sulfate (ppm or mg/kg)
1	B-1	1-2	166
2	B-1	2-3	603
3	B-2	0-1	69.7
4	B-2	1-2	227
5	B-2	2-3	246
6	B-3	0-1	77.3
7	B-3	1-2	65.6
8	B-3	2-3	181
9	B-4	0-1	360
10	B-4	1-2	249
11	B-5	1-2	233
12	B-5	2-3	164
13	B-6	0-1	366
14	B-6	2-3	262
15	B-7	0-1	15.9
16	B-7	1-2	272
17	B-8	0-1	190
18	B-8	2-3	211
19	B-8	4-5	244
20	B-13	0-1	154
21	B-13	1-2	176
22	B-13	2-3	180
23	B-14	0-1	112
24	B-14	2-3	52.3
25	B-14	4-5	188

The pavement subgrade soils should be closely observed during the moist-curing operations to check for evidence of sulfate induced heave as a result of lime or cement stabilization and added water. If any abnormal swelling, mounds or linear heave is observed our recommendations for lime or cement stabilization should be reviewed and revised.

Our test results and recommendations do not address any potential sulfate induced heave as a result of necessary on site cut from areas other than were analyzed in this report and replaced in the subject section of pavement or imported fill material to achieve finish pavement subgrade elevation.

Where soluble sulfates are abundant lime or cement induced heave is common. As such, if soluble sulfate levels are high, in lieu of utilizing lime or cement stabilized subgrade we recommend consideration be given to using a minimum of six (6) inches of TxDOT Grade 1 or 2 flexible base underneath the Portland cement or asphaltic concrete wearing surface.

After establishing rough grades in the proposed pavement improvements area (prior to lime or cement stabilization or placement of flexible base material) the existing exposed pavement subgrade soils shall be proof rolled. Organic materials and any vegetation should be removed from the site to achieve final pavement subgrade elevation.

Prior to beginning pavement construction the existing site pavement soils shall be proof rolled with a sufficiently heavy pneumatic roller (20 to 25 tons) to evidence any compressible or soft/loose areas. Any compressible soft-loose soils found in the exposed subgrade after stripping and proof-rolling should be removed and replaced with a suitable material under controlled conditions. Proof-rolling should be performed under the direction of an on-site representative of GEE Consultants, Inc.

The soils at the ground surface in the proposed street, fire lane, parking and/or pavement areas should then be scarified and grubbed to a depth of at least six (6) inches and re-compacted to between ninety-five (95) one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent of the optimum for sandy soils). It should be understood that due to the presence of fill material at the subject site, quagmire conditions may be prevalent at some locations in the existing overburden fill, and will need to be addressed as required. The utilization of hydrated lime at some locations may be beneficial, necessary and required for expediency.

In the event that additional fill is necessary to bring the pavement areas to grade, it should be placed in six (6) to eight (8) inch loose lifts. Fill should then be compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above the optimum moisture

content for clayey soils (within plus or minus three (3) percent of the optimum for sandy soils).

Based on the test results and your request, lime and cement series testing were conducted on the surface and/or subsurface soil samples collected from the boring locations performed along the existing and proposed pavement. The lime and cement series test results are listed as follows:

CEMENT SERIES TEST RESULTS (B-4, 1-2 FEET)
(Reddish Brown Clayey Sand with Occasional Gravel (Fill))

Cement % (by Dry Weight)	Liquid Limit	Plastic Limit	Plasticity Index (PI)
0	22	13	9
4	27	21	6
6	27	22	5
8	28	23	5

LIME SERIES TEST RESULTS (B-7, 1-2 FEET)
(Brown Sandy Clay)

Lime % (by Dry Weight)	Liquid Limit	Plastic Limit	Plasticity Index (PI)
0	38	15	23
4	40	29	11
6	37	29	8
8	35	29	6

CEMENT SERIES TEST RESULTS (B-14, 0-1 FEET)
(Brown Clayey Sand to Sand)

Cement % (by Dry Weight)	Liquid Limit	Plastic Limit	Plasticity Index (PI)
0	23	12	11
4	29	25	4
6	29	26	3
8	29	27	2

Lime/Cement Stabilization Recommendations

Based on our observations and experience, the above test results and nature of subgrade soils, it is our recommendation that a minimum six (6) percent lime or cement (by dry weight) be added for stabilization of the proposed pavement subgrade soils beneath the existing asphaltic concrete surface. Given an estimated average maximum dry unit weight of 110.0 pounds per cubic foot and utilizing at least six (6) percent lime, this would be equivalent to approximately 39.6 pounds of lime or cement per square yard for an eight (8) inch thick subgrade layer (six (6) inch final mix and compacted layer) or approximately 49.5 pounds of lime or cement per square yard for a ten (10) inch thick subgrade layer (eight (8) inch final mix and compacted layer).

It is our recommendation that a minimum of forty (40) pounds of lime or cement per square yard should be mixed initially to a depth of eight (8) inches. After the required curing and moisture conditioning period the lime or cement treated soils should be final mixed to a depth of six (6) inches utilizing the quantity as recommended above.

In lieu of lime or cement stabilization (due to the presence of elevated levels of soluble sulfates) consideration may be given to the utilization of Grade 1 or 2 flexible base meeting the requirement NCTCOG Standard Specifications Item 301.5. Flexible base (or recycled concrete meeting flexible base requirements) should be compacted to minimum ninety-five (95) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between minus three (3) to plus three (3) percent of the optimum.

At the time of field exploration, groundwater or seepage was encountered at nine and one-half (9.5) feet and deeper at numerous test boring locations. Therefore, groundwater and/or quagmire conditions should not be anticipated during the pavement construction and any related excavation unless they are adjacent or near to the current creek location. However, if surface runoff and/or quagmire conditions are encountered, they should be properly handled under the supervision of the geotechnical and pavement engineer. Unsuitable material should be removed and replaced with lean concrete (about 2,000 psi compressive strength at 28 days) or structural concrete.

Coal fragments were encountered within the soil matrix at various test boring locations and depths. Based on our experience the presence of coal fragments within proposed lime or cement stabilization depth can reduce the effectiveness of such. Accordingly additional lime or cement may be necessary where coal fragments are present.

We assumed all of the proposed main lane streets (excluding parking space areas) are to be considered collector streets designed for a 30 year life.

The following minimum 3,600 psi Portland cement concrete fire lane and truck pavement sections options are a minimum recommended for this project (thirty (30) year life design).

Areas of Light Traffic (Perpendicular and Parallel Auto Parking)

5.0 inches	Portland Cement Concrete* (12 foot joint spacing)
6.0 inches	TxDOT Type A, Grade 1 or 2 Flexible Base
12.0 inches	Raw Proof-rolled, Compacted and Moisture Conditioned Subgrade
	Or
5.0 inches	Portland Cement Concrete* (12 foot joint spacing)
6.0 inches	Lime or Cement Stabilized, Compacted and Moisture Conditioned Subgrade**
12.0 inches	Recompacted and Moisture Conditioned Subgrade
	Or
6.0 inches	Portland Cement Concrete* (12 foot joint spacing)
6.0 inches	Proof-rolled and Adequately Compacted Subgrade

Areas of Channelized TOD Traffic and Fire Lanes (Collector Street/Truck Traffic)***

8.0 inches	Portland Cement Concrete* (20 feet joint spacing)
6.0 inches	TxDOT Type A, Grade 1 or 2 Flexible Base
6.0 inches	Raw Proof-rolled, Compacted and Moisture Conditioned Subgrade
	Or
8.0 inches	Portland Cement Concrete* (20 feet joint spacing)
6.0 inches	Lime or Cement Stabilized, Compacted and Moisture Conditioned Subgrade**

- * See *Guidelines for Concrete Pavement* in the Appendix of this report. Periodic maintenance of the concrete pavement will be required.
- ** Minimum 40 pounds per square yard, mixed initially to a depth of eight (8) inches. After the required curing and moisture conditioning period the lime or cement treated soils should be final mixed to a depth of six(6) inches and compacted as required.
- *** Fire lane, approaches and city streets should be designed in accordance with applicable City of Corinth requirements.

If utilizing flexible base prior to placing such, the underlying subgrade and any necessary additional fill material should be placed, moisture conditioned and compacted as previously recommended. We recommend any necessary additional fill material (prior to flexible base placement) have a maximum plasticity index of twenty-four (24). The subgrade soil surface beneath the flexible base such shall exhibit no bird baths and

provide proper sheet flow of water from beneath proposed paving section (no ponding water allowed).

As with any pavement system, the strength and swelling characteristics of the subgrade soil is a critical factor in the pavement design. The soils encountered at this site are highly expansive in nature and may lose strength when subjected to increased moisture condition. Therefore, the life of the pavement will be directly affected by drainage conditions on or adjacent to the roadway. Poor drainage conditions and improper maintenance of the pavement sections will create pavement distress as saturated soils are subjected to repeated loadings. Therefore, the drainage details and maintenance should be considered an imperative factor in prolonging the pavement life.

Due to the nature of soils encountered at test boring locations, we recommend particular attention be paid to ensuring minimum Portland cement concrete pavement thickness, reinforcing steel cover/depth and requirements for properly constructed joint details should be adhered to. For eight (8) inch thick Portland cement concrete pavement we recommend No. 4 bars be spaced at 18 inches on center, each way. For five (5) and six (6) inch thick Portland cement concrete pavement we recommend No. 3 bars be spaced at 18 inches on center each way (or No. 4 bars at 24 inches on center each way). Maintaining rebar height and required joint dowels during concrete placement and sawing control joints in a timely manner will greatly reduce the risk for uncontrolled concrete cracking.

Chairs should be utilized to maintain height of reinforcing steel and slip dowels in Portland cement concrete pavement sections (lifting of rebar during concrete placement in lieu of the utilization of chairs is not allowed). Concrete trucks and/or other vehicles should not be allowed to drive on top of the subgrade after the rebar and chairs have been placed and observed by an on-site technician of GEE Consultants, Inc. Joints should be sawed at the proper time and recommended maximum spacing not exceeded.

As previously mentioned, it should be understood that lime/cement stabilization or flexible base material to a depth of only eight (8) inches (compacted six (6) inches) is beneficial but does not significantly address heaving or shrinkage capabilities of subgrade soils.

The cross-section of all existing or proposed driveway drainage culverts (borrow (bar) ditches) should be maintained such that they are in good condition and not partially or fully blocked. We recommend a concrete pilot channel be utilized at the bottom of the existing or proposed bar ditched. The pilot channel should consist of at least four (4) feet wide reinforced Portland cement concrete flat work, a minimum six (6) inches thick. The center (bottom) of the bar ditch and pilot channel should be located at least six (6) feet away from the back of the adjacent main lane pavement curb. The existing or proposed bar ditches should drain downward longitudinally as required to prevent ponding of water adjacent to the proposed pavement section. The bar ditch and pilot channel sides should slope downward at 4H:1V (min). The width of the bar ditch should be a minimum of twelve (12) feet. Bar ditches and/or pilot channels should be designed for a 100 year flood or as required by the project hydrologist.

The suitability, required strength, depth, reinforcement, joint performance or analysis of the existing concrete pavement parking and drive areas in any way for expansion purposes as well as increased traffic conditions due to the proposed improvements was neither requested nor performed. No opinion as to whether the existing concrete pavement is suitable for doweling into or is capable of supporting traffic load transfer across existing and new pavement joints is offered. Proper doweling methods, joint construction and sealing should be utilized, as required.

T. Retaining Wall Design Recommendations

The sandy clays and clays encountered at test boring locations were primarily of a stiff to hard consistency. The clayey sands to sands exhibiting a medium dense to very dense relative density. However fill and possible fill was encountered at several test boring locations.

As previously discussed groundwater or seepage was encountered at nine and one-half (9.5) feet and deeper at numerous test boring locations. No test boring were advanced adjacent to the existing creek.

Due to this relatively medium dense condition, presence of fill and possible fill and potential for looser or softer sandy soils below the water table, for consideration purposes, the proposed retaining wall may be founded on adequately designed pier foundation or deep-seated footings. If piers subjected to lateral loads will be considered for the support of the proposed retaining walls, detailed recommendations including LPile design

parameters and criteria for such can be provided on request. It should be understood footings without piers may be affected by seasonal movements due to shrinking and swelling of subgrade soils.

Alternatively, and at potentially greater risk for future retaining wall distress, the structural loads exerted by the proposed retaining wall may be supported by a continuous spread footing system. The spread footing should be founded two (2) four to (4) feet below existing grade in the sandy clays, clayey sands or sands with occasional gravel. This continuous spread footing system may be designed using an allowable bearing pressure of 2,750 pounds per square foot. Greater level of safety will be achieved if the retaining wall spread footing is supported by auger excavated, straight-sided, cast-in-place, reinforced concrete piers.

Horizontal loads acting on a shallow foundations are resisted by friction along the base of the foundation and by passive pressure against the face of the footing, that is perpendicular to the line of applied force. For lateral loads, the coefficient of friction against sliding between the bottom of the retaining wall concrete footing and the underlying primarily sandy soils of 0.3 should be utilized for design purposes. Passive pressure resistance as a result of vertical footing surfaces should be neglected for portions of the spread footing within two (2) feet of finish grade. Below a depth of two (2) feet a passive earth pressure resistance to sliding of 100 pounds per square foot may be utilized for design of the retaining wall footing toe and keyway vertical surfaces founded in sands.

The lateral earth pressures exerted on the walls of the retaining wall depends on the type of backfill soils, drainage, surcharge loads, quality of drainage provided behind the wall and permissible wall movements. Assuming that the active earth pressures will develop behind the retaining wall (the wall is allowed to move), the following coefficients of lateral earth pressures and equivalent fluid pressures may be used to determine the horizontal pressures exerted by the retained material on the vertical wall:

If free draining granular backfill (less than 5 percent passing a No. 100 U.S. sieve) is provided and pipe drain are utilized, a lateral at-rest earth pressure coefficient $K_o=0.36$ or an equivalent at-rest fluid pressure of 45.0 pounds per square foot per foot depth may be used. An active earth pressure coefficient $K_a=0.27$ or an equivalent active fluid pressure of 33.8 pounds per square foot per foot depth may be used for granular backfill behind walls.

If free draining granular backfill (less than 5 percent passing a No. 100 U.S. sieve) is provided and pipe drain are utilized, the ultimate passive earth pressure can be computed using a passive earth pressure coefficient $K_p=2.8$ or an equivalent passive fluid pressure of 350.0 pounds per square foot per foot depth for granular backfill at the shear key and wall stem. If footings are founded at a depth of two (2) feet or shallower we recommend the passive resistance be neglected.

A resistance against uplift pressure, wall sliding and over turning moments should be calculated using the weight of the foundation and soil above the foundation. For design

purposes we recommend, the uplift resistance for soil and concrete should be based on effective unit weights of 110 and 150 pounds per cubic foot, respectively. For the submerged condition, the uplift resistance for soil and concrete should be based on submerged unit weights of 55 and 87.6 pounds per cubic foot, respectively.

Hydro-static pressures, if present, should be included separately.

Adequate drainage must be provided by means of perforated drainage pipes in order to reduce the hydro-static pressure behind the wall due to heavy rainfalls, an increase in groundwater level and/or softening of embankment backfill. An adequate filter material, such as a geotextile, should be placed around the drainage pipes and along the contact surface between granular backfill and surrounding soils/rock to prevent the drainage system from being clogged. The drainage pipes should be connected to a positive sump pump or adequate gravity out fall to drain away from the foundations.

In all cases the toe side of continuous spread footings should be founded at least two (2) feet below finish grade. The heel side footings should be founded at least two and one-half (2.5) feet below the toe side finish grade. The total footing width should be at least sixty (60) percent of the cantilevered wall height and a minimum eighteen (18) inches wide.

The footing founding soils and any adjacent slope should be protected against scour conditions, erosion, etc. as required by the slope control specialist.

Depending on numerous conditions the toe side of the proposed wall may be susceptible to significant erosion and scour. We strongly recommend consideration be given to protecting the retaining wall toe side from scour conditions as a result of flooding and water accumulation.

The retaining wall should be provided with enough steel reinforcement to resist any anticipated below grade horizontal soil pressures. Concrete and reinforcing steel should be placed immediately after the excavation for the footing has been completed and observed by a representative of GEE Consultants, Inc. to assure compliance with design assumptions. We recommend reinforcing steel, water stop systems and dimensions be verified prior to concreting. We also recommend concrete compressive strength cylinders be cast to determine adequate strength.

Retaining wall footing subgrade should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D 698 (Standard Proctor Test) at a moisture content between the optimum moisture content and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent of the optimum moisture content for sandy soils).

The equivalent fluid pressure values provided above assume inclined backfill above the retaining walls are at a 4H:1V slope or flatter.

To the aforementioned equivalent fluid pressures, a surcharge load should be added in order to accommodate surface loads such as construction equipment, slab loads etc. It is further recommended that the uppermost one (1) to two (2) feet of the backfill adjacent to the stem wall area consist of impervious clay material to restrict the inflow of rainfall and surface run-off water. The backfill should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D 698.

Other than the top two (2) feet, care should be taken to ensure that the clayey fill material is not in contact with the retaining walls, unless designed for such.

The concrete stem wall strength should obtain at least seventy-five (75) percent of the 28-day required concrete design strength prior to beginning backfill operations. Care should be taken to avoid direct impact or near impact soil compaction to the new stem wall, causing damage to the wall structures.

If free draining backfill or select fill soils are not required behind the wall on-site excavated materials may be used as a backfill material. However, the backfill material shall not consist of any rocks greater than three (3) inches in diameter, and be free from trash, corrosive and any deleterious material, roots and organic matter. The maximum amount of stone permitted should be limited to fifty (50) percent of the final backfill volume. Nested rock without interstitial fines should be avoided. Any imported fill material necessary to achieve final grade should also meet the above requirements and have a maximum plasticity index of twenty five (25).

Retaining wall backfill soils should be placed in six (6) to eight (8) inch loose lifts. Fill should then be compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between the optimum moisture content and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent of the optimum moisture content for sandy soils).

On completion of horizontal backfill and filling operations the material should be trimmed to an approximate 4H:1V slope or as required by the accepted plans.

All excavation work must comply with the local, state and federal safety regulations and Occupational Safety and Health Administration (OSHA) excavation standards. It is the contractors responsibility to apply means, methods and construction techniques to maintain overall embankment, forebay structure and construction site safety. Materials should not be stored adjacent to retaining wall excavations, nor on or adjacent to the top of detention pond existing embankment.

In no event should an excavation be allowed to remain open for more than forty-eight (48) hours. If inclement weather (rain) is forecast prior to the forty-eight (48) hours of elapsed time, the excavation shall be temporarily backfilled so that no water ponds within the excavation. If any water percolates into the footing excavation it shall be removed immediately and groundwater removal methods implemented immediately. If loose or soft conditions are present we recommend adequate removal and replacement of such with a

minimum twelve (12) inch thick layer of Grade 1 or Grade 2 flexible base that is placed and compacted under controlled conditions. Prior to placing flexible base adequate amounts of cement should be added to the exposed loose or soft grade to allow for proper placement and compaction of subsequent replacement flexible base material. Flexible base should be placed at moisture contents within plus or minus three (3) percent of the optimum and each lift compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with Standard Proctor Test (ASTM D698). Concrete should not be placed if standing water exists within the footing excavation.

Groundwater and/or quagmire conditions should not be anticipated during the retaining wall footing construction shallower than eight (8) feet and related excavation (unless near the existing creek). However, if surface runoff and/or quagmire conditions are encountered, they should be properly handled under the supervision of the geotechnical and structural engineer. Persistent unsuitable material should be removed and replaced with a minimum six (6) inch thick layer of lean concrete (about 2,000 psi compressive strength at 28 days) or structural concrete.

U. Select Fill

“Select fill” as referred to in this report should consist of clayey sands free of organic materials and having a plasticity index (PI) between four (4) and fifteen (15), a liquid limit of forty (40) or less, and fifteen (15) to forty-nine (49) percent passing a No. 200 U.S. Sieve.

Placement and compaction of the “select fill” should be performed in accordance with the above mentioned *Site Preparation* section.

V. Foundation Surface Drainage and Vegetation Removal

Drainage should be maintained away from the foundations, retaining walls and pavement, during and after construction. We recommend a minimum five (5) percent slope away from the building be utilized for the first ten (10) feet unless concrete flat work (sloping a minimum of two (2) percent away) is utilized.

Trees and large shrubs can, by transpiration, remove water from the clays and cause shrinkage of these soils. Therefore, any shrubs or trees planted for landscaping should be located at least one and one-half (1.5) their anticipated mature height away from the building and sidewalks.

W. Roof Drains

Down spouts or collector systems for roof drains must have provisions for removing storm-water runoff away from the structure. Care must be maintained at all times to ensure that surface watering or storm-water runoff not be allowed to accumulate next to or below the proposed structure. Down spouts should not be allowed to outlet water into the below grade “select fill” material.

X. Below Grade Drainage Systems

We recommend any step-down, dock high walls, below grade walls, below grade truck receiving/shipping areas, pools, fountains, etc. be provided with under-drains or wall drains with gravity or other suitable de-watering device to remove accumulated water from the system.

Y. Effect of Trees

Sometimes the root system of trees such as willow, elm, or oak can physically move foundations and walls and cause considerable damage. Root barriers can be installed near the exterior grade beams to a minimum depth of thirty-six (36) inches, if trees are left in place in close proximity to foundations. It is recommended that trees not be planted closer than one and one-half (1.5) their anticipated mature height from foundations. Any trees in closer proximity should be thoroughly soaked at least twice a week during hot summer months, and once a week in periods of low rainfall. More frequent tree watering may be required.

Tree roots tend to desiccate the soils. In the event that trees have been removed prior to building construction, subsoil swelling can occur for several years. Studies have shown that for certain types of trees this process can last as much as twenty (20) years in the areas where highly expansive clays are present. In this case the foundation for the building should be designed for the anticipated maximum heave. The areas where expansive soils exist and where the trees are older than the building, or there are more recent additions to the building, it is not advisable to remove the trees because of the

danger of inducing damaging heave; unless the foundation is designed for the total computed expected heave.

VII. RECOMMENDATIONS FOR THE PLACEMENT OF CONTROLLED EARTHFILL

A. Preparation of Site

Preparation of the site for construction operations should include the removal and proper disposal of all obstructions which would hinder preparation of the site for construction. These obstructions shall also include all abandoned structures, foundations, utilities, water wells, septic tanks, and all other debris. Runoff water from the adjacent commercial site as well as pet cleaning should be diverted away from the proposed construction areas and final improvements. It should be understood that due to the presence of existing fill material there is greater potential for the presence of deleterious material.

It is the intent of these recommendations to provide for the removal and disposal of all obstructions not specifically provided for elsewhere by the plans and specifications.

B. Clearing Area to be Filled

All trees, stumps, brush, roots, vegetation, rubbish, larger brick and concrete fragments and any other undesirable matter should be properly removed and disposed of. This should include rocks, bricks or concrete fragments larger than six (6) inches. All vegetation should be removed to a depth of six (6) inches where the proposed fill

will be and the exposed surface should be scarified to an additional depth of at least six (6) inches.

It is the intent of these recommendations to provide a loose surface with no features which would tend to prevent uniform compaction by the equipment to be used.

Soft/loose soils, groundwater and/or quagmire conditions should be anticipated in the deeper excavations. Therefore appropriate dewatering procedures, design methods and construction techniques should be planned for the building foundation and proposed pavement construction areas.

C. Compacting Area to be Filled

After clearing the area to be filled, and scarifying down to a depth of eight (8) inches, the exposed surface should be disced or bladed until it is uniform and free from large clods. The subgrade should be brought to a moisture content between optimum and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent for sandy soils) and compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698.

Materials to be used for common fill should be approved by the geotechnical engineer. There should be no roots, vegetation or any other undesirable matter in the soil, and no rocks larger than six (6) inches in diameter.

D. Depth of Mixing for Fill Layers

The fill material should be placed in level, uniform layers, which, when compacted, should have a moisture content and density conforming to the stipulations called for herein. Each layer should be thoroughly mixed during the spreading to insure the uniformity of the layer. The fill thickness should not exceed eight (8) inch loose lifts.

E. Rock

There shall be no rock incorporated within the fill which exceed six (6) inches in its greatest dimension, and no large rocks will be permitted within twelve (12) inches of the finished subgrade.

F. Moisture Content

Prior to and in conjunction with the compacting operation, each layer of common fill should be brought to the proper moisture content as determined by ASTM D 698. A moisture content between optimum and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent for sandy soils) is recommended.

G. Amount of Compaction

After each layer of existing on-site or fill and/or select fill material has been properly placed, moisture-conditioned, mixed and spread, it should be thoroughly compacted to between ninety-five (95) and one-hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (standard Proctor test).

H. Field Density Tests

Field density tests should be performed by the geotechnical engineer or his representative. Density tests should be taken in the compacted material below the disturbed surface. After each layer of fill, compaction tests, as necessary, should be made. If the materials fail to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction.

I. Supervision

Supervision by the geotechnical engineer should be of such continuity during the grading operation, that the engineer can certify that all cut and filled areas were graded in accordance with the accepted specifications.

J. Slope Control

Any slope or retaining wall, existing or proposed, should incorporate stabilization methods to include erosion control, adequate footing bearing capacity and stability, proper drainage systems, embankment stabilization and other slope control measures as required by the slope control specialist. Adequate foundation set back from existing or proposed slopes should be provided as per the slope/retaining wall specialist. Water should not be allowed to pond behind or below the proposed retaining walls.

K. Surface Drainage and Vegetation

Drainage should be maintained away from the foundations during and after construction. Water should not be allowed to pond on the adjacent and surrounding grade.

APPENDIX

**SUMMARY OF SWELL TEST RESULTS
FOR
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

Boring Number	Depth (Feet)	Material Description	Applied Surcharge (psf)	Free Swell (%) (150 psf Surcharge)	Vertical Swell with Applied Surcharge (%)	Liquid Limit	Plasticity Index	Initial Moisture Content (%)	Final Moisture Content (%)
B-1	2-3	Brown, Reddish Brown and Light Gray Sandy Clay	250	2.4	1.5	37	19	15.0	19.1
B-3	7-8	Reddish Brown and Light Gray Sandy Clay	750	1.2	-0.1	42	21	16.9	24.7
B-5	7-8	Reddish Brown and Light Gray Sandy Clay	750	0.2	-0.2	31	17	17.0	19.7
B-6	5-6	Brown and Reddish Brown Sandy Clay	550	1.8	0.5	33	19	13.9	18.8
B-9	3-4	Reddish Brown, Brown and Light Gray Sandy Clay	350	2.5	1.0	36	24	14.2	18.1
B-10	1-2	Reddish Brown and Brown Sandy Clay to Clay	NA	6.0	NA	35	21	11.4	21.7
B-10	3-4	Brown, Reddish Brown and Light Gray Sandy Clay with coal fragments	350	4.1	2.2	29	17	13.4	18.0

NA: Not Applicable

**FIELD AND LABORATORY INVESTIGATIONS
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

I. FIELD INVESTIGATION

Soil conditions at the study areas were determined by fifteen (15) requested intermittent sampled borings which were drilled with one (1) truck mounted drilling rig on December 7 to 10 and December 13, 2021.

Soil sampling in cohesive soils was performed with thin wall shelly tubes at selected locations in general accordance with ASTM D 1587. The relatively undisturbed samples were removed from the sampler, logged and returned to the laboratory for further identification and classification.

Disturbed samples of the non-cohesive granular or stiff to hard cohesive materials were obtained utilizing a two (2) inch outside diameter split-spoon sampler in conjunction with the Standard Penetration Test (ASTM D1586). This test employs a 140 pound hammer that drops a free fall vertical distance of thirty (30) inches, driving the split-spoon into the material. The number of blows for 18 inches of penetration is recorded and the last twelve (12) inches, or the penetration from 100 blows, is reported as the Standard Penetration Value (N) at the appropriate depth on the "Logs of Boring."

To evaluate the strength of the rock, Modified THD Cone Penetrometer tests were performed at selected locations. The modified test consists of driving a three (3) inch diameter cone with a 140-pound hammer which is dropped a regulated two and one-half (2.5) feet. In relatively soft materials, the Penetrometer cone should be driven one (1.0) foot and the number of blows required for each six (6) inch increment noted on the log. In hard materials, including rock, the penetrometer cone is driven with resulting penetration in inches accurately recorded for the first and second fifty (50) blows. In either case, the penetrometer cone is driven into a formation six (6) inches or fifty (50) blows for each increment, depending upon which occurs first. The results of the Modified THD Cone Penetrometer test are recorded at the respective testing depths on the "Logs of Boring."

The locations of these borings are shown on the sheet entitled *Plan of Borings* of this report. Descriptions of the various strata encountered at each of the borings and the depths at which samples were obtained are presented on the individual *Logs of Boring*.

Logs of all borings have been included in the Appendix of this report. The logs show visual descriptions of all soil strata encountered using the *Unified Soil Classification System*. Sampling information, pertinent field data, and field observations are also included.

II. LABORATORY SOIL TESTS

Laboratory soil tests were performed on samples recovered from the borings to verify visual classification and determine the pertinent engineering properties of the soils encountered.

Atterberg limits, moisture content and percentage of material passing a No. 200 U.S. Sieve tests were performed on representative samples in order to classify them according to the *Unified Soil Classification System*.

Unconfined compressive strength along with unit dry weight tests were performed on selected undisturbed samples to determine the unconfined compressive strength of the different subsurface strata encountered.

Free and pressure swell tests were performed on selected undisturbed samples of the clay soils. These tests were performed as one (1) method for evaluating the swell potential of the clay soils at their in-situ moisture contents. Swell test samples were placed in a confining ring. Design loads including overburden were applied and free water made available. The samples were then allowed to swell. After swelling of the samples occurred, the loads were removed and final moisture content determined. Summary of the swell test results are included in the Appendix of this report.

With the exception of the soluble sulfate tests and swell tests, results of all other laboratory and field tests are tabulated on the *Logs of Boring* presented in the Appendix.

**GUIDELINES FOR CONCRETE PAVEMENT
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

I. CHARACTERISTICS OF PORTLAND CEMENT CONCRETE

- A. All pavement and fire lane concrete should have a minimum specified 28-day compressive strength of 3,600 psi (pounds per square inch) or a minimum specified 28-day flexural strength of 600 psi. Concrete should be manufactured and delivered in accordance with ASTM C 94 *Standard Specifications for Ready Mixed Concrete*.
- B. Pavement exposed to the elements (freezing and thawing cycles) and detrimental chemicals should utilize four (4) to six (6) percent entrained air in the concrete.
- C. The maximum coarse aggregate size should not be greater than one-fourth ($\frac{1}{4}$) the thickness of the pavement slab.
- D. Maximum slump should be four (4) inches \pm one (1) inch. Concrete slumps higher than five (5) inches greatly increase the potential for detrimental surface damage due to repetitive traffic.
- E. Periodic maintenance of the pavement including but not limited to sealing joints and cracks will be required.

- F. Soluble sulfate resistant concrete mix designs should be utilized for Portland cement concrete in direct contact with on site soils.

II. SUBGRADE PREPARATION

- A. Prior to beginning paving operations, all vegetation should be removed to a depth of at least six (6) inches. Proof-rolling should then be performed with a sufficiently heavy pneumatic roller (20 to 25 tons) to evidence any compressible or soft/loose areas. Any compressible soft-loose soils found in the exposed subgrade after stripping and proof-rolling should be removed and replaced with a suitable material under controlled conditions. Proof-rolling should be performed under the direction of an on-site representative of GEE Consultants, Inc.
- B. The exposed surface should then be scarified and re-compacted to between ninety-five (95) one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above the optimum moisture value for clayey soils.
- C. In the event that additional fill is necessary to bring the pavement areas to grade, it should be placed in six (6) to eight (8) inch loose lifts. Fill should then be compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined by ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above the optimum moisture content for clayey soils and within plus or minus three (3) percent of the optimum moisture value for sandy soils.

If flexible base will be utilized for support of the proposed pavement layer the flexible base should be compacted to minimum ninety-five (95) percent of maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between minus three (3) to plus three (3) percent of the optimum.

- D. Using coarse sand (sand cushion) and/or “select fill” as a leveling material for pavement subgrade is not recommended. Surface runoff water may be piped through the coarse material and adversely affect the underlying subgrade.
- E. An adequate number of in-place density/moisture tests should be performed on exposed subgrade and each lift of fill by a representative of GEE Consultants, Inc.
- F. The subgrade should be in a moist condition at the time asphalt or concrete is deposited thereon.

III. REINFORCING STEEL

Reinforcing steel and smooth dowels bars shall consist of Grade 60 domestic steel. In eight (8) inch thick pavement, reinforcement steel should consist of a minimum #4 bars at 18 inches on center each way. Chairs shall be utilized to maintain reinforcing steel at the proper height during concrete placement. No lifting of steel without chairs shall be allowed. Smooth dowel bars shall have a minimum diameter in inches of 0.125 times the slab thickness in inches.

IV. JOINTS

A. Contraction joints should be formed by one (1) of the following methods: sawed, hand-formed or formed by premolded filler. Joint depth should be equal to one-fourth ($\frac{1}{4}$) of the slab thickness. No reinforcing steel shall be utilized across deep saw-cut contraction joints.

Transverse contraction joints shall be placed at a maximum spacing (in feet) of five (5) times the pavement slab thickness in inches. The ratio of transverse contraction joint spacing to pavement width shall not exceed 1.25. Transverse contraction joints require smooth dowels centered on the joint and held in place using prefabricated chairs for proper load transfer.

Hand-formed joints should have a maximum edge radius of one-fourth ($\frac{1}{4}$) inch.

Sawing of joints should begin as soon as the concrete has hardened sufficiently to permit sawing without excessive ravelling. In hot, windy or dry weather sawing of joints shall be completed as soon as possible. All joints should be completed before uncontrolled shrinkage cracking occurs. Joints should be continuous across the slab unless interrupted by full-depth premolded joint filler, and should extend completely through the curb.

All joint openings should be cleaned and sealed before opening pavement areas to traffic.

- B. Expansion joints or isolation joints should be used at all intersections and to isolate fixed objects abutting or within the paved area. Otherwise the maximum spacing of expansion joints shall be 400 feet. They should contain premolded joint filler and topped with expansion joint material for the full depth of the slab. Expansion joints should also extend completely through all adjacent curb and gutter sections and should be sealed prior to opening to traffic. Expansion joints should have a minimum width of 0.75 inches and no reinforcing steel shall extend across them. Minimum 20 inch long smooth dowels and slip caps shall be utilized for load transfer.
- C. Dummy saw joints may consist of both transverse and longitudinal joints. Dummy saw joints should be cut across reinforcing steel after concrete has been placed and sufficiently hardened as previously described (unless joint utilizes dowels). They shall be cut half-way between transverse contraction joints. Longitudinal dummy saw joints shall be placed along the center line of all pavements with a width in feet less than or equal to 5 times the pavement slab thickness in inches and which do not have a longitudinal construction joint along the center line. Reinforcing steel shall be continuous across dummy saw joints.
- D. Construction joints (transverse or longitudinal) shall consist of a formed joint that extends completely through the pavement thickness at all termination points of concrete placement. Construction joints shall utilize smooth dowels but no reinforcing steel across the joint. Transverse construction joints shall be held to a minimum.
- E. Utilization of an integral curb is recommended.

V. **DRAINAGE**

- A. Drainage should be maintained away from the pavement section and underlying subgrade soils both during and after construction.

**LIME STABILIZATION RECOMMENDATIONS
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

I. APPLICATIONS

The hydrated lime should be applied only in the area where the first mixing operations can be completed during the same working day. The hydrated lime can be placed by either the dry method or the slurry method. However, the dry method of placing hydrated lime has been prohibited by some municipalities since the lime is dispersed very easily by the wind. Consequently, the lime should not be applied when wind conditions are such that dispersed lime becomes objectionable to traffic or adjacent property owners. A motor grader should not be used to spread the lime. The material should be sprinkled until the proper moisture content has been obtained.

If the situation presents itself such that the hydrated lime cannot be placed by the dry method, then the slurry method should be used. The hydrated lime should be mixed with water in trucks or in tanks and applied as a thin water suspension or slurry. The distributor truck or tank should be equipped with an agitator which will keep the lime and water in a uniform mixture. By calculating the number of square yards in each area and by knowing the amount (pounds) per truck load, the rate of application can be checked very closely.

II. MIXING

The soil and hydrated lime should be thoroughly mixed by a rotary mixer or other device to obtain a homogeneous, friable mixture of material and lime, free from all clods or lumps and left to cure from one (1) to four (4) days. Materials containing plastic clays or other material which will not readily mix with lime shall be mixed as thoroughly as possible at the time of the lime application and brought to the proper moisture content. From our experience, we have found that a curing period of 48 hours to 72 hours is adequate. During the curing period, the material should be kept moist.

III. FINAL MIXING

After the required curing time, the material should be uniformly mixed with a rotary mixer capable of reducing the size of the particles so that when all non-slaking aggregates (asphalt particles) retained on the No. 4 U.S. Sieve are removed, the remainder of the material should meet the following requirements when tested dry utilizing laboratory sieves at roadway moisture content:

Gradation Requirements for Top Six (6) Inches of Subgrade Soils
Mixed with Lime Slurry
(Texas DOT Soils and Aggregates Test Procedures Tex-101-E, Part III)

Minimum Passing 1-3/4" Sieve	100 %
Minimum Passing No. 4 Sieve	60 %

During the interval of time between application and mixing, the hydrated lime should not be exposed to the open air for a period of over six (6) hours.

IV. COMPACTION

Compaction of the mixture should begin immediately after final mixing, and in no case later than three (3) calendar days after final mixing. The material should be aerated or sprinkled as necessary to provide the optimum moisture content. Compaction should begin at the bottom and continue until the entire depth of the mixture is uniformly compacted. Compaction shall be performed in six (6) to eight (8) inch loose lifts. All irregularities, depressions, or weak spots which develop must be corrected immediately by scarifying the areas affected, adding or removing material, and reshaping and re-compacting by sprinkling and rolling. The surface should be maintained in a smooth condition - free from undulations and ruts.

The lime stabilized subgrade should be compacted to a minimum of ninety-five (95) percent of the maximum dry density as defined by ASTM D698, at a moisture content between optimum and four (4) percent above the optimum moisture value. After the required compaction is reached, the subgrade should be brought to the required lines and grades; and finished by rolling with a pneumatic tire or other suitable roller sufficiently light to prevent hairline cracking.

The compacted section should be moist-cured for a minimum of three (3) days. During the moist-cured period the pavement subgrade soils should be monitored for lime induced heave. If lime-induced heave is noted, GEE Consultants, Inc. should be notified to review the effects on the performance of the designed pavement. To prevent objectionable damage from traffic,

the completed subgrade section should not be opened to traffic for two (2) days after completion of curing.

The lime stabilized subgrade soils shall be maintained at a moisture level content between optimum and four (4) percent above the optimum moisture value until concrete paving materials are placed. In-place density/moisture testing of lime stabilized subgrade soils should be taken within 72 hours of concrete placement to verify proper conditions.

In the event that significant time delays occur after proper lime stabilization is completed and if pavement subgrade soil conditions are not maintained, a re-evaluation of the subgrade soil conditions may be required. Depending on the amount of elapsed time and weather conditions, this may include necessity for additional soil test boring, required re-moisture conditioning to adequate depths, re-stabilization with lime slurry and subgrade compaction.

**CEMENT STABILIZATION RECOMMENDATIONS
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

I. APPLICATIONS

The cement should be applied only in the area where the first mixing operations can be completed during the same working day. The cement can be placed by either the dry method or the slurry method. However, the dry method of placing cement has been prohibited by some municipalities since the cement is dispersed very easily by the wind. Consequently, the cement should not be applied when wind conditions are such that dispersed cement becomes objectionable to traffic or adjacent property owners. A motor grader should not be used to spread the cement. The material should be sprinkled until the proper moisture content has been obtained.

If the situation presents itself such that the Portland cement cannot be placed by the dry method, then the slurry method should be used. The cement should be mixed with water in trucks or in tanks and applied as a thin water suspension or slurry. The distributor truck or tank should be equipped with an agitator which will keep the cement and water in a uniform mixture. By calculating the number of square yards in each area and by knowing the amount (pounds) per truck load, the rate of application can be checked very closely.

II. MIXING

The soil and cement should be thoroughly mixed by a rotary mixer or other device to obtain a homogeneous, friable mixture of material and cement, free from all clods or lumps and left to cure from one (1) to four (4) days. Materials containing plastic clays or other material which will not readily mix with cement shall be mixed as thoroughly as possible at the time of the cement application and brought to the proper moisture content. From our experience, we have found that a curing period of 48 hours to 72 hours is adequate. During the curing period, the material should be kept moist.

III. FINAL MIXING

After the required curing time, the material should be uniformly mixed with a rotary mixer capable of reducing the size of the particles so that when all non-slaking aggregates (asphalt particles) retained on the No. 4 U.S. Sieve are removed, the remainder of the material should meet the following requirements when tested dry utilizing laboratory sieves at roadway moisture content:

Gradation Requirements for Top Six (6) Inches of Subgrade Soils
Mixed with Cement Slurry
(Texas DOT Soils and Aggregates Test Procedures Tex-101-E, Part III)

Minimum Passing 1-3/4" Sieve	100 %
Minimum Passing 3/4" Sieve	85 %
Minimum Passing No. 4 Sieve	60 %

IV. COMPACTION

Compaction of the mixture should begin immediately after final mixing, and in no case later than three (3) calendar days after final mixing. The material should be aerated or sprinkled as necessary to provide the optimum moisture content. Compaction should begin at the bottom and continue until the entire depth of the mixture is uniformly compacted. Compaction shall be performed in six (6) to eight (8) inch loose lifts. All irregularities, depressions, or weak spots which develop must be corrected immediately by scarifying the areas affected, adding or removing material, and reshaping and re-compacting by sprinkling and rolling. The surface should be maintained in a smooth condition - free from undulations and ruts.

The cement stabilized subgrade should be compacted to a minimum of ninety-five (95) percent of the maximum dry density as defined by ASTM D698, at a moisture content between optimum and four (4) percent above the optimum moisture value. After the required compaction is reached, the subgrade should be brought to the required lines and grades; and finished by rolling with a pneumatic tire or other suitable roller sufficiently light to prevent hairline cracking.

The compacted section should be moist-cured for a minimum of three (3) days. During the moist-cured period the pavement subgrade soils should be monitored for cement induced heave. If cement-induced heave is noted, GEE Consultants, Inc. should be notified to review the effects on the performance of the designed pavement. To prevent objectionable damage

from traffic, the completed subgrade section should not be opened to traffic for two (2) days after completion of curing.

The cement stabilized subgrade soils shall be maintained at a moisture level content between optimum and four (4) percent above the optimum moisture value until concrete paving materials are placed. In-place density/moisture testing of cement stabilized subgrade soils should be taken within 72 hours of concrete placement to verify proper conditions.

In the event that significant time delays occur after proper cement stabilization is completed and if pavement subgrade soil conditions are not maintained, a re-evaluation of the subgrade soil conditions may be required. Depending on the amount of elapsed time and weather conditions, this may include necessity for additional soil test boring, required re-moisture conditioning to adequate depths, re-stabilization with cement slurry and subgrade compaction.

**QUALITY CONTROL / QUALITY ASSURANCE
PROPOSED COMMONS AT AGORA,
TRANSIT-ORIENTED DEVELOPMENT (TOD)
STREETS AND UTILITY IMPROVEMENTS
CITY OF CORINTH, TEXAS
REPORT NO. J-121-0166**

I. QUALITY CONTROL

Adequate construction materials testing includes but shall not be limited to the following:

1. Portland cement and asphaltic concrete mix designs, as required. Historical data with statistical analysis per ACI is an acceptable method for Portland cement concrete submittal review.
2. Gradation, durability and soundness tests on any proposed flex base or gravel materials should be submitted for review prior to delivery to the project site.
3. Subgrade, flex base, embedment and imported fill material shall have the following minimum testing performed.
 - a. Liquid and plastic limits (Atterberg Limits).
 - b. Percent passing a No. 200 U.S. sieve.
 - c. Moisture-density relationship (ASTM D698) standard Proctor test for clayey soils and Maximum Index Density (ASTM D4253) test on sandy soils not suitable for Proctor testing.
 - d. Gradation testing
 - e. Provide bulk samples for QA testing by the project city authority, if requested.

4. Field moisture and density tests shall be performed as follows:
 - a. Each lift of subgrade and fill material, including flex base, at a minimum frequency of one (1) test per 5, 000 square feet at randomly selected locations.
 - b. Utility trench bedding, embedment and backfill at a minimum frequency of one (1) test per 150 linear feet of trench length, per lift.
 - c. Over-excavated, moisture conditioned and recompacted subgrade shall be tested as per recommendations included in other sections of this report.
 - d. Pavement section subgrade soils just prior to placement of flexible base material.
 - e. Pavement section flexible base just prior to asphaltic concrete or Portland cement concrete placement.

5. Portland cement concrete paving testing shall be performed at the following minimum frequencies:
 - a. Observation of reinforcing steel, joint details, dowel bars and chair support prior to each concrete placement.
 - b. Concrete shall be tested for compressive strength, slump, air content, and temperature for each 100 cubic yards or fraction thereof. Four (4) concrete cylinder test specimens shall be cast for each compressive strength determination. Two (2) cylinders shall be tested at 7 days and two (2) at 28 days.
 - c. Concrete thickness cores shall be performed at a minimum frequency of one test per 300 lineal feet per lane or one test per 10,000 square feet of pavement.

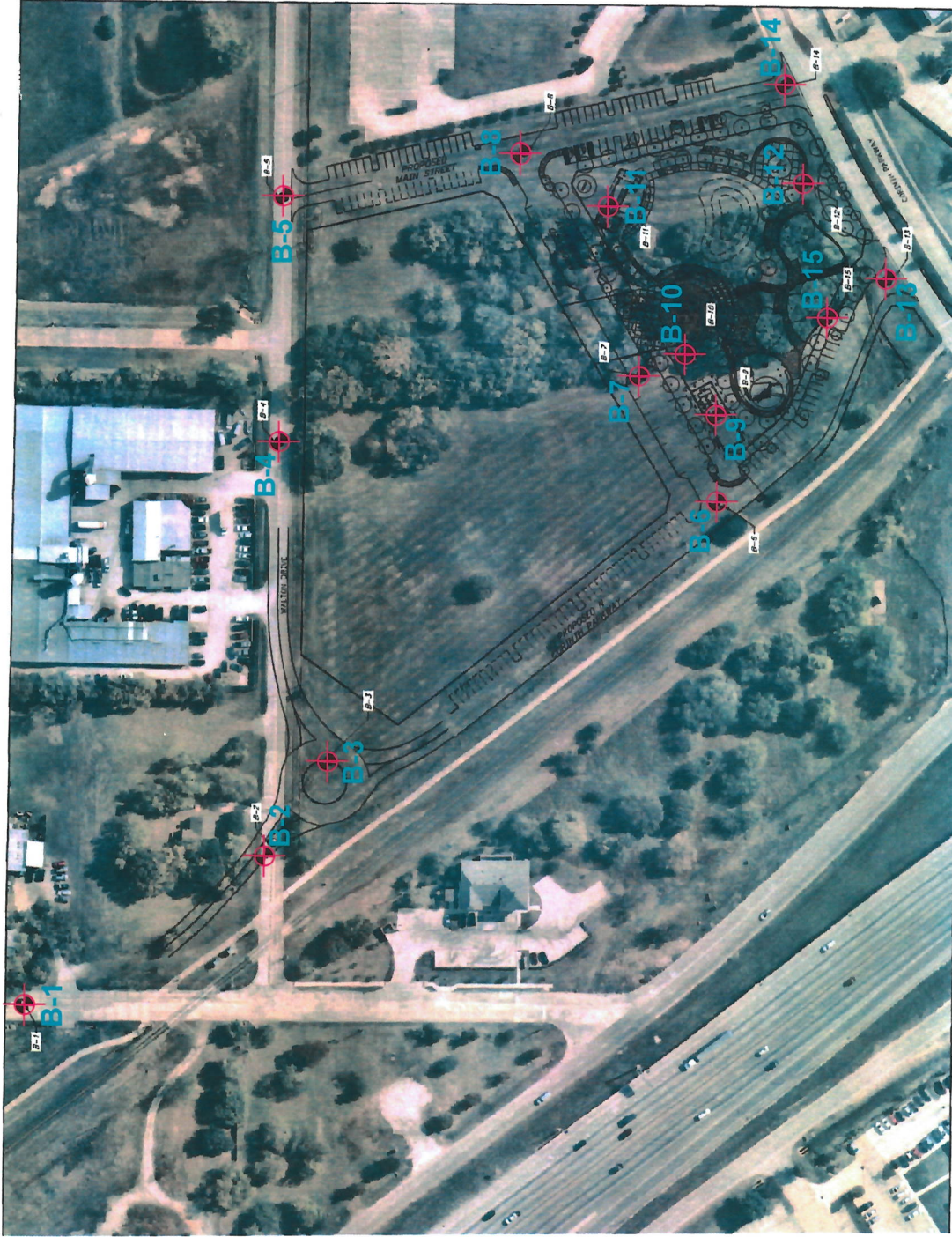
6. Asphaltic concrete paving materials shall be tested at the following minimum frequencies:

- a. Flex base depth tests shall be performed at a minimum frequency of one (1) test per 5,000 square feet.
- b. Observations of geotextile for damage and necessary repair shall be performed, as required. Overlapping of geotextile, when necessary, shall be observed for conformance with minimum lap requirements.
- c. Geogrid reinforcement shall be checked for proper anchoring, minimum lap, damage and repair as required.
- d. Field observations and testing shall be performed to establish an asphaltic concrete rolling pattern.
- e. Perform field density tests at a minimum frequency of one (1) test per one hundred and fifty (150) foot station, per lane, for both base and surface courses.
- f. Cores shall be obtained to determine in place density and thickness at maximum intervals of 300 lineal feet per lane for both base and surface courses.
- g. Extraction and gradation, stability and maximum theoretical specific gravity tests shall be performed during lay down operations at a minimum frequency of one (1) test per 1,000 tons, with a minimum of one (1) of each test per day.
- h. In the event of a conflict between quality control and the city's quality assurance, the city's quality assurance/testing shall take precedence.

II. EARTHWORK

Classification and density tests shall be performed on all on-site material to be used for earth fill and on all material from cuts. Density tests shall be performed on all compacted earth fill and utility trench bedding, embedment and backfill.

Geotechnical Investigation For Commons at Agora, TOD Street and Utility Improvements City of Corinth, Texas



Section H, Item 12.

Plan of Borings

<p>G • Geotechnical Engineering E • Environmental Consulting E • Construction Materials Testing</p>	<p>GEE Consultants, Inc. GEE Consultants Engineering Environmental Consulting Construction Materials Testing</p>	<p>Job Name: Commons At Agora, TOD Street and Utility Client Name: Jones/Carter Engineering Project No. J-121-0166 Date: January 25, 2022</p>	<p>Scale: Not to Scale File No. J-121-0166 Page No. 1 of 1</p>
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All dimensions, locations and/or orientation shown are approximate only.

Legend

- 01 - Gateway plazas
- 02 - Large event lawn
- 03 - Interactive fountain / splash pad
- 04 - Pavilion
- 05 - Restrooms
- 06 - Multi-purpose Space
- 07 - Children's play area
- 08 - Boardwalk pathway
- 09 - Small event lawn
- 10 - Outdoor seating
- 11 - Terraced seating
- 12 - Pedestrian connection
- 13 - Community art

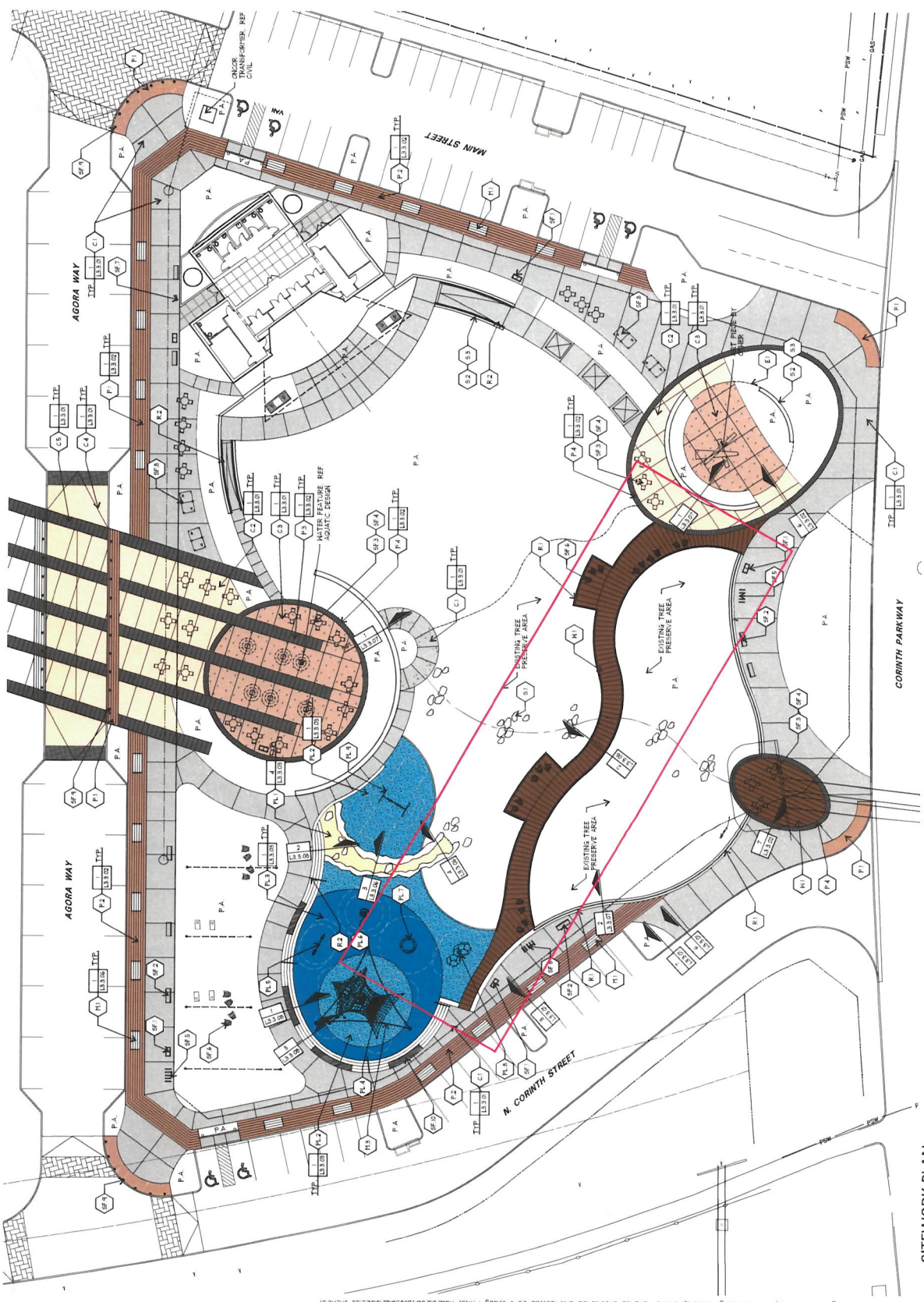


Corinth, Texas
04/15/2021

18

master plan - overall site plan

Commons at Agora



1 SITEWORK PLAN
 PLAN

P:\21155 - The Commons at Agora\03 development\03 design development\04 CAD\02 sheets\L3 Site\2021155-L3-1-01.dwg | ANSI MUB 9048\1003\2021\09\22\00 Inch\5

LOG OF BORING Number **B-2** Location **SEE PLAN OF BORINGS** Page 1 of 1
J-121-0166

Project
Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx

Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
				STRATUM DESCRIPTION							
				6.1" ASPHALTIC CONCRETE							
			4.5+	0.5 BROWN SANDY CLAY with gravel (possible lime treated)	4		26	14	12	52	
				1.0 BROWN SANDY CLAY (fill)	12					39	
			4.5+	2.0 BROWN CLAYEY SAND (fill)	12		27	19	8		
5				3.0 REDDISH BROWN AND LIGHT GRAY CLAYEY SAND TO SANDY CLAY with iron ore and occasional gravel							
			4.5+								
			2.5	8.0 BROWN, LIGHT BROWN AND LIGHT GRAY CLAYEY SAND TO SANDY CLAY	10		22	17	5		
10			2.5								
			2.5								
15					13						

15.0 END OF BORING

B-2 J-121-0166, January 25, 2022

Completion Depth 15'	Date 12/7/2021	Water Observations Water Not Encountered	GEE Consultants, Inc.
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LOG OF BORING		Number B-3	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation							
				N/A							
1.5				BROWN CLAYEY SAND with roots	15		30	21	9	49	
2.0					12						
4.5					12		30	18	12	39	
2.5					13						
5											
4.5+				5.0 REDDISH BROWN AND LIGHT GRAY SANDY CLAY	17	113	42	21	21		
10				9.0 REDDISH BROWN CLAYEY SAND TO SAND with light gray sand seams and layers and occasional gravel	17		29	17	12	35	
15				13.5 REDDISH BROWN SAND	17						
				15.0 END OF BORING							

B-3 J-121-0166, January 25, 2022

Completion Depth 15'	Date 12/7/2021	Water Observations Water Was Encountered at the Depth of 14 Feet During Drilling and After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING		Number B-4	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				STRATUM DESCRIPTION							
N/A											
				6.2" ASPHALTIC CONCRETE							
				0.5 BROWN SANDY CLAY with gravel (possible lime treated)							
				1.0 REDDISH BROWN CLAYEY SAND with occasional gravel (fill)							
			4.0	3.0 BROWN CLAYEY SAND TO SANDY CLAY							
5											
			2.5								
			4.5+	9.0 BROWN SANDY CLAY with light brown sand seams and layers							
10											
			4.5+	12.0 REDDISH BROWN AND LIGHT GRAY SANDY CLAY with iron ore							
15				15.0 END OF BORING							

B-4 J-121-0166, January 25, 2022

Completion Depth 15'	Date 12/7/2021	Water Observations Water Not Encountered	GEE Consultants, Inc.
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LOG OF BORING			Number B-5	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166						
Project Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx											
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				N/A							
STRATUM DESCRIPTION											
				6.0" ASPHALTIC CONCRETE							
				0.5 BROWN SANDY CLAY with gravel (possible lime treated)	2		20	12	8		
			4.0	1.0 BROWN SAND with occasional gravel	10						
			4.5+	2.0 BROWN, REDDISH BROWN AND LIGHT GRAY SANDY CLAY	19		30	14	16	69	
5					16						
			4.5+	7.0 REDDISH BROWN AND LIGHT GRAY SANDY CLAY			31	14	17		
10			4.5+	9.0 REDDISH BROWN AND LIGHT GRAY CLAYEY SAND						44	
			4.0	14.0 REDDISH BROWN AND LIGHT GRAY SAND	16						
15				15.0 END OF BORING							

B-5 J-121-0166, January 25, 2022

Completion Depth 15'	Date 12/7/2021	Water Observations Water Not Encountered	GEE Consultants, Inc.
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LOG OF BORING		Number B-6	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx											
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				N/A							
STRATUM DESCRIPTION											
			2.25	BROWN AND REDDISH BROWN SAND with roots							
			3.0	13 33							
			4.5+	2.0 BROWN AND REDDISH BROWN SANDY CLAY							
			4.5+	15							
			4.5+	67							
5			4.5+	14 33 14 19							
			4.5+	14							
			4.25	8.0 REDDISH BROWN SANDY CLAY with fine gravel							
10			4.0	16 38 16 22							
			4.25	16							
15				15.0 RED SAND (cemented)							
			50/3.0'								
20			50/2.0'								
25				25.0 END OF BORING							
Completion Depth		Date		Water Observations							
25'		12/8/2021		Water Was Encountered at the Depth of 16 Feet During Drilling and At 10 Feet After the Completion of Drilling							
GEE Consultants, Inc.											

B-6 J-121-0166, January 25, 2022

LOG OF BORING		Number B-7	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				N/A							
STRATUM DESCRIPTION											
			2.0	BROWN CLAYEY SAND TO SAND	12					41	
			4.5+	BROWN SANDY CLAY	16		38	15	23	77	
			4.5+		17						
			4.5+	REDDISH BROWN AND BROWN CLAY TO SANDY CLAY	14		49	17	32	81	
5											
			4.5+		13						
			4.5+	becomes sandy clay	13		30	13	17		
10											
			11.0	BROWN, REDDISH BROWN AND LIGHT GRAY CLAYEY SAND							
			4.5+		15						
15											
			3.5	19.0 RED SAND with light gray clay layers							
20											
				becomes sand							
			50/3.0'								
25				25.0 END OF BORING							

B-7 J-121-0166, January 25, 2022

Completion Depth 25'	Date 12/8/2021	Water Observations Water Was Encountered at the Depth of 19.5 Feet During Drilling and At 20 Feet After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING		Number B-8	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
			4.5+	LIGHT BROWN AND BROWN SANDY CLAY with gravel (fill)	12		28	14	14	66	
			4.5+								
			4.5+	2.0 REDDISH BROWN SANDY CLAY	11						
			4.5+								
			4.5+	with occasional coal fragments	11		30	15	15		
			4.5+								
5			3.0	6.0 LIGHT BROWN SAND							
			3.25		9					41	
			2.5	8.0 REDDISH BROWN CLAYEY SAND TO SAND							
			2.25		6						
10											
				12.0 RED SAND							
			0.5								
15				15.0 END OF BORING							
Completion Depth 15' Date 12/8/2021 Water Observations Water Not Encountered GEE Consultants, Inc.											

B-8 J-121-0166, January 25, 2022

LOG OF BORING		Number B-9	Location SEE PLAN OF BORINGS	Page 1 of 2 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				N/A							
STRATUM DESCRIPTION											
4.5+			4.5+	REDDISH BROWN SANDY CLAY	12		36	14	22	64	
4.5					12	113					5670
4.5			2.0	REDDISH BROWN, BROWN AND LIGHT GRAY SANDY CLAY	13						
4.5+			4.5+		14		36	12	24	63	
5			5.0	LIGHT GRAY AND LIGHT BROWN SANDY CLAY with coal fragments							
4.5+			4.5+		14		31	12	19		
10			4.5+	with brown sand seams and layers	14	120					3680
			11.0	RED SAND							
15			50/3.0'								
20			50/4.0'								
25			100/0.5"	23.5 GRAY SHALE							

B-9 J-121-0166, January 25, 2022

Completion Depth 34'	Date 12/10/2021	Water Observations Water Was Encountered at the Depth of 12 Feet During Drilling and At 9.5 Feet After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING			Number B-9	Location SEE PLAN OF BORINGS	Page 2 of 2 J-121-0166						
Project Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx											
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
				GRAY SHALE							
30			100/1.0"								
			100/0.0"								
				34.0 END OF BORING							
Completion Depth 34'		Date 12/10/2021		Water Observations Water Was Encountered at the Depth of 12 Feet During Drilling and At 9.9 Feet After the Completion of Drilling		GFE Consultants, Inc.					

B-9 J-121-0166, January 25, 2022

LOG OF BORING		Number B-10	Location SEE PLAN OF BORINGS	Page 1 of 2 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				N/A							
STRATUM DESCRIPTION											
			4.5+	BROWN CLAYEY SAND TO SAND	6					43	
			4.5+	REDDISH BROWN AND BROWN SANDY CLAY	11		35	14	21	65	
			4.5+		11						
			3.5	BROWN, REDDISH BROWN AND LIGHT GRAY SANDY CLAY with coal fragments	13		29	12	17	62	
5			1.5								
			4.5+	8.0 LIGHT GRAY AND LIGHT BROWN SANDY CLAY	16		29	12	17		
10											
			12.0	REDDISH BROWN, BROWN AND GRAY CLAYEY SAND with gravel							
			1.75		16	119					1150
15											
			4.5+								
20											
			22.0	REDDISH BROWN SAND							
25			2.0								

B-10 J-121-0166, January 25, 2022

Completion Depth 36'	Date 12/13/2021	Water Observations Water Was Encountered at the Depth of 17 Feet During Drilling and At 12 Feet After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING			Number B-10	Location SEE PLAN OF BORINGS	Page 2 of 2 J-121-0166						
Project Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx											
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
				REDDISH BROWN SAND							
				26.0 GRAY SHALE							
30			100/1.0"								
35			100/0.0"								
			100/0.0"								
				36.0 END OF BORING							
Completion Depth 36"				Date 12/13/2021	Water Observations Water Was Encountered at the Depth of 17 Feet During Drilling and At 12 Feet After the Completion of Drilling						

B-10 J-121-0166, January 25, 2022

GEE Consultants, Inc.

LOG OF BORING		Number B-11	Location SEE PLAN OF BORINGS	Page 1 of 2 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation	N/A						
1.0				REDDISH BROWN AND BROWN SAND TO CLAYEY SAND	8						
4.5+					10		23	13	10	37	
4.5+				2.0 REDDISH BROWN SANDY CLAY with light gray clay layers	12	106	31	16	15		8350
4.5+					12						
5.0				5.0 RED SAND							
0.5					6					40	
0.5					7						
51											
84/10.0"				cemented sand							
90/8.0"											

B-11, J-121-0166, January 25, 2022

Completion Depth
37'

Date
12/9/2021

Water Observations
Water Was Encountered at the Depth of 12 Feet During Drilling and At 14 Feet After the Completion of Drilling

GEE Consultants, Inc.

LOG OF BORING		Number B-11	Location SEE PLAN OF BORINGS	Page 2 of 2 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
				RED SAND							
				27.0 GRAY SHALE							
30			100/1.5"								
35			100/0.0"								
			100/0.0"								
				37.0 END OF BORING							

B-11 J-121-0166, January 25, 2022

Completion Depth 37'	Date 12/9/2021	Water Observations Water Was Encountered at the Depth of 12 Feet During Drilling and At 14 Feet After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING		Number B-12	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
4.0			4.0	BROWN CLAYEY SAND TO SAND	12		21	11	10	44	
4.0			4.0								
4.0			4.0		10		22	12	10		
4.0			4.0								
5			4.0	4.0 REDDISH BROWN CLAYEY SAND TO SAND	13					45	
5			4.0								
			4.5+	6.0 REDDISH BROWN SANDY CLAY	10		30	14	16		
			4.5+								
			4.5+		11						
			4.5+								
10											
				11.0 RED SAND							
15			1.0	moist							
				15.0 END OF BORING							

B-12 J-121-0166, January 25, 2022

Completion Depth 15'	Date 12/8/2021	Water Observations Water Not Encountered	GEE Consultants, Inc.
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LOG OF BORING		Number B-13	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation				STRATUM DESCRIPTION							
N/A											
4.5+				BROWN AND REDDISH BROWN CLAYEY SAND TO SAND	9		23	15	8	46	
3.0					7						
3.0					6						
3.0					13						
5											
3.0					10					45	
10			3.0	9.0 BROWN AND REDDISH BROWN SANDY CLAY	10		27	12	15	54	
15			2.5	14.0 REDDISH BROWN, TAN AND LIGHT GRAY SAND							
20			2.0	becomes tan sand							
25			21								

B-13 J-121-0166, January 25, 2022

Completion Depth 25'	Date 12/9/2021	Water Observations Water Was Encountered at the Depth of 12 Feet During Drilling and At 20 Feet After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING		Number B-14	Location SEE PLAN OF BORINGS	Page 1 of 1 J-121-0166							
Project Commons at Agora, TOD Street and Utility Improvements,							Corinth, Tx				
Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
Surface Elevation											
N/A											
STRATUM DESCRIPTION											
4.5+			4.5+	BROWN CLAYEY SAND TO SAND							
4.5+					10						
2.0			2.0								
2.0					7						
2.5			2.5								
3.0					9						
5			3.0								
3.0			3.0	6.0 REDDISH BROWN AND BROWN CLAYEY SAND							
4.0			4.0		12		24	12	12	47	
4.0			4.0	8.0 BROWN SAND							
3.25			3.25		11					46	
10			11.0	RED SAND							
15			1.0								
15.0 END OF BORING											
Completion Depth 15'		Date 12/8/2021		Water Observations Water Not Encountered				GEE Consultants, Inc.			

B-14 J-121-0166, January 25, 2022

LOG OF BORING Number **B-15** Location **SEE PLAN OF BORINGS** Page 1 of 2
J-121-0166

Project
Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx

Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation							
				N/A							
				STRATUM DESCRIPTION							
4.5+				BROWN SANDY CLAY	8		21	11	10		
4.5+					13		28	12	16	67	
4.0					9						
1.5			3.0	DARK BROWN SANDY CLAY	15		32	11	21	56	
1.0				with light gray sand layers	15					59	
8.0				BROWN AND LIGHT GRAY SAND							
0.5											
12.0				RED SAND							
50/3.0'				cemented sand							
50/2.0'											
35											

B-15 J-121-0166, January 25, 2022

Completion Depth 37'	Date 12/10/2021	Water Observations Water Was Encountered at the Depth of 9.5 Feet During Drilling and At 10 Feet After the Completion of Drilling	GEE Consultants, Inc.
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LOG OF BORING Number **B-15** Location **SEE PLAN OF BORINGS** Page 2 of 2
 J-121-0166

Project
Commons at Agora, TOD Street and Utility Improvements, Corinth, Tx

Depth (feet)	Samples	Symbol	Penetrometer Blows/Foot or Tons/Sq. Ft.	Type	Moisture Content %	Unit Dry Weight Lbs/Cu. Ft.	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200 Sieve	Unconfined Compression Lbs/Sq. Ft.
				INTERMITTENT SAMPLING							
				Surface Elevation N/A							
				STRATUM DESCRIPTION							
				RED SAND							
			52	27.0 GRAY WEATHERED SHALE							
30				31.0 GRAY SHALE							
			100/3.0"								
35			100/0.0"								
				37.0 END OF BORING							

B-15 J-121-0166, January 25, 2022

Completion Depth 37'	Date 12/10/2021	Water Observations Water Was Encountered at the Depth of 9.5 Feet During Drilling and At 10 Feet After the Completion of Drilling	GEE Consultants, Inc.
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SYMBOLS AND TERMS USED ON BORING LOGS

SOIL OR ROCK TYPES

	Gravel		Fill		Sandstone					
	Sand		Sandy		Shale					
	Silt		Silty		Limestone					
	Clay		Clayey		Asphalt	Shelby Tube	Rock Core	Split Spoon	Auger	No Recovery

CONSISTENCY OF COHESIVE SOILS DESCRIPTIVE TERM	UNCONFINED COMPRESSIVE STRENGTH (TON/SQ. FOOT)
Very Soft	Less than 0.25
Soft	0.25 to 0.50
Firm	0.50 to 1.00
Stiff	1.00 to 2.00
Very Stiff	2.00 to 4.00
Hard	More than 4.00

RELATIVE DENSITY OF COHESIONLESS SOILS		
Standard Penetration Resistance (Blows/Foot)	Descriptive Term	Relative Density
0 to 10	Loose	0 to 40%
10 to 30	Medium Dense	40 to 70 %
30 to 50	Dense	70 to 90%
Over 50	Very Dense	90 to 100%

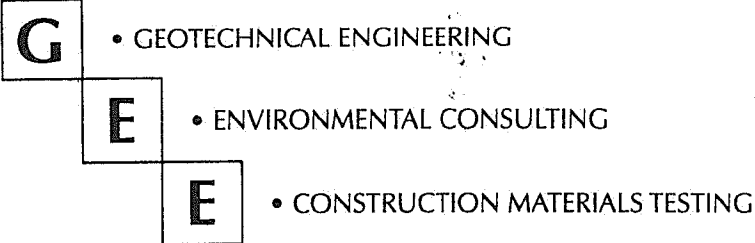
SOIL STRUCTURE

Calcareous	Containing deposits of calcium carbonate: generally nodular
Slickensided	Having inclined planes of weakness that are slick and glossy in appearance
Laminated	Composed of thin layers of varying color and texture
Fissured	Containing shrinkage cracks frequently filled with fine sand or silt: usually more or less vertical
Interbedded	Composed of alternate layers of different soil types

PHYSICAL PROPERTIES OF ROCK	HARDNESS AND DEGREE OF CEMENTATION
Very Soft or Plastic	Can be remolded in hand: corresponds in consistency up to very stiff in soils
Soft	Can be scratched with fingernail
Moderately Hard	Can be scratched easily with knife: cannot be scratched with fingernail
Hard	Difficult to scratch with knife
Very Hard	Cannot be scratched with knife
Poorly Cemented or Friable	Easily crumbled
Cemented	Bound together by chemically precipitated material occurring in the interstices between allogenic particles of rock — quartz, calcite, dolomite, siderite and iron oxide are common cementing materials

PHYSICAL PROPERTIES OF ROCK	DEGREE OF WEATHERING
Unweathered	Rock in its natural state before being exposed to atmospheric agents
Slightly Weathered	Noted predominantly by color change with no disintegrated zones
Weathered	Complete color change with zones of slightly decomposed rock
Extremely Weathered	Complete color change with consistency, texture, and general appearance approaching soil

SOIL CLASSIFICATION SYSTEM			
MAJOR DIVISIONS		SYM-BOLS	TYPICAL NAMES
COARSE GRAINED SOILS (More than 50% of material is LARGER than No. 200 U.S. Sieve size)	GRAVELS (More than 50% of coarse fraction is LARGER than the No. 4 U.S. Sieve size)	CLEAN GRAVELS (Little or no fines)	GW Well graded gravels, gravel - sand mixtures, little or no fines.
		GRAVELS WITH FINES (Appreciable amt. of fines)	GP Poorly graded gravels or gravel - sand mixtures, little or no fines.
			GM Silty gravels - sand - silt mixtures.
		SANDS (More than 50% of coarse fraction is SMALLER than the No. 4 U.S. Sieve size)	CLEAN SANDS (Little or no fines)
	SW Well graded sands, gravelly sands, little or no fines.		
	SANDS WITH FINES (Appreciable amt. of fines)		SP Poorly graded sands or gravelly sands, little or no fines.
			SM Silty sands, sand-silt mixtures.
	FINE GRAINED SOILS (More than 50% of material is SMALLER than No. 200 U.S. Sieve size)	SILTS AND CLAYS (Liquid limit LESS than 50)	
SILTS AND CLAYS (Liquid limit LESS than 50)		ML Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.	
		CL Inorganic clay of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.	
		OL Organic silts and organic silty clays of low plasticity.	
SILTS AND CLAYS (Liquid limit GREATER than 50)		MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.	
		CH Inorganic clays of high plasticity, fat clays.	
		OH Organic clays of medium to high plasticity, organic silts.	
HIGHLY ORGANIC SOILS		PT Peat and other highly organic soils.	
BOUNDARY CLASSIFICATIONS: Soils possessing characteristics of two groups are designated by combinations of group symbols.			



GEE Consultants, Inc.

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February 15, 2022

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RE: Supplemental Report No. J-121-0166.1
 Recommendations for LPile Design Parameters and
 NCTCOG Specifications for Flexible Base Material
 Commons at Agora,
 TOD Street and Utility Improvements
 North of Corinth Parkway and East of Denton Katy Trail
 City of Corinth, Texas

Dear Mr. Leslie:

This letter is produced in response to your January 27, 28 and February 15 , 2022 email request regarding the recommendations for LPile design parameters, skin friction values for the layers above the shale and NCTCOG specifications for flexible base material at the above referenced project.

It is our understanding that you and your clients will consider the retaining walls founded on top of piers. Recommendations, guidelines, limitations and construction method for piers were provided in the original geotechnical investigation report of this project (our Report No. J-121-0166 dated January 25, 2022).

It is also our understanding that the consideration for the utilization of NCTCOG specifications for flexible base material may be utilized in lieu of TxDOT specifications for flexible base material.

I. Flexible Base Material

Based on your request, current NCTCOG Grade 1 or Grade 2 specifications for flexible base material (or recycled concrete meeting flexible base requirements) may be utilized in lieu of TxDOT specifications. It should be noted that the flexible base material should be compacted to minimum ninety-five (95) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between minus three (3) to plus three (3) percent of the optimum. All of the recommendations and limitations for flexible base material included in our original Report No. J-121-0166 dated January 25, 2022 should remain valid.

II. Skin Friction

Resistance to uplift pressure is provided by soil skin friction and the dead load of the structure. Skin friction should be neglected for the upper five (5) feet of soil. A skin friction of 200 pounds per square foot (psf) may be used below a depth of five (5) feet to a depth of fifteen (15) feet. A skin friction of 750 pounds per square foot (psf) may be used below a depth of fifteen (15) feet. The skin friction value of 3,000 pounds per square foot (psf) of pier shaft area in direct contact with the gray shale below minimum penetration may be utilized for design purpose.

III. LPile Design Parameters for Retaining Wall Foundations

Based on your request and the slightly to highly expansive nature of the existing near surface soils encountered at test boring locations, we recommend the retaining wall structural loads be supported by auger excavated, straight-sided, cast-in-place, reinforced concrete piers. These piers should be founded at least four (4) feet into the gray shale encountered at depths from twenty-three and one-half (23.5) feet to thirty-one (31) feet below existing grade. Adequate embedded reinforcement should connect the pier tops to retaining wall footings to create a near fixed-head condition. The pier foundation recommendations provided for the proposed buildings in the original report remain valid for the retaining wall foundations as well. It should be noted the gray weathered shale was found to overly the gray shale encountered at a deeper test boring location B-15. Care should be taken to ensure the piers are founded in the gray shale and not the gray weathered shale to achieve the recommended allowable end bearing and skin friction values described in our original Report No. J-121-0166 dated January 25, 2022. All of the recommendations and limitations for pier foundation design and construction included in our original Report No. J-121-0166 dated January 25, 2022 should remain valid.

The drilled shaft retaining wall will structurally act as a cantilevered beam restraining the soil materials above the base of the excavation and transferring the restrained loads to the bearing strata below the base of the excavation. The bearing strata are expected to be clays, sandy clays, sands and shales. The drilled shafts will be subjected to the lateral earth pressures discussed in the section “Retaining Wall Design Recommendations” of our original report (Report No. J-121-0166 dated January 25, 2022).

For resistance of lateral loads on drilled piers, we recommend the following LPILE design parameters by soil type (where, γ is effective unit weight of soil; c is undrained cohesion of soil; ϕ is friction angle of soil; k is modulus of subgrade reaction; ϵ_{50} is soil strain parameter; E_{50} is average elastic modulus of rock; UCS is average unconfined compressive strength of rock; RQD is average rock quality designation; K_{rm} is rock strain parameter). It should be understood the groundwater levels fluctuate over time.

Boring Number: B-9			Groundwater Depth: 9.5 ft at the Time of Test Boring								
Depth (ft) *	LPILE Soil Type	γ (pcf)	c (psf)	ϕ (deg)	k (pci)		ϵ_{50} (in/in)	E_{50} (psi)	UCS (psi)	RQD (%)	K_{rm}
					Static	Cyclic					
0-5	Stiff Clay w/o Free Water	125	-	-	1,000	400	0.005	-	-	-	-
5-9.5	Stiff Clay w/o Free Water	130	5,000	-	2,000	800	0.004	-	-	-	-
9.5-11	Stiff Clay w/o Free Water	68	5,000	-	2,000	800	0.004	-	-	-	-
11-23.5	Sand	63	-	35	60	60	-	-	-	-	-
23.5-34	Weak Rock	73	-	-	-	-	-	10,000	200	50	0.0005

* Approximate depth below existing grade

Boring Number: B-10			Groundwater Depth: 12 ft at the Time of Test Boring								
Depth (ft) *	LPILE Soil Type	γ (pcf)	c (psf)	ϕ (deg)	k (pci)		ϵ_{50} (in/in)	E_{50} (psi)	UCS (psi)	RQD (%)	K_{rm}
					Static	Cyclic					
0-1	Sand	110	-	20	25	25	-	-	-	-	-
1-3	Stiff Clay w/o Free Water	130	-	-	2,000	800	0.004	-	-	-	-
3-8	Stiff Clay w/o Free Water	120	1,350	-	500	200	0.007	-	-	-	-
8-12	Stiff Clay w/o Free Water	130	5,500	-	2,000	800	0.004	-	-	-	-
12-26	Sand	63	-	35	60	60	-	-	-	-	-
26-36	Weak Rock	73	-	-	-	-	-	10,000	200	50	0.0005

* Approximate depth below existing grade

Boring Number: B-11			Groundwater Depth: 12 ft at the Time of Test Boring								
Depth (ft) *	LPILE Soil Type	γ (pcf)	c (psf)	ϕ (deg)	k (pci)		ϵ_{50} (in/in)	E_{50} (psi)	UCS (psi)	RQD (%)	K_{rm}
					Static	Cyclic					
0-2	Sand	110	-	20	25	25	-	-	-	-	-
2-5	Stiff Clay w/o Free Water	130	-	-	2,000	800	0.004	-	-	-	-
5-12	Sand	110	-	30	25	25	-	-	-	-	-
12-27	Sand	63	-	35	60	60	-	-	-	-	-
27-37	Weak Rock	73	-	-	-	-	-	10,000	200	50	0.0005

* Approximate depth below existing grade

Boring Number: B-12			Groundwater Depth: None Encountered in Top 15 ft at the Time of Test Boring								
Depth (ft) *	LPILE Soil Type	γ (pcf)	c (psf)	ϕ (deg)	k (pci)		ϵ_{50} (in/in)	E ₅₀ (psi)	UCS (psi)	RQD (%)	K _{rm}
					Static	Cyclic					
0-6	Sand	110	-	20	25	25	-	-	-	-	-
6-11	Stiff Clay w/o Free Water	130	5,500	-	2,000	800	0.004	-	-	-	-
11-15	Sand	110	-	30	90	90	-	-	-	-	-

* Approximate depth below existing grade

Boring Number: B-15			Groundwater Depth: 9.5 ft at the Time of Test Boring								
Depth (ft) *	LPILE Soil Type	γ (pcf)	c (psf)	ϕ (deg)	k (pci)		ϵ_{50} (in/in)	E ₅₀ (psi)	UCS (psi)	RQD (%)	K _{rm}
					Static	Cyclic					
0-3	Stiff Clay w/o Free Water	125	-	-	1,000	400	0.005	-	-	-	-
3-8	Stiff Clay w/o Free Water	120	1,000	-	500	200	0.007	-	-	-	-
8-9.5	Sand	63	-	30	90	90	-	-	-	-	-
9.5-12	Sand	63	-	30	60	60	-	-	-	-	-
12-27	Sand	63	-	35	60	60	-	-	-	-	-
27-37	Weak Rock	73	-	-	-	-	-	10,000	200	50	0.0005

* Approximate depth below existing grade

All of the recommendations and limitations included in our original Report No. J-121-0166 dated January 25, 2022 remain valid.

We appreciate the opportunity to be of service to you on this project. We will be happy to discuss any questions you may have concerning this report. We look forward to serving you in the future.

Very truly yours,

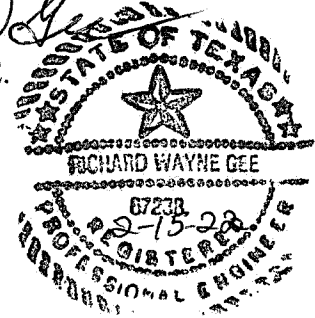
GEE Consultants, Inc.
TBPE Firm No. F-3212



Ramchandra Baral, M.S.C.E., E.I.T.
Project Manager
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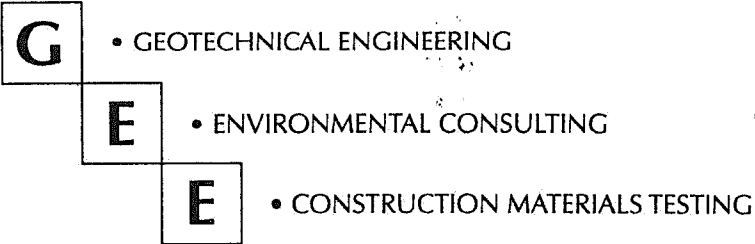
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RB:RWG

Enclosed:

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March 11, 2022

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RE: Supplemental Report No. J-121-0166.2
 Additional/Clean Up Recommendations
 Commons at Agora,
 TOD Street and Utility Improvements
 North of Corinth Parkway and East of Denton Katy Trail
 City of Corinth, Texas

Dear Mr. Leslie:

This letter is produced in response to your March 3, 2022 request and our conversation regarding the additional/clean up recommendations for the above referenced project.

It is our understanding that you and your clients are needing an additional/clean up recommendations for the existing top soil and earthwork operations, flexible base materials, geotextile fabrics, soluble sulfate and its potential effect on Reinforced Concrete Pipe (RCP), Portland Cement Concrete pavement thickness and related joints.

I. Existing Top Soil and Earthwork Operation

Hazmat or hazardous material is any substance or material that is capable of posing an unreasonable risk to health, safety, and property. No environmental screening or testing of soil samples recovered or groundwater encountered and associated

recommendations related to such had been requested or performed during our investigation. In accordance with our cursory observation during the site visit and the observation of the soil samples recovered from top six (6) inches, no objectionable or hazardous material was observed.

It is our opinion that the top soil samples recovered from the above mentioned site can be utilized for the earthwork (fill) operations.

In the event that additional fill is necessary to bring the pavement areas to grade, it should be placed in six (6) to eight (8) inch loose lifts. Fill should then be compacted to between ninety-five (95) and one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent of the optimum for sandy soils).

After establishing rough grades in the proposed pavement improvements area (prior to placement of flexible base material) the existing exposed pavement subgrade soils shall be proof rolled. Organic materials and any vegetation should be removed from the site to achieve final pavement subgrade elevation.

Prior to beginning pavement construction the existing site pavement soils shall be proofrolled with a sufficiently heavy pneumatic roller (20 to 25 tons) to evidence any compressible or soft/loose areas. Any compressible soft-loose soils found in the exposed subgrade after stripping and proof-rolling should be removed and replaced with a suitable material under controlled conditions. Proof-rolling should be performed under the direction of an on-site representative of GEE Consultants, Inc.

The soils at the ground surface in the proposed street, fire lane, parking and/or pavement areas should then be scarified and grubbed to a depth of at least six (6) inches and re-compacted to between ninety-five (95) one hundred and five (105) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between optimum and five (5) percent above the optimum moisture content for clayey soils (within plus or minus three (3) percent of the optimum for sandy soils). It should be understood that due to the presence of fill material at the subject site, quagmire or soft/loose conditions may be prevalent at some locations in the existing overburden fill, and will need to be addressed as required.

II. Flexible Base Materials and Geotextile Fabric

As per our March 3, 2022 conversation with Mr. David Leslie with Jones|Carter Engineering and an approval from Mr. George Marshall with City of Corinth, flexible base material will be utilized in lieu of lime or cement stabilization. Current NCTCOG Grade 1 or Grade 2 specifications or TxDOT specifications for flexible base material (or recycled concrete meeting flexible base requirements) may be utilized underneath the proposed Portland cement concrete pavement. It should be noted that the flexible base material should be compacted to minimum ninety-five (95) percent of the maximum dry density as determined in accordance with ASTM D 698 (Standard Proctor Test) at a moisture content between minus three (3) to plus three (3) percent of the optimum. All of the recommendations and limitations for flexible base material included in our original Report No. J-121-0166 dated January 25, 2022 remain valid.

It is also our understanding that the geotextile fabric will be installed between the subgrade and flexible base material. Installation of a geotextile between flexible base and subgrade mainly performs the separation function. This installation preserves the integrity of each respective layer, reducing migration of fines and aggregate intrusion, and therefore extending the effective life of a pavement system.

Geotextiles utilized for pavement construction should meet the requirements of NCTCOG Standard Specifications Section 301.6. Construction methods utilized should be submitted for review by the geotechnical and civil engineer and also meet the requirements of the geotextile manufacturer.

III. Soluble Sulfates

Based on our review of the *Bureau of Economic Geology, Geologic Atlas of Texas, Dallas Sheet*, the subject site is located in the *Woodbine (Kwb)* formation. Based on our experience with potentially higher levels of soluble sulfates may be present within the *Woodbine* formation. In addition clayey material type fill and possible fill was encountered at the surface at the current test boring locations. Therefore we recommend soluble sulfate test samples be performed after rough pavement subgrade elevations have been established. In general, soluble sulfates become a concern where lime or cement stabilization is used as a stabilizer in subgrade soils with sulfate concentrations exceeding two thousand (2,000) ppm (mg/kg).

Preliminary analysis of the Eurofins Xenco Laboratories - Dallas (samples submitted by GEE) test results indicated the soluble sulfate content to be between 15.9 and 603 mg/kg or ppm (parts per million). Given our predominance of sulfate testing in near

surface soils we do not anticipate the necessity for utilizing Type II cement and Type F fly ash.

Sulfate resistant concrete should be utilized for RCP and pavement concrete if sulfate levels exceed 2,000 ppm. Sulfate resistant concrete mix designs utilizing fly ash are recommended for all concrete that will be in contact with sulfate rich soils. The mix design should include the type and amount of cement and the type and amount of fly ash proposed. A locally available fly ash/cement mix design utilizing Type II cement and 25% Type F fly ash or an approved equal is recommended for below grade concrete due to its potential for sulfate attack. There are additional ACI requirements that should be implemented depending upon the sulfate concentration levels.

IV. Portland Cement Concrete Pavement Thickness and Joints

A. Thickness

Planned food truck operations were not considered with the original 5.0 inches Portland cement concrete pavement section in parallel and perpendicular parking areas. Given this consideration and benefits of having a uniform graded subgrade matching the pavement section thickness, we are in agreement and suggest maintaining a uniform pavement section thickness. Due to increased potential for water/wastewater use associated with food trucks, proper pavement drainage and maintenance of pavement joint sealant should be planned. No ponding water should be allowed on the proposed pavement surface or adjacent subgrade soils.

The following minimum 3,600 psi Portland cement concrete fire lane and truck pavement sections options are a minimum recommended for this project (thirty (30) year life design).

Areas of Light Traffic (Perpendicular and Parallel Auto Parking)

5.0 inches	Portland Cement Concrete* (12 foot joint spacing)
6.0 inches	Flexible Base Material (As described above)
12.0 inches	Raw Proof-rolled, Compacted, Moisture Conditioned and Tested Subgrade

Or

6.0 inches	Portland Cement Concrete* (15 foot joint spacing)
8.0 inches	Flexible Base Material (As described above)
6.0 inches	Raw Proof-rolled, Compacted, Moisture Conditioned and Tested Subgrade

Areas of Channelized TOD Traffic and Fire Lanes (Collector Street/Truck Traffic)***

8.0 inches	Portland Cement Concrete* (20 feet joint spacing)
6.0 inches	Flexible Base Material (As described above)
6.0 inches	Raw Proof-rolled, Compacted, Moisture Conditioned and Tested Subgrade

* See *Guidelines for Concrete Pavement* in the Appendix of original report (J-121-0166). Periodic maintenance of the concrete pavement will be required.

*** Fire lane, approaches and city streets should be designed in accordance with applicable City of Corinth requirements.

B. Transverse and Longitudinal Pavement Joint Spacing

Transverse and longitudinal pavement joint spacing should not exceed the joint spacing recommended for the light and channelized pavement sections described above.

Consideration of utilizing a minimum 4,000 psi concrete mix for air entrained pavement concrete would meet our minimum recommended 3,600 psi concrete pavement section.

All of the recommendations and limitations included in our original Report No. J-121-0166 dated January 25, 2022 and J-121-0166.1 dated February 15, 2022 remain valid.

We appreciate the opportunity to be of service to you on this project. We will be happy to discuss any questions you may have concerning this report. We look forward to serving you in the future.

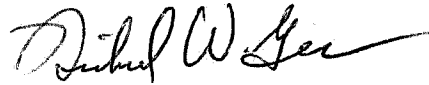
Very truly yours,

GEE Consultants, Inc.
TBPE Firm No. F-3212

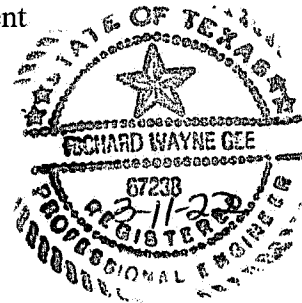


Ramchandra Baral, M.S.C.E., E.I.T.
Project Manager
Geotechnical Engineering Division

RB:RWG



Richard W. Gee, P.E.
President



Enclosed:

- Mr. Adam Ray via: aray@jonescarter.com
- Ms. Katelynn Morgan via: kmorgan@jonescarter.com
- Mr. George Marshall via: george.marshall@cityofcorinth.com
- Mr. Paul Richey via: prichey@jonescarter.com
- Mr. Mark Holliday via: mholliday@jonescarter.com

FORM 1295 INSTRUCTIONS
Certificate of Interested Parties
www.ethics.state.tx.us/File

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (new rule 46.4, regarding changes to contracts, is in effect as of January 1, 2017)

Last Revision: January 12, 2017

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 12.

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

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

DDM Construction Corporation
 Addison, TX United States

Certificate Number:
 2022-897083

Date Filed:
 06/09/2022

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

City of Corinth

Date Acknowledged:

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.

Bid# 1152
 Transit Oriented Development (TOD) Agora District Street & Utility Improvements CIP21-0002 Rebid

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ruez, Michelle	Addison, TX United States		X
Markwardt, Zackery	Addison, TX United States	X	
Markwardt, David	Addison, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Zackery Markwardt, and my date of birth is Augo 12, 1992

My address is 4006 Belt Line Road, Suite 230, Addison, Texas, 75001, USA
(street) (city) (state) (zip code) (country)

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

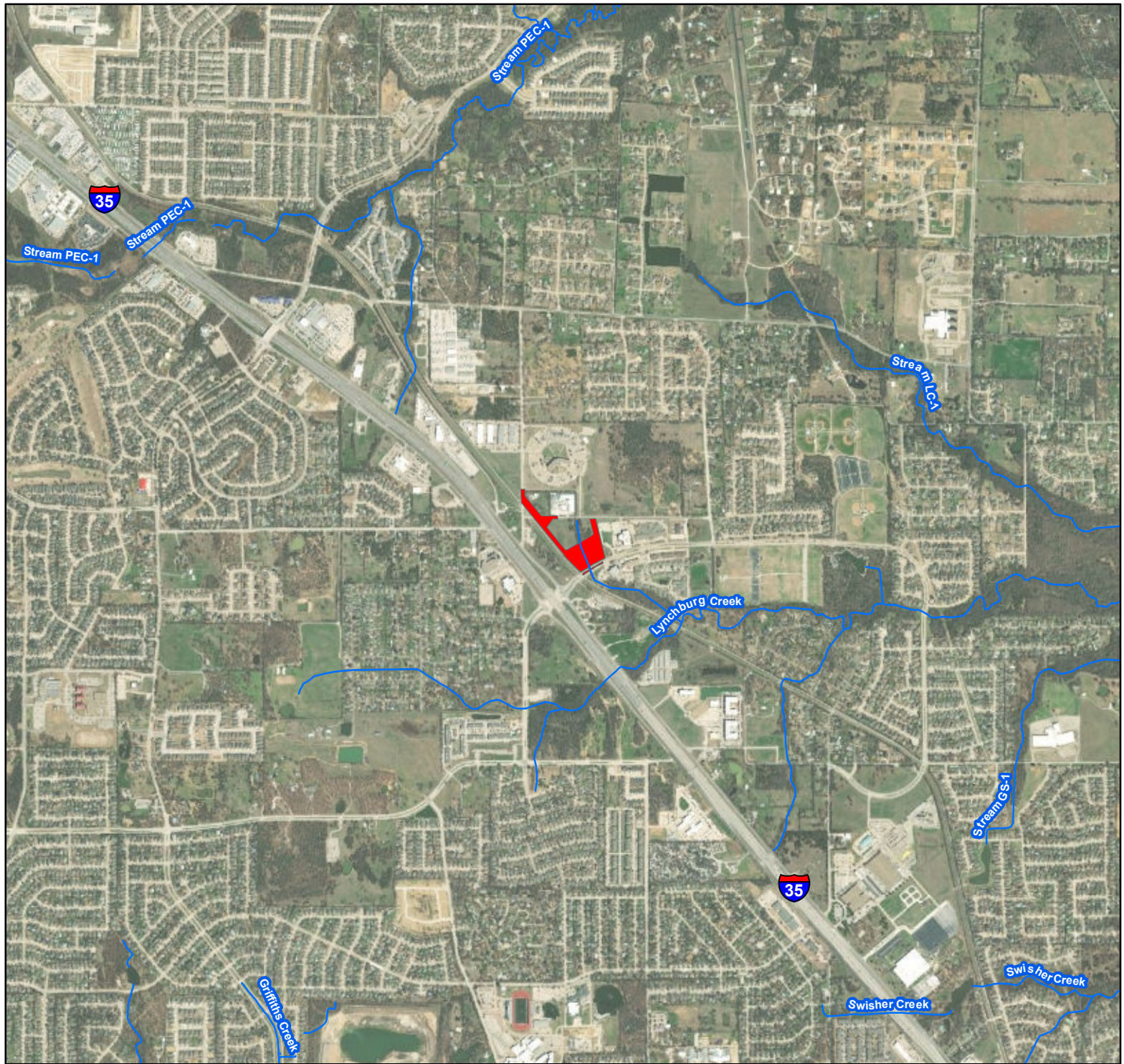
Executed in Dallas County, State of Texas, on the 24th day of June, 20 22.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

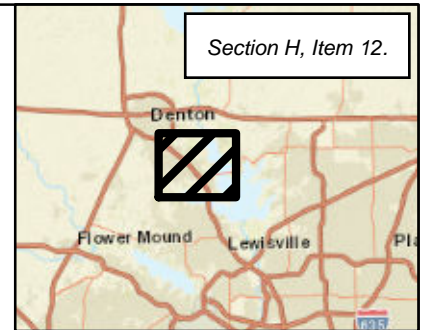


APPENDIX E
404 EXHIBITS





Section H, Item 12.



VICINITY MAP

LEGEND

 Project Area

Aerial Imagery flown January 2014

ATTACHMENT 1
(SHEET 1 OF 10)
VICINITY MAP

COMMONS AT AGORA
USACE Project No SWF-2021-00559
CITY OF CORINTH, TEXAS



1 inch equals 2,000 feet

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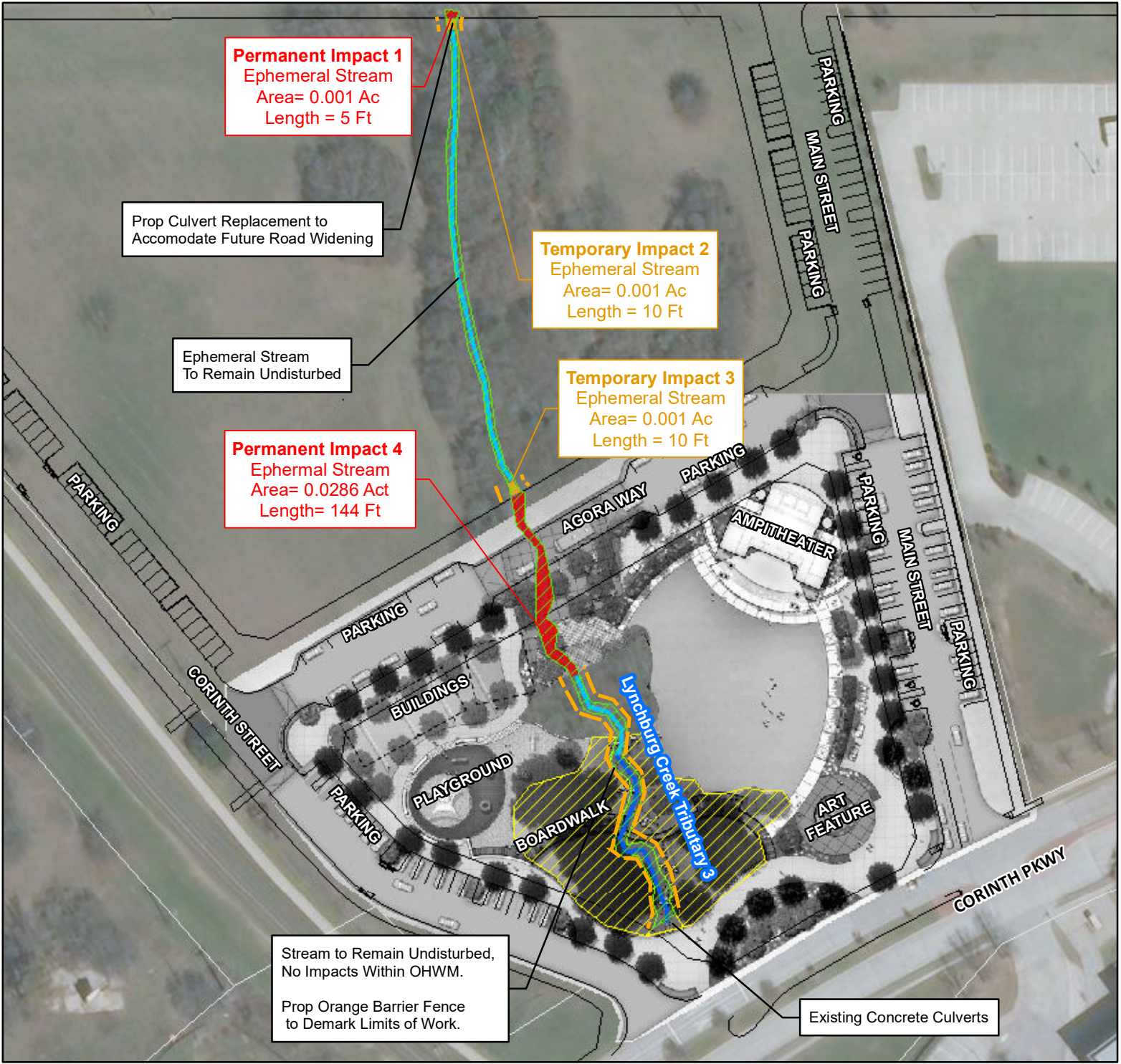


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Path: K:\0118\0118-0056-00 Corinth TOD Regional Detention Design\2 Design Phase GIS\MXD\004 Permit Exhibits\Vicinity Map.mxd Project Number: D118-0002-00 Date: 3/7/2022 User Name: mgw



Permanent Impact 1
Ephemeral Stream
Area= 0.001 Ac
Length = 5 Ft

Prop Culvert Replacement to Accomodate Future Road Widening

Ephemeral Stream To Remain Undisturbed

Permanent Impact 4
Ephemeral Stream
Area= 0.0286 Act
Length= 144 Ft

Temporary Impact 2
Ephemeral Stream
Area= 0.001 Ac
Length = 10 Ft

Temporary Impact 3
Ephemeral Stream
Area= 0.001 Ac
Length = 10 Ft

Stream to Remain Undisturbed, No Impacts Within OHWM.

Prop Orange Barrier Fence to Demark Limits of Work.

Existing Concrete Culverts

- Construction Barrier Fence
- Ordinary High Water Mark
- Tree Preservation Area
- Impacts**
- Temporary
- Permanent
- Stream Type**
- Ephemeral
- Intermittent

Tree Preservation Notes
The Tree Preservation Area will include removal of trees, shrubs, and vines that are 6" diameter or less.

No trees or other disturbance is to occur within Ordinary High Water Mark area.

ATTACHMENT 1
(SHEET 2 OF 10)
SITE PLAN 1 OF 2

COMMONS AT AGORA
USACE Project No SWF-2021-00559
CITY OF CORINTH, TEXAS



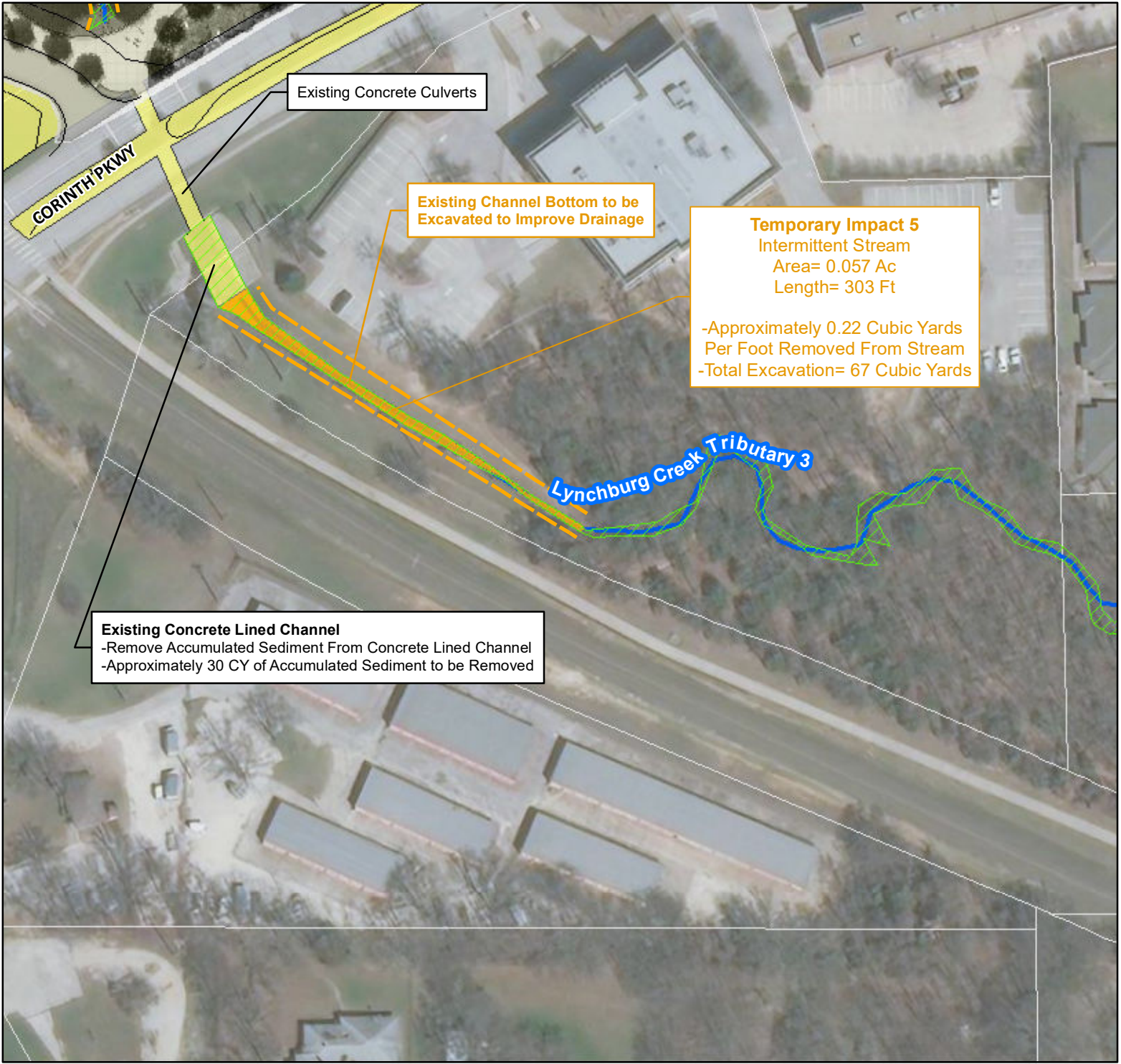
1 inch equals 100 feet

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470



Existing Concrete Culverts

Existing Channel Bottom to be Excavated to Improve Drainage

Temporary Impact 5
 Intermittent Stream
 Area= 0.057 Ac
 Length= 303 Ft
 -Approximately 0.22 Cubic Yards
 Per Foot Removed From Stream
 -Total Excavation= 67 Cubic Yards

Existing Concrete Lined Channel
 -Remove Accumulated Sediment From Concrete Lined Channel
 -Approximately 30 CY of Accumulated Sediment to be Removed

- Construction Barrier Fence
- Ordinary High Water Mark
- Impacts**
- Temporary
- Permanent
- Intermittent Stream
- Project Area

ATTACHMENT 1
 (SHEET 3 OF 10)
SITE PLAN 2 OF 2








COMMONS AT AGORA
 USACE Project No SWF-2021-00559
 CITY OF CORINTH, TEXAS

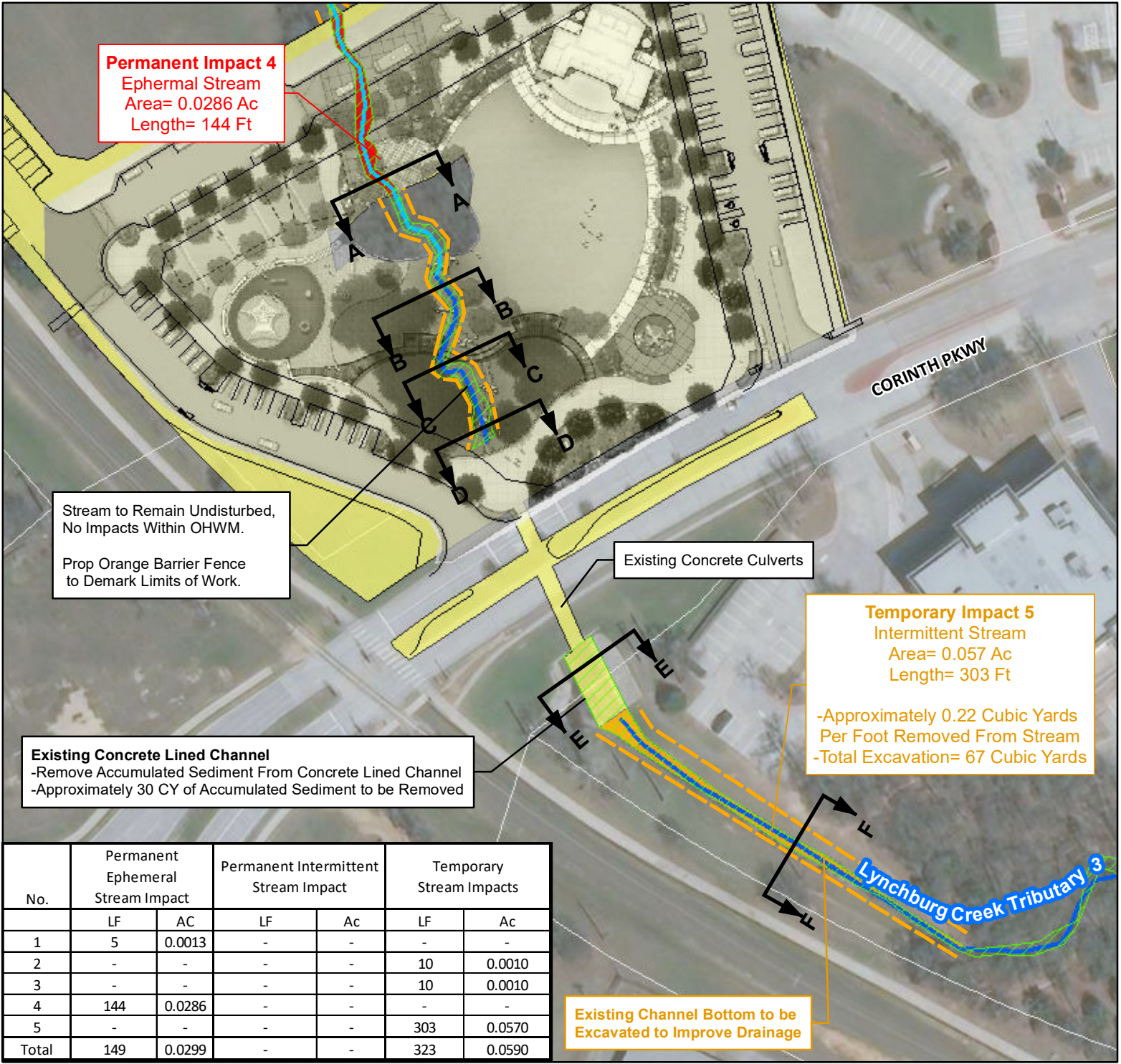


1 inch equals 100 feet

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-  Construction Barrier Fence
-  Ordinary High Water Mark
- Stream Type**
-  Ephemeral
-  Intermittent
- Impacts**
-  Temporary
-  Permanent
-  Project Area



Permanent Impact 4
Ephemeral Stream
Area= 0.0286 Ac
Length= 144 Ft

Stream to Remain Undisturbed,
No Impacts Within OHWM.

Prop Orange Barrier Fence
to Demark Limits of Work.

Existing Concrete Culverts

Temporary Impact 5
Intermittent Stream
Area= 0.057 Ac
Length= 303 Ft

-Approximately 0.22 Cubic Yards
Per Foot Removed From Stream
-Total Excavation= 67 Cubic Yards

Existing Concrete Lined Channel
-Remove Accumulated Sediment From Concrete Lined Channel
-Approximately 30 CY of Accumulated Sediment to be Removed

Existing Channel Bottom to be
Excavated to Improve Drainage

No.	Permanent Ephemeral Stream Impact		Permanent Intermittent Stream Impact		Temporary Stream Impacts	
	LF	AC	LF	Ac	LF	Ac
1	5	0.0013	-	-	-	-
2	-	-	-	-	10	0.0010
3	-	-	-	-	10	0.0010
4	144	0.0286	-	-	-	-
5	-	-	-	-	303	0.0570
Total	149	0.0299	-	-	323	0.0590

ATTACHMENT 1
(SHEET 4 OF 10)
CROSS SECTION LOCATION MAP

COMMONS AT AGORA
USACE Project No SWF-2021-00559
CITY OF CORINTH, TEXAS



1 inch equals 100 feet

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STREAM TO BE REPLACED WITH BOX CULVERTS AND FILL TO BE PLACED ON TOP OF BOXES. A WATER FOUNTAIN WILL BE INSTALLED ON TOP OF FILL.

Section H, Item 12.

LEGEND

-  PROP FILL
-  PROP GROUND
-  PROP RCB
-  EXISTING GROUND (EPHEMERAL STREAM)

PROPOSED IMPROVEMENTS ARE CONCEPTUAL. FINAL DESIGN CURRENTLY IN PROGRESS

ATTACHMENT 1
CROSS SECTION A-A
SHEET 5 OF 10

COMMONS AT AGORA
CITY OF CORINTH, TEXAS

USACE SWF-2021-00559

FEBRUARY 2022

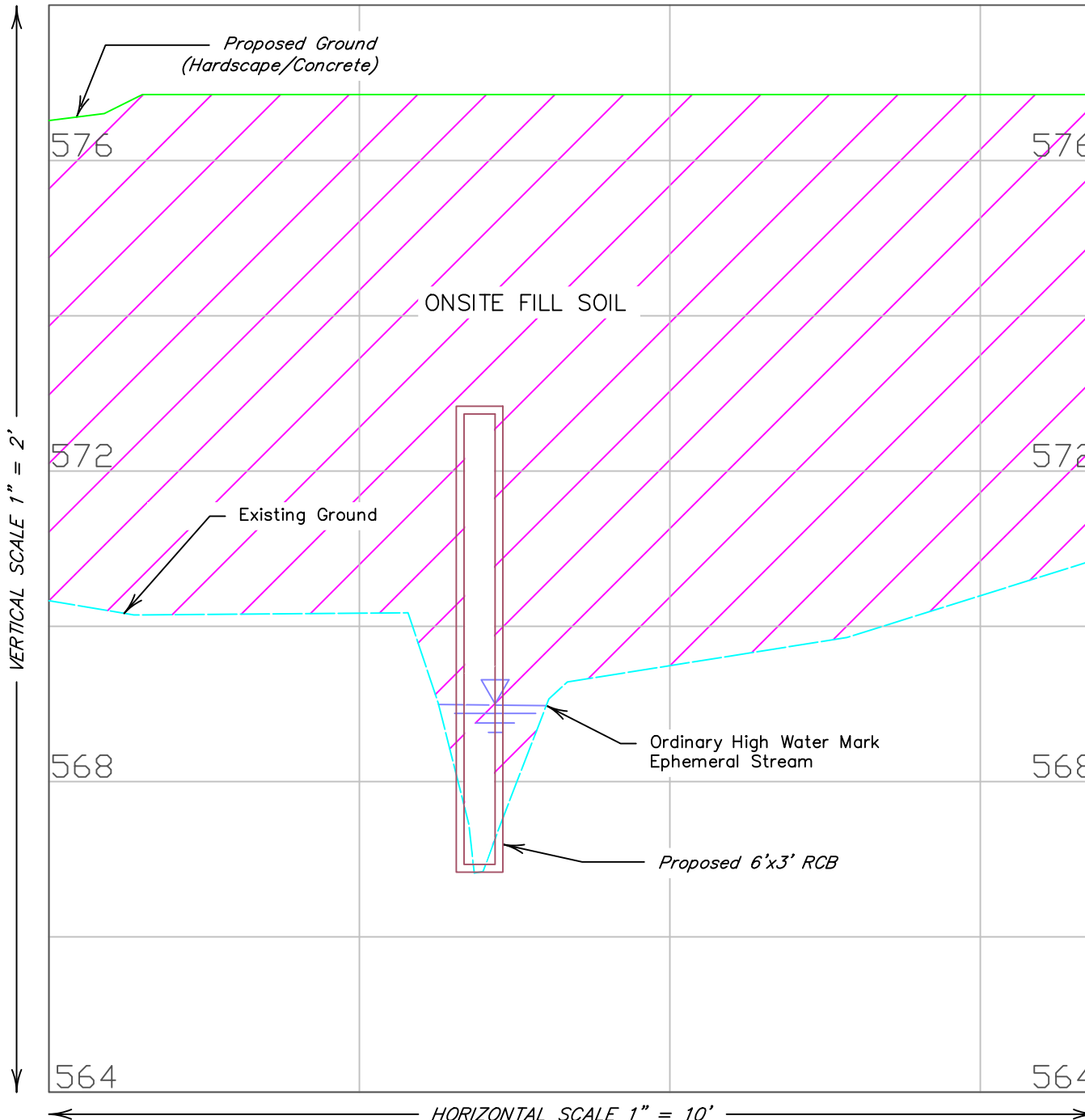
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473

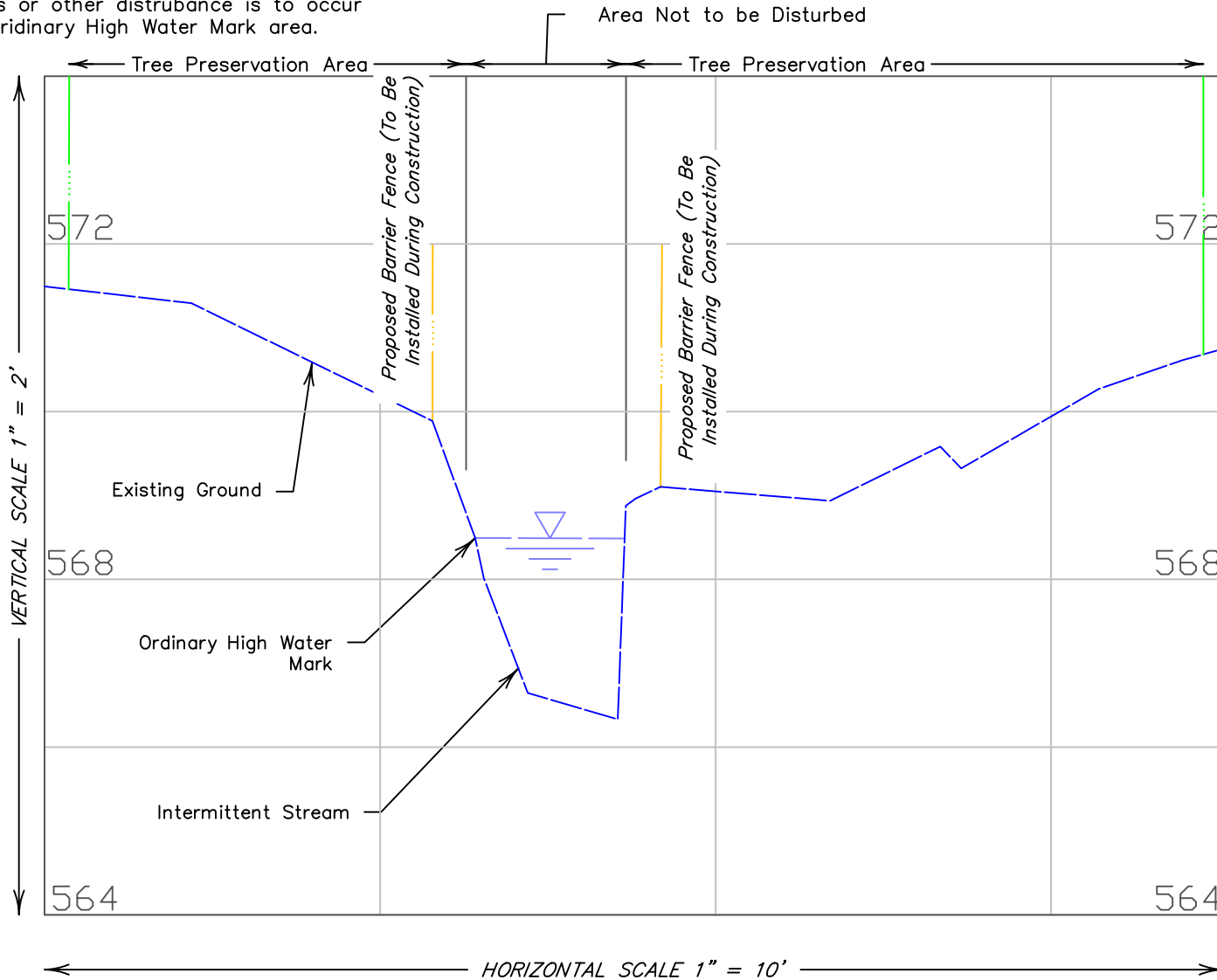


K:\00118\00118-0006-00 Corinth TOD Regional Detention Design\2 Design Phase\CAD\Working Dwg\404 Permit XS Exhibits.dwg Feb 24, 2022 - 10:52am ACR

Tree Preservation Notes

The Tree Preservation Area will include removal of trees, shrubs, and vines that are 6" diameter or less.

No trees or other disturbance is to occur within Ordinary High Water Mark area.



Section H, Item 12.

LEGEND

— EXISTING GROUND (INTERMITTENT STREAM)

PROPOSED IMPROVEMENTS ARE CONCEPTUAL. FINAL DESIGN CURRENTLY IN PROGRESS

ATTACHMENT 1
CROSS SECTION B-B
SHEET 6 OF 10

COMMONS AT AGORA
CITY OF CORINTH, TEXAS

USACE SWF-2021-00559

FEBRUARY 2022

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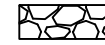
Tree Preservation Notes

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Section H, Item 12.

LEGEND



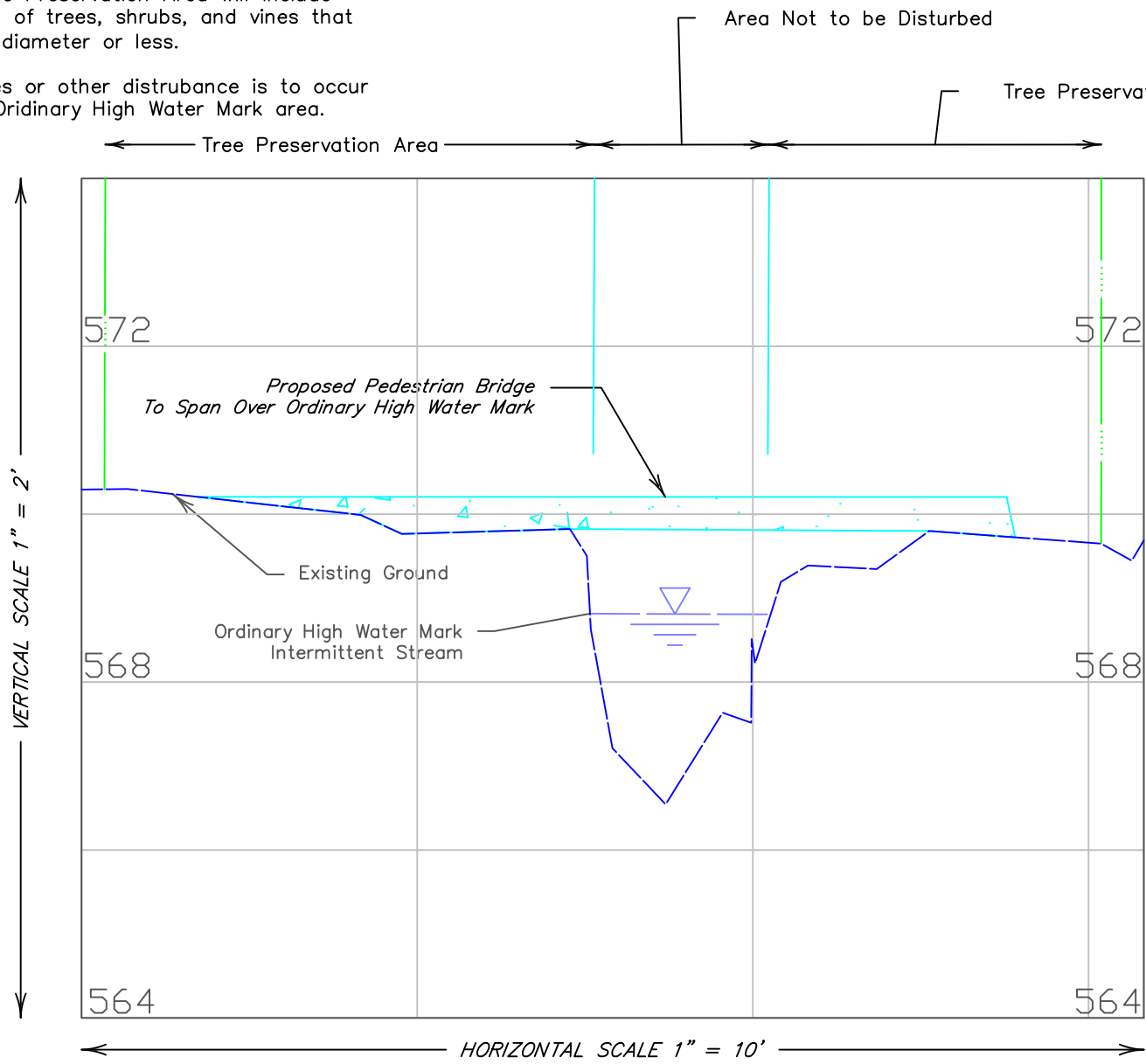
PROP RIP RAP



PROP CONCRETE



EXISTING GROUND INTERMITTENT STREAM)



PROPOSED IMPROVEMENTS ARE CONCEPTUAL. FINAL DESIGN CURRENTLY IN PROGRESS

ATTACHMENT 1
CROSS SECTION C-C
SHEET 7 OF 10

COMMONS AT AGORA
CITY OF CORINTH, TEXAS

USACE SWF-2021-00559

FEBRUARY 2022

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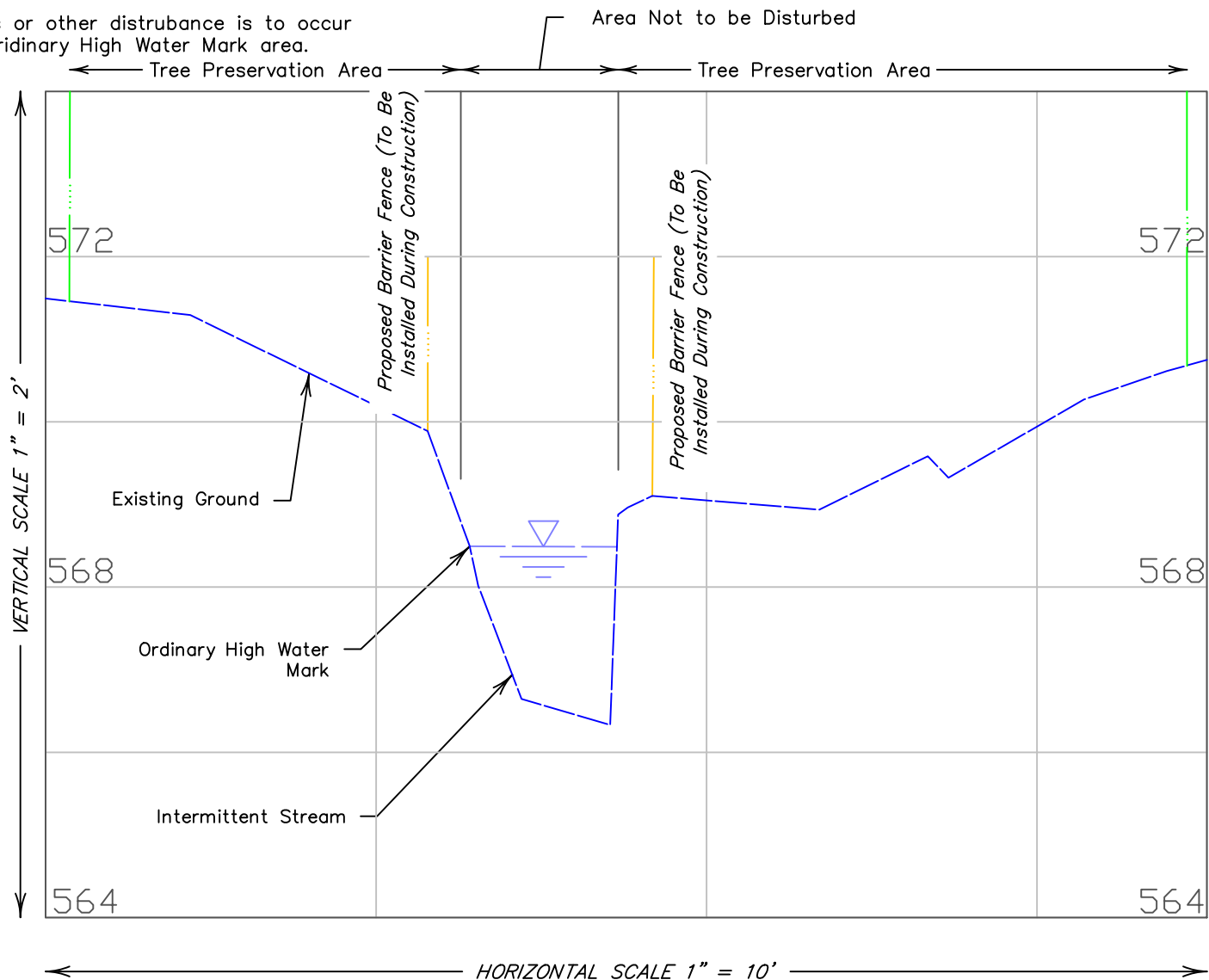
475

Texas Board of Professional Engineers Registration No. 2850 Dallas Parkway, Suite 600 • Plano, Texas 75024 972.420.0000

Tree Preservation Notes

The Tree Preservation Area will include removal of trees, shrubs, and vines that are 6" diameter or less.

No trees or other disturbance is to occur within Ordinary High Water Mark area.



Section H, Item 12.

LEGEND

— EXISTING GROUND (INTERMITTENT STREAM)

PROPOSED IMPROVEMENTS ARE CONCEPTUAL. FINAL DESIGN CURRENTLY IN PROGRESS

ATTACHMENT 1
CROSS SECTION D-D
SHEET 8 OF 10

COMMONS AT AGORA
CITY OF CORINTH, TEXAS
USACE SWF-2021-00559
FEBRUARY 2022

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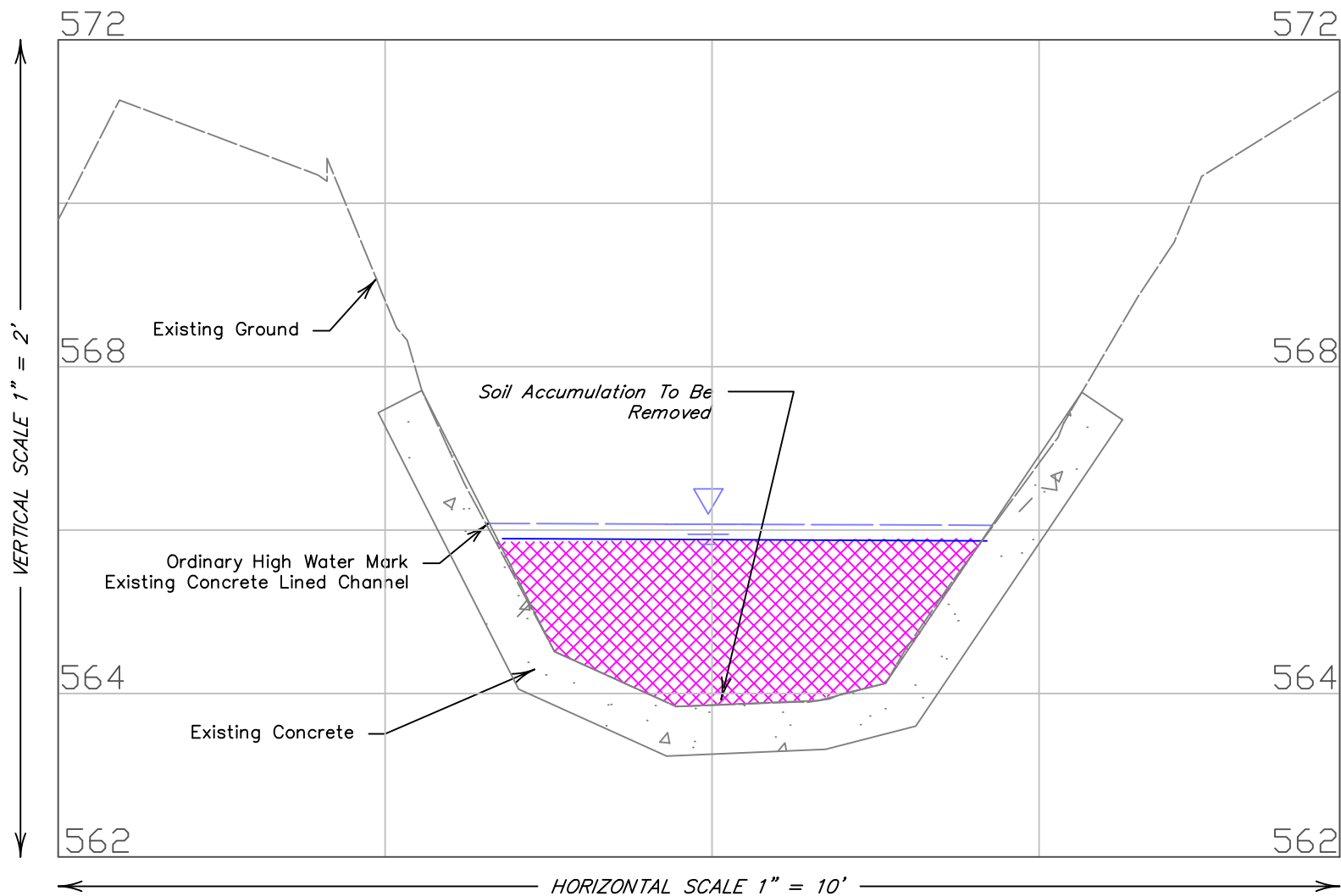


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K:\00118\00118-0006-00 Corinth TOD Regional Detention Design\2 Design Phase\CAD\Working Dwg\404 Permit XS Exhibits.dwg Feb 24, 2022 - 10:53am ACR

LEGEND

-  EXISTING CONCRETE
-  EXISTING GROUND



PROPOSED IMPROVEMENTS ARE CONCEPTUAL. FINAL DESIGN CURRENTLY IN PROGRESS

ATTACHMENT 1
CROSS SECTION E-E
SHEET 9 OF 10

COMMONS AT AGORA
CITY OF CORINTH, TEXAS

USACE SWF-2021-00559

FEBRUARY 2022

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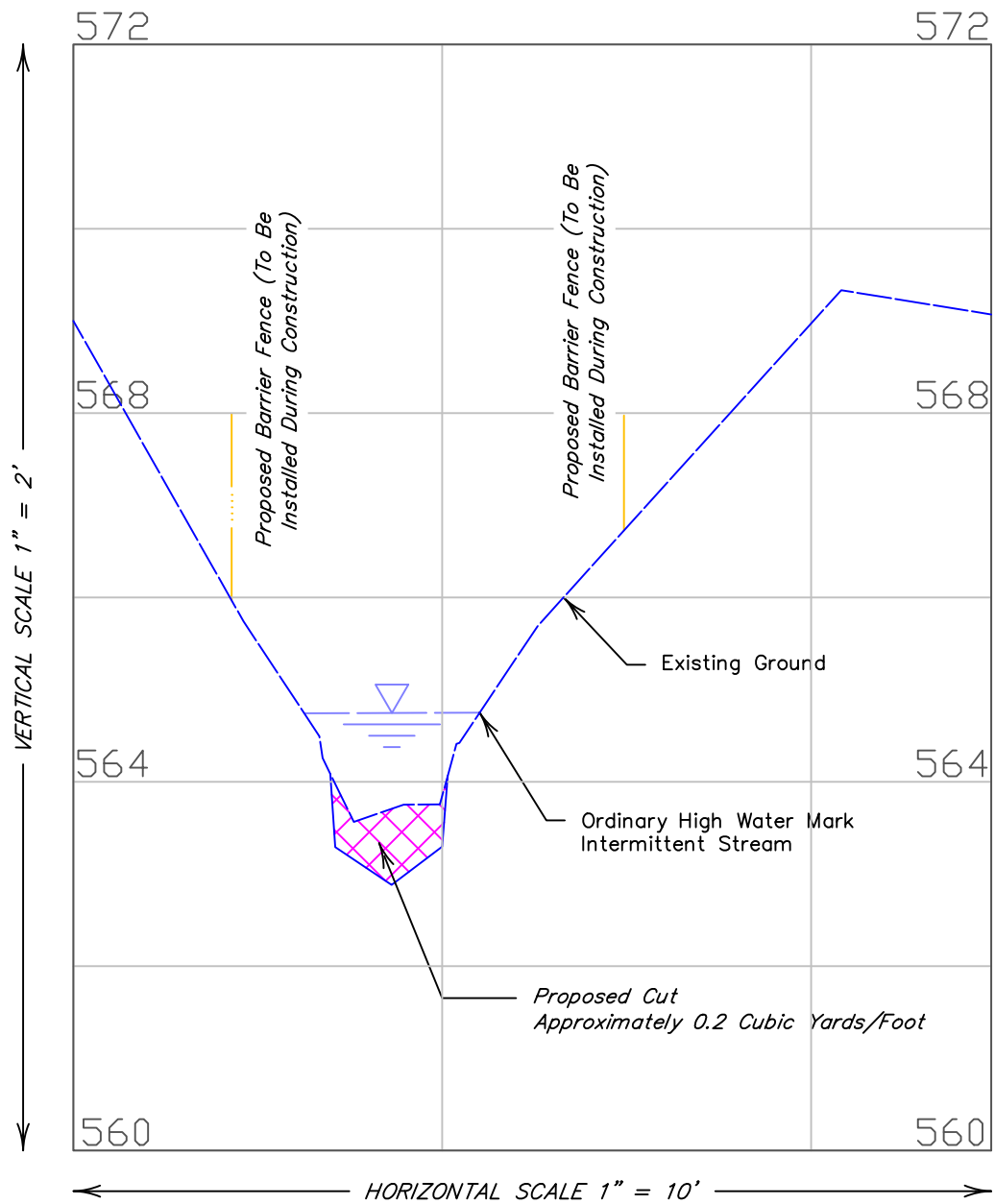
JONES | CARTER

477

Texas Board of Professional Engineers Registration No. 2850 Dallas Parkway, Suite 600 • Plano, Texas 75024 972.420.0000

LEGEND

-  PROP CUT
-  EXISTING GROUND (INTERMITTENT STREAM)



PROPOSED IMPROVEMENTS ARE CONCEPTUAL. FINAL DESIGN CURRENTLY IN PROGRESS

ATTACHMENT 1
CROSS SECTION F-F
SHEET 10 OF 10

COMMONS AT AGORA
CITY OF CORINTH, TEXAS

USACE SWF-2021-00559

FEBRUARY 2022

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Texas Board of Professional Engineers Registration No. 2850 Dallas Parkway, Suite 600 • Plano, Texas 75024 972.420.0000



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Resolution Compensation Plan
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a Resolution adopting pay schedules for Public Works, Police, and Fire, approving a compensation plan for its employees; and providing for an effective date.

Item Summary/Background/Prior Action

The proposed resolution will adjust the Police and Fire Pay Schedules by 3%. Employees on these pay schedules will receive a salary adjustment to meet the new rate of pay of their current Step and Pay Grade. This salary adjustment does not account for progression from their current step to a higher step. This pay schedule adjustment and employee pay adjustments are intended to start bridging the gap between the current rate of pay and that of the market.

The proposed resolution will provide for a Public Works Pay Schedule. Employees on this pay schedule with a rate of pay under \$17/hour, will receive a salary adjustment to bring them to the new minimum rate of pay (\$17/hour). Eligible employees will receive a salary adjustment reflecting the market and/or equity pay adjustment triggered by the new minimum rate of pay. This new pay schedule and employee pay adjustments are intended to bridge the gap between the current rate of pay and that of the market.

These pay increases will be effective July 18, 2022.

Financial Impact

The cost for the remainder of the fiscal year (July 11, 2022 through September 30, 2022) is estimated at \$46,665 for eligible police and fire employees in the general fund and \$1,165 in the Crime Control fund. The estimated cost for the new minimum pay rate, the market pay adjustment and the equity pay adjustment for Public Works employees is \$6,306 in the general fund, \$8,127 in the utility fund, \$2,246 in the drainage fund. Funding for the new pay schedule for FY 2021-22 will be paid from fund salary savings.

Staff Recommendation/Motion

Staff recommends adopting a Resolution adopting pay schedules for Public Works, Police, and Fire employees, approving a compensation plan for its employees, and providing for an effective date of July 18, 2022.

RESOLUTION NO. 22-07-07-XX

A RESOLUTION ADOPTING PAY SCHEDULES FOR PUBLIC WORKS, POLICE, AND FIRE EMPLOYEES; APPROVING A COMPENSATION PLAN FOR ITS EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FY2021-22 Annual Program of Services salary savings will fund a 3% pay plan shift to the Police and Fire pay schedules; not accounting for progression from their current step to a higher step; and

WHEREAS, the FY2021-22 Annual Program of Services salary savings will fund a Public Works pay schedule; and

WHEREAS, the City Council desires to approve the recommendations of the City Staff, subject to certain conditions, as more particularly set forth hereinbelow;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

SECTION 1.

That the Pay Schedule for certain employees of the Police Department, attached hereto as Exhibit A, and the Pay Schedule for certain employees of the Fire Department, attached hereto as Exhibit B, are adopted and approved,

SECTION 2.

That the Employees on the Police and Fire Pay Schedules will receive a salary adjustment that corresponds to the employee’s current Pay Group and Step on the adopted 2022 pay schedules. This salary adjustment will be effective July 18, 2022.

SECTION 3.

Placement of newly hired employees on the Police and Fire Pay Schedules will continue to be determined by the Department’s Chief based on experience and qualifications, contingent upon approval from the Human Resources Director and the City Manager.

SECTION 4.

Progression within the Pay Group in future fiscal years is contingent upon City Council approval of budget funds.

SECTION 5.

That the Pay Schedule for Public Works employees, attached hereto as Exhibit C, is hereby adopted and approved, subject to the following:

- A. Effective July 18, 2022, employee’s minimum rate of pay will be \$17 per hour.

- B. Employees making less than of \$17 per hour, will receive a salary adjustment to place them at the new minimum rate of pay.
- C. Eligible employees will receive a salary adjustment reflecting the market and/or equity pay adjustment triggered by the new minimum rate of pay.

SECTION 6.

The City Council authorizes the City Manager to administer the Classification and Compensation Plan, including the Progression Plan for Maintenance Workers and Light Equipment Operators in the Public Works Department, and to establish procedures for the same. **Overall increases or decreases to the Pay Schedules are authorized only upon approval by the City Council.**

SECTION 7.

This Resolution shall become effective immediately upon passage and the Pay Schedules shall become effective July 18, 2022.

PASSED AND APPROVED THIS 07 DAY OF JULY 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wyle, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Police Pay Schedule

City of Corinth

FY 2021/2022 (Effective July 18, 2022)

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PD1R	A-2080 hours	Police Recruit	\$ 54,371.20									
	M		\$ 4,530.93									
	B		\$ 2,091.20									
	H		\$26.14									
PD1	A-2080 hours	Police Officer	\$ 59,820.80	\$ 61,609.60	\$ 63,440.00	\$ 65,332.80	\$ 67,288.00	\$ 69,305.60	\$ 71,364.80	\$ 73,486.40	\$ 75,670.40	\$ 77,937.60
	M		\$ 4,985.06	\$ 5,134.13	\$ 5,286.66	\$ 5,444.40	\$ 5,607.33	\$ 5,775.46	\$ 5,947.06	\$ 6,123.86	\$ 6,305.86	\$ 6,494.80
	B		\$ 2,300.80	\$ 2,369.60	\$ 2,440.00	\$ 2,512.80	\$ 2,588.00	\$ 2,665.60	\$ 2,744.80	\$ 2,826.40	\$ 2,910.40	\$ 2,997.60
	H		\$ 28.76	\$ 29.62	\$ 30.50	\$ 31.41	\$ 32.35	\$ 33.32	\$ 34.31	\$ 35.33	\$ 36.38	\$ 37.47
PD2	A-2080 hours	Police Corporal	\$ 64,792.00	\$ 66,726.40	\$ 68,723.20	\$ 70,782.40	\$ 72,904.00	\$ 75,088.00	\$ 77,334.40	\$ 79,643.20	\$ 82,014.40	\$ 84,468.80
	M		\$ 5,399.33	\$ 5,560.53	\$ 5,726.93	\$ 5,898.53	\$ 6,075.33	\$ 6,257.33	\$ 6,444.53	\$ 6,636.93	\$ 6,834.53	\$ 7,039.06
	B		\$ 2,492.00	\$ 2,566.40	\$ 2,643.20	\$ 2,722.40	\$ 2,804.00	\$ 2,888.00	\$ 2,974.40	\$ 3,063.20	\$ 3,154.40	\$ 3,248.80
	H		\$ 31.15	\$ 32.08	\$ 33.04	\$ 34.03	\$ 35.05	\$ 36.10	\$ 37.18	\$ 38.29	\$ 39.43	\$ 40.61
PD3	A-2080 hours	Police Sergeant	\$ 82,180.80	\$ 84,635.20	\$ 87,172.80	\$ 89,772.80	\$ 92,456.00					
	M		\$ 6,848.40	\$ 7,052.93	\$ 7,264.40	\$ 7,481.06	\$ 7,704.66					
	B		\$ 3,160.80	\$ 3,255.20	\$ 3,352.80	\$ 3,452.80	\$ 3,556.00					
	H		\$ 39.51	\$ 40.69	\$ 41.91	\$ 43.16	\$ 44.45					
PD4	A-2080 hours	Police Lieutenant	\$ 95,451.20	\$ 98,300.80	\$ 101,233.60	\$ 104,270.40						
	M		\$ 7,954.26	\$ 8,191.73	\$ 8,436.13	\$ 8,689.20						
	B		\$ 3,671.20	\$ 3,780.80	\$ 3,893.60	\$ 4,010.40						
	H		\$ 45.89	\$ 47.26	\$ 48.67	\$ 50.13						

Progression within the Pay Group is contingent upon budget funding approved by City Council.

A = Annual
M = Monthly
B = Biweekly
Hourly

Fire Pay Schedule

City of Corinth

FY 2021/2022 (Effective July 18, 2022)

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
FD1R	A-2920 hours	Firefighter or Paramedic	\$54,282.80	\$55,888.80	\$57,553.20	\$59,276.00	\$61,028.00	\$62,838.40	\$64,707.20	\$66,634.40	\$68,620.00	\$70,664.00
	M		\$4,523.57	\$4,657.40	\$4,796.10	\$4,939.67	\$5,085.67	\$5,236.53	\$5,392.27	\$5,552.87	\$5,718.33	\$5,888.67
	B		\$2,087.80	\$2,149.57	\$2,213.58	\$2,279.85	\$2,347.23	\$2,416.86	\$2,488.74	\$2,562.86	\$2,639.23	\$2,717.85
	H-Fire		\$18.59	\$19.14	\$19.71	\$20.30	\$20.90	\$21.52	\$22.16	\$22.82	\$23.50	\$24.20
	H - 2080		\$26.09	\$26.86	\$27.66	\$28.49	\$29.34	\$30.21	\$31.10	\$32.03	\$32.99	\$33.97
FD1	A-2920 hours	Firefighter-EMT	\$54,282.80	\$61,495.20	\$63,334.80	\$65,232.80	\$67,189.20	\$69,204.00	\$71,277.20	\$73,408.80	\$75,598.80	\$77,847.20
	M		\$4,523.57	\$5,124.60	\$5,277.90	\$5,436.07	\$5,599.10	\$5,767.00	\$5,939.77	\$6,117.40	\$6,299.90	\$6,487.27
	B		\$2,087.80	\$2,365.20	\$2,435.95	\$2,508.95	\$2,584.20	\$2,661.69	\$2,741.43	\$2,823.42	\$2,907.65	\$2,994.12
	H-Fire		\$20.45	\$21.06	\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.89	\$26.66
	H - 2080		\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	\$33.27	\$34.26	\$35.29	\$36.34	
FD3	A-2920 hours	Driver/Engineer	\$72,854.00	\$75,014.80	\$77,263.20	\$79,570.00	\$81,935.20	\$84,359.20	\$86,842.40	\$89,385.20	\$91,988.00	\$94,640.00
	M		\$6,071.17	\$6,251.23	\$6,438.60	\$6,630.83	\$6,827.93	\$7,029.93	\$7,236.87	\$7,448.70	\$7,665.45	\$7,887.05
	B		\$2,802.08	\$2,885.18	\$2,971.66	\$3,060.38	\$3,151.35	\$3,244.62	\$3,340.20	\$3,439.03	\$3,541.05	\$3,646.20
	H-Fire		\$24.95	\$25.69	\$26.46	\$27.25	\$28.06	\$28.90	\$29.77	\$30.67	\$31.59	\$32.54
	H - 2080		\$35.02	\$36.06	\$37.14	\$38.25	\$39.39	\$40.56	\$41.77	\$43.01	\$44.28	\$45.58
FD4	A-2920 hours	Fire Captain	\$84,855.20	\$87,395.60	\$89,994.40	\$92,680.80	\$95,464.00	\$98,254.40	\$101,051.20	\$103,854.80	\$106,664.80	\$109,481.60
	M		\$7,071.27	\$7,282.97	\$7,499.53	\$7,723.40	\$7,951.60	\$8,184.17	\$8,421.03	\$8,662.20	\$8,907.60	\$9,157.20
	B		\$3,263.66	\$3,361.37	\$3,461.32	\$3,564.65	\$3,671.43	\$3,781.60	\$3,895.10	\$4,011.85	\$4,130.80	\$4,252.90
	H-Fire		\$29.06	\$29.93	\$30.82	\$31.74	\$32.68	\$33.65	\$34.65	\$35.67	\$36.71	\$37.77
	H - 2080		\$40.79	\$42.01	\$43.26	\$44.55	\$45.86	\$47.19	\$48.54	\$49.91	\$51.30	\$52.71
FD5	A-2920 hours	Battalion Chief	\$90,782.80	\$93,498.40	\$96,301.60	\$99,163.20	\$102,084.80	\$105,067.20	\$108,112.40	\$111,220.40	\$114,391.20	\$117,625.60
	M		\$7,565.23	\$7,791.53	\$8,025.13	\$8,266.60	\$8,515.93	\$8,773.10	\$9,038.03	\$9,309.60	\$9,587.80	\$9,872.50
	B		\$3,491.65	\$3,596.09	\$3,703.91	\$3,813.97	\$3,927.20	\$4,042.60	\$4,169.03	\$4,297.40	\$4,427.70	\$4,560.00
	H-Fire		\$31.09	\$32.02	\$32.98	\$33.96	\$34.96	\$35.98	\$37.01	\$38.06	\$39.12	\$40.20
	H - 2080		\$43.64	\$44.95	\$46.29	\$47.67	\$49.07	\$50.49	\$51.93	\$53.39	\$54.86	\$56.35

Progression within the Pay Group is contingent upon budget funding approved by City Council.

- A = Annual
- M = Monthly
- B = Biweekly
- H-Fire = Hourly rate for 24 on/48 off shifts
- 080 = Hourly rate for 40-hr. wk.

EXHIBIT C

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
D	A	35,360.00	42,432.00	49,504.00	Maintenance Worker (WWW) Maintenance Worker (Streets) Maintenance Worker (Drainage) Maintenance Worker (Parks)
	M	2,946.67	3,536.00	4,125.33	
	B	1,360.00	1,632.00	1,904.00	
	H	17.00	20.40	23.80	
E	A	37,128.00	44,553.60	51,979.20	Light Equipment Operator
	M	3,094.00	3,712.80	4,331.60	
	B	1,428.00	1,713.60	1,999.20	
	H	17.85	21.42	24.99	
G	A	40,913.60	49,088.00	57,262.40	Heavy Equipment Operator (WWW) Heavy Equipment Operator (Streets)
	M	3,409.47	4,090.67	4,771.87	
	B	1,573.60	1,888.00	2,202.40	
	H	19.67	23.60	27.53	
H	A	42,952.00	51,542.40	60,132.80	Instrumentation Technician
	M	3,579.33	4,295.20	5,011.07	
	B	1,652.00	1,982.40	2,312.80	
	H	20.65	24.78	28.91	
J	A	47,340.80	56,804.80	66,268.80	Crew Leader (WWW) Crew Leader (Streets) Crew Leader (Drainage) Crew Leader (Parks)
	M	3,945.07	4,733.73	5,522.40	
	B	1,820.80	2,184.80	2,548.80	
	H	22.76	27.31	31.86	
M	A	54,766.40	65,707.20	76,668.80	Supervisor no-CDL (Water) Supervisor no-CDL (Parks)
	M	4,563.87	5,475.60	6,389.07	
	B	2,106.40	2,527.20	2,948.80	
	H	26.33	31.59	36.86	
N	A	57,491.20	68,972.80	80,475.20	Supervisor w. CDL (WW) Supervisor w. CDL (Streets)
	M	4,790.93	5,747.73	6,706.27	
	B	2,211.20	2,652.80	3,095.20	
	H	27.64	33.16	38.69	
R	A	69,846.40	83,803.20	97,780.80	Operations Manager (Streets & Drainage) Parks, Recreation & Strategic Asset Manager Utility Operations Manager Utility Maintenance Manager
	M	5,820.53	6,983.60	8,148.40	
	B	2,686.40	3,223.20	3,760.80	
	H	33.58	40.29	47.01	

A = Annual
M = Monthly
B = Biweekly
H = Hourly



CITY OF CORINTH
Staff Report

Meeting Date:	7/7/2022	Title:	Ordinance Personnel Policy Manual
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance of the City of Corinth, adopting the 2022 Personnel Policy Manual as the Personnel Policy of the City of Corinth, repealing all conflicting ordinances and prior versions of the personnel policy manual, and providing a severability clause and an effective date.

Item Summary/Background/Prior Action

The City of Corinth Personnel Policy Manual was originally adopted by City Council in 2001. The City Council approved revisions to specific sections in 2009, 2012, and 2013. In 2016 a revised Personnel Policy Manual was adopted and later amended in 2020.

It is necessary to conduct regular reviews of the personnel policy to ensure that sections in the policy are not outdated, that they are compliant with new laws and regulations, that they are consistent and effective and that they are up to date with regulations, technology, and industry best practices.

After a review by the management team, staff is recommending the following changes.

- Clarify and update policy language regarding nepotism, promotional qualifications, absences due to inclement weather, work hours and overtime, drug free policy, certification pay, and separation pay.
- Increase tuition reimbursement to encourage employees to further their advanced education.
- Allow telecommuting as a viable, flexible work option.
- Increase certification pay for Police and Fire employees on the Police and Fire Pay Schedules (steps).
- Adjust vacation leave for new hires and implementing a vacation cash-in request program.
- Remove the City Vehicle Accident Review Board as this section of the policy has never been activated.
- Add new regulations from the Local Government Code for Quarantine and Mental Health Leave for Police and Fire employees.

Staff Recommendation/Motion

Staff recommends adoption of the revised City of Corinth Personnel Policy Manual with an effective date of July 11, 2022.

ORDINANCE NO. 22-07-07-XX

AN ORDINANCE OF THE CITY OF CORINTH, ADOPTING THE 2022 PERSONNEL POLICY MANUAL AS THE PERSONNEL POLICY OF THE CITY OF CORINTH, REPEALING ALL CONFLICTING ORDINANCES AND PRIOR VERSIONS OF THE PERSONNEL POLICY MANUAL, AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth Personnel Policy Manual (“Manual”) was last adopted in 2016 and last revised in August 2020 with an effective date of October 1, 2020; and

WHEREAS, the City Manager and Staff have recommended the adoption of the 2022 revisions to the Manual as presented herein as Exhibit “A”; and

WHEREAS, after review and consideration of this recommendation, the City Council wishes to adopt the 2022 Manual;

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

SECTION 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

SECTION 2. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid, such invalidity shall not affect the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That this Ordinance shall take effect on July 11, 2022. The Human Resources Director shall notify all employees of the revised Manual.

PASSED AND APPROVED THIS 07 DAY OF JULY 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wyle, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

City of Corinth



Personnel Policy Manual

ORDINANCE NO. ~~20-08-20-26~~22-07-07-XX
Amending Ordinance No. 16-07-21-22

~~LAST REVISION APPROVED ON AUGUST 20, 2020~~

Effective: ~~October 1, 2020~~July 11, 2022

Personnel Policy Manual

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1 **Section 1 Introductory Statement**
2 _____

3 A. Policy
4

5 It is the policy of the City of Corinth to maintain a Personnel Policy Manual (referred to as the
6 Manual) to inform all employees of applicable policies and procedures. Further, it is the
7 responsibility of all employees, especially supervisors, to ensure that the policies and procedures
8 are followed. Also, please be advised that no Personnel Policy Manual can anticipate every
9 circumstance or question about policy and procedures. The contents of this Manual are not
10 intended, and should not be construed, as creating any contractual rights.

11
12 B. Questions
13

14 Employees who have questions regarding how a policy pertains to their particular situation should
15 consult their supervisors or the Human Resources Director or Representative.
16

17 C. Objectives
18

19 The objectives of the Manual are as follows:
20

- 21 1. To ensure uniform understanding and application of the City's Personnel policies and
22 procedures.
- 23 2. To identify the authority and responsibility for administering Personnel policies and
24 procedures.
- 25 3. To standardize the handling of recurring Personnel administration matters.
26
- 27 4. To provide a basis for informing and counseling employees as well as training supervisors
28 in Personnel administration.
29
- 30
- 31

32 D. Official Policy
33

34 This Manual contains the approved Personnel policies and procedures for the City. The contents
35 have been approved by the City Manager and City Council. The Manual is intended to serve as a
36 primary medium of communication to inform management, supervisors, and employees regarding
37 standard Personnel matters. These policies apply to all Personnel of the City of Corinth. This
38 Manual supersedes all previous manuals, agreements, policies and procedures, whether written or
39 oral, expressed or implied, relating to employment, and shall not be changed or subject to change
40 orally.
41

42 E. Responsibilities
43

44 Individual responsibilities regarding Personnel, policies and procedures are outlined herein.
45

- 46 1. The City Manager or designee will administer and maintain an up-to-date Manual. The
 47 City Manager may also issue additional directives and/or associated procedures to amplify
 48 or clarify the policies outlined herein.
 49
- 50 2. The Human Resources Director or designated representative (Human Resources Office) is
 51 responsible for the preparation and distribution of the Manual to supervisors and others as
 52 directed by the City Manager. The Human Resources Director shall periodically audit the
 53 Manual to determine areas that may need revision or new policies. The Human Resources
 54 Director shall submit proposed changes to the City Manager for review and consideration.
 55
- 56 3. Employees will receive and sign for a copy of the Personnel Policy Manual, indicating
 57 understanding and the requirement for adhering to all policies contained in the Manual.
 58 All employees are required to comply with all provisions of this Manual.
 59

60 F. Reservation

61
62 The City retains the right to revise, cancel, or otherwise change any of the published or unpublished
63 Personnel policies and procedures at its discretion. Notice of proposed changes shall be provided
64 to employees prior to the effective dates. The proposed changes shall become effective
65 immediately after the notice is given unless otherwise stated in the notice.
66

67 G. Disclaimer

68
69 The contents of this Manual are to serve merely as a guideline with respect to uniform and
70 consistent treatment of employees. Nothing contained in this Manual is intended to create and
71 should not be construed as creating an employment contract, a contractual right of continued
72 employment, or any restriction on traditional prerogatives of the City in the management of its
73 workplace; and the contents of the Manual are subject to revision at any time by the City Manager
74 with Council approval.
75

76
77 **Section 2 Employment-at-Will**
78

79 A. Voluntary Employment

80
81 Employment with the City of Corinth is voluntarily entered into, and the employee is free to resign
82 at will at any time, with or without cause. Similarly, the City may terminate the employment
83 relationship at will, at any time, with or without notice or cause.
84

85 B. Contractual Obligations

86
87 Policies set forth in this Manual are not intended to create a contract, nor are they to be construed
88 to constitute contractual obligations of any kind or a contract of employment between the City and
89 any of its employees. The provisions of this Manual have been developed at the discretion of the
90 City and, except for its policy of employment-at-will, may be amended or canceled at any time, at
91 the City's sole discretion.

92 **Section 3 Equal Employment Opportunity Policy & Reporting Procedures**
93

94 This Section 3 applies to all employees, volunteers, or interns [collectively “employee(s)”] for the
95 purposes of this section only.

96
97 **A. Equal Employment Opportunity**
98

99 1. The City is an equal employment opportunity employer (EEO) and does not discriminate
100 against employees or job applicants on the basis of race, religion, color, sex (as defined by
101 applicable state and federal law), age, national origin, disability, veteran status, or any other
102 status or condition protected by applicable federal, state and local laws.

103
104 2. The City:

105
106 a. Recruits, hires, trains, and promotes persons in all job titles without regard to
107 race, religion, color, sex, age, national origin, disability, veteran status, or any
108 other status or condition protected by applicable federal, state and local laws.

109
110 A. Ensures that all Personnel actions such as compensation, benefits, transfers,
111 layoffs, returns from layoff, training, education, and social and recreational
112 programs are administered without regard to race, religion, color, sex, age,
113 national origin, disability, veteran status, or any other status or condition
114 protected by applicable federal, state and local laws.

115
116 3. All forms of employment discrimination with regard to employees or job applicants,
117 including any form of racial slurs, religious intimidation, epithets, sexual advances or
118 harassment, are prohibited. Any charges will be investigated; and, if warranted, appropriate
119 disciplinary action will be taken.

120
121 4. Employees who have suggestions with regard to equal employment are encouraged to
122 contact the Human Resources Director.

123
124 **B. Unlawful Discrimination and Harassment**
125

126 1. It is the City’s policy that all employees shall be able to enjoy a work environment free
127 from all forms of unlawful discrimination and harassment. Unlawful discrimination or
128 harassment is aggressive, suggestive, or offensive behavior based upon race, religion,
129 color, sex, age, national origin, disability, veteran status, or any status in any group
130 protected by federal, state or local law. The City does not tolerate improper interference
131 with the ability of the City’s employees to perform their expected job duties.

132
133 2. Prohibited conduct includes, but is not limited to epithets, slurs and negative stereotyping;
134 threatening, intimidating or hostile conduct; denigrating jokes and comments; and writings
135 or pictures that single out, denigrate or show hostility or aversion toward someone on the
136 basis of a protected characteristic. Conduct, comments or innuendoes that may be
137 perceived by others as offensive are wholly inappropriate and are strictly prohibited. This

138 policy also prohibits sending, showing, sharing or distributing in any form, inappropriate
139 jokes, pictures, comics, stories, etc., including, but not limited to via facsimile, e-mail
140 and/or the Internet. All City employees are entitled to a workplace free of unlawful
141 harassment by management, supervisors, co-workers, citizens and vendors. City
142 employees are also prohibited from harassing citizens, vendors and all other third parties.
143 Any form of discrimination or harassment may result in disciplinary action up to and
144 including termination of employment.

145
146 C. Sexual Harassment

147
148 1. Sexual harassment may exist when an employee, in order to obtain a sexual favor, exercises
149 or threatens to exercise the authority and/or power of his or her position to control,
150 influence, direct or affect the job, duties, earnings or career of another employee. Sexual
151 harassment may also occur when the use of sexually explicit language, pictures or conduct
152 creates a hostile or offensive working environment. Any form of sexual harassment may
153 result in disciplinary action up to and including termination of employment.

154
155 2. Unlawful harassment includes, but is not limited to:

156
157 a. Making unwanted sexual advances or request for sexual favors, or other verbal or
158 physical acts of a sexual nature, such as uninvited touching or sexually related
159 comments.

160
161 b. Making the acceptance or refusal of sexual advances a basis for employment decisions
162 or a condition of employment.

163
164 c. Creating an intimidating, offensive, or hostile workplace by, for example:

165
166 *Verbal Conduct:*
167 Sexual innuendos, sexually suggestive comments, jokes of a sexual nature,
168 unwanted sexual advances, suggestive or insulting sounds, graphic
169 commentaries about a person’s body.

170
171 *Visual Conduct:*
172 Leering, obscene gestures, sexually suggestive objects or pictures, cartoons or
173 posters, suggestive or obscene notes, letters or e-mail.

174
175 *Physical Conduct:*
176 Assault, interference with work, or any unwanted physical contact of a sexual
177 nature.

178
179 D. Grievance Procedures

180
181 Employees may report a grievance when they reasonably believe they or another employee have
182 been subjected to a discriminatory working environment, sexual harassment, or other harassing,
183 illegal or discriminatory practice. Concerns regarding items such as schedules, grant or denial of

184 vacation, and disciplinary appeals are not covered under this policy unless the employee believes
185 such items are motivated by discriminatory animus.

186
187 Level I: An employee may submit in writing a complaint to either (a) their supervisor or
188 Department Director, or (b) the Human Resources Director. Oral reports will also
189 be accepted and investigated where time is of the essence or other circumstances
190 prevent the employee from providing a written complaint.

191
192 The complaint must be submitted within fourteen (14) calendar days from the date
193 the employee first knew or, with reasonable diligence, should have known of the
194 action giving rise to the grievance or complaint.

195
196 The supervisor, Department Director, Human Resources Director or designee will
197 investigate and evaluate the complaint within fourteen (14) calendar days and
198 respond to the employee regarding their findings. The Human Resources Director
199 may approve a reasonable extension of time to respond and notify the employee of
200 the new anticipated deadline to respond. If a response is not given within the
201 specified time limit, the employee may proceed to Level II.

202
203 Reasonable measures will be undertaken to preserve the confidentiality of
204 information reported during the investigation. No employee shall be retaliated
205 against for reporting or complaining in good faith of sexual harassment.

206
207 Level II: If the employee is not satisfied with the response by the supervisor, Department
208 Director, Human Resources Director or designee, the employee may appeal to the
209 City Manager. The City Manager or his/her designee will respond to the employee
210 regarding their findings within a reasonable time.

211
212 The City Manager or his/her designee’s decision is final.

213
214 At the conclusion of the grievance process, if appropriate, disciplinary action, including, but not
215 limited to counseling, reprimand, suspension, demotion, or termination of individuals found to
216 have engaged in any prohibited conduct will be taken. Appropriate documentation of the grievance
217 and investigation will be made available to both parties.

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219

220 **Section 4 Employment and Selection**

221
222 A. General

223
224 It is the policy of the City to recruit and select applicants for employment on the basis of job-
225 related qualifications and ability to perform a job. The employment decision is determined first
226 by whether there are any openings available and, second, by which applicant best meets the
227 requirements for the open position. Policies regarding promotion and transfer are based on job
228 requirements, job performance, and qualifications.

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230 B. Administrative Guidelines

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- 1. Applications are accepted for existing vacancies only. All applicants must complete an official application, as provided on-line by the City of Corinth. The Human Resources Director will maintain applications in accordance with legal guidelines.

The Fire Department will oversee the hiring of fire department employees and will forward information on successful candidates to the Human Resources Department.

- 2. False statements on the application or during employment interviews are grounds for rejection of the applicant or grounds for termination, if already employed.
- 3. Generally, initial screening of applicants shall be conducted by or according to directions of the Human Resources Director.
- 4. Screened applications will be referred from the Human Resources Office to the hiring supervisors. Only those applicants referred to the hiring supervisor by the Human Resources Office may be considered for selection.
- 5. All employment advertising will be placed by or be approved by the Human Resources Director.

C. Selection Procedures

- 1. Supervisors requesting additional or replacement personnel must submit a requisition that has been approved by the appropriate supervisor and the City Manager before steps are initiated to fill a vacancy.
- 2. Updated job descriptions must be on file with the Human Resources Director for each position to be filled.
- 3. The hiring supervisor will conduct reference checks and will work with the Human Resources Director to verify the validity of licenses or certificates, if required for the position.
- 4. The Department Director or designee will initiate all job offers and will schedule a time for the completion of the necessary forms and, if required for the position, a medical examination or other tests.
- 5. Testing. Any required tests (includes drug testing) will be administered under the direction of the Human Resources Director.
- 6. Vacancies may be posted internally prior to outside advertising.

276 D. Conditions of Employment

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- 1. Criminal History Check. The City may request, through the City’s vendor, a criminal history check of an applicant as part of the employment process, to verify statements made on an application for employment and to determine if any convictions exist.
- 2. Driving Records. For positions requiring an employee to drive on business of the City, the Human Resources Director may request a list of convictions for traffic violations, and a verification that the potential employee has a valid driver license. The Human Resources Director may also request a review of an employee's driving record when considered for promotions or as a routine check of City employees. A person is ineligible for employment in a position that involves driving if the person has a poor driving record. A poor driving record is evidenced by any of the following:
 - a. Two or more at fault accidents in the last three years; or
 - b. Four or more moving violations in the last three years; or
 - c. A driving violation while intoxicated or under the influence (DWI/DUI) in the last five years; or
 - d. More than one DWI/DUI ever.
- 3. Pre-Employment Drug Testing. All applicants applying to positions that have a direct impact on the public’s or fellow employees’ health, safety and welfare through products or services provided by the City who receive a conditional offer of employment with the City must first pass a pre-employment drug test before employment may begin. The City will not hire any applicant who refuses to take the pre-employment drug test. If the results received by the City indicate that an applicant did not pass the pre-employment drug test, the offer of employment shall be withdrawn.
- 4. Commercial Driver License (CDL). Certain positions within the City require employees to have a Commercial Driver License or attain one within 90 days of date of employment.
- 5. Medical/Psychological/Physical Agility Exam Requirement. For those positions where physical capacity has been determined and documented as a job requirement, an offer of employment may be conditioned upon the satisfactory results of one or more examinations to determine the applicant’s ability to meet the established requirements. The City will designate the medical clinic for the examination and will be responsible for the cost of an examination required by the City
- 6. Nepotism. No officer of the City shall appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the ~~second~~ third degree by affinity or within the third degree by consanguinity to any member of the Council or the Mayor, when the salary, fees or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or

322 character whatsoever. Similarly, no person shall be hired or promoted by the City to a
323 position that is under the supervision of a relative by blood or marriage or with whom a
324 living arrangement exists. Applicants shall not be hired into, nor shall employees be
325 transferred into or promoted into positions that would cause them to be in a direct or
326 indirect supervisor/subordinate relationship with a relative as defined under Nepotism
327 (Section 4.D.6).

328
329 7. Uniforms for Employees. The City may furnish, provide for, or require uniforms for
330 designated positions as determined by the City Manager. This determination will be based
331 upon safety and security considerations, and the need for employee identification.

332
333 8. Personal Appearance. All employees are expected to dress in a manner appropriate to the
334 business environment in which they work, complying with safety standards as indicated by
335 department or industry standards. Clothing should be clean and comfortable but not
336 distracting. All office/public contact employees are expected to be appropriately dressed
337 and well-groomed to reflect a professional, business environment. Business casual attire
338 during working hours is permitted. Business casual does not include t-shirts, sweatshirts,
339 sweatpants, warm-up/wind suits, shorts, tank tops, flip-flop shoes, midriff baring tops,
340 camisole tops, or any other clothing determined by the supervisor to be unacceptable. No
341 visible body piercing except for ear lobes is permitted. Any questions about what is
342 considered to be appropriate business attire in the workplace should be directed to the
343 appropriate supervisor. The City reserves the right to relieve any employees of their duties
344 without pay until their appearance meets City standards.

345
346 E. Promotions and Transfers

347
348 When the position vacancy may be filled from within the City by promotion or transfer of qualified
349 employees:

350
351 1. The Human Resources Director will post the notice internally throughout the City for at
352 least five working days.

353
354 For the Fire Department, the posting of positions and oversight of promotional process will
355 be the responsibility of the Fire Chief with the information on the successful candidate
356 being forwarded to the Human Resources Department. All fire department promotions will
357 be posted at least sixty (60) days prior to the beginning of the promotional process.

358
359 2. Any employee with the proper qualifications ~~and with more than six months of service~~ is
360 eligible to apply for a vacant position. Applications should be submitted on an application
361 provided on-line by the Human Resources Director.

362
363 3. Internal applications are to be considered by the hiring supervisor according to the City's
364 established protocol for employment selection procedures as set forth in this section 4.

365
366 4. Positions that are not filled from the internal promotion process may be announced to the
367 general public. Employees of the City may also apply for a position after it has been

368 announced to the general public.

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- 5. Promotional testing for Public Safety positions will be administered by their departments in accordance with local, state and federal laws.
- 6. An employee desiring a transfer to another division or location should first discuss the transfer with his or her supervisor. The employee should not contact another supervisor until an interview has been arranged by the Human Resources Director.
- 7. Requests for transfer are subject to the approval of the supervisor(s) of the affected division(s) and the City Manager.
- 8. A lateral transfer may be approved if the transfer furthers the interests of the City.

383 F. Employee Classifications

384 City employees will be classified as one of the following:

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- 1. Regular Full-time. Employment in an annual budgeted position for a minimum of forty (40) hours per week.
- 2. Regular Part-time. Employment in an annual budgeted position for a minimum of twenty (20) hours per week and less than forty (40) hours per week.
- 3. Seasonal/Temporary. Employment in a position established for a specified period and seasonal employment. A temporary position may consist of any number of hours.

396 The City will comply with the provisions of the Patient Protection and Affordable Care Act, as
397 amended (PPACA) when determining eligibility for insurance benefits. Employees must contact
398 the Human Resources department for additional information.

399
400 G. Re-employment

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Employees who return to work for the City within 180 days of separation will have prior service credited upon rehire. Eligibility for benefits will remain as before unless not permitted by benefit contract.

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407 **Section 5 Orientation and Training**

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409 A. Purpose

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413

The purpose of orientation is to assist new employees in adjusting to their positions and the work environment. Objectives of the orientation program are as follows:

414 1. Provide each new employee with the information needed to become familiar with the work,
415 the City and co-workers.

416
417 2. Provide channels of communication through which new employees can obtain information
418 and answers to questions involving their work and policies of the City.
419

420 B. Responsibilities
421

422 Responsibilities for new employee orientation are shared by the Human Resources Director and
423 the supervisors. The Human Resources Director or designee provides information in the following
424 areas during the first week of employment.

- 425 1. Organization and functions of the City.
- 426 2. Hours of work; overtime, if applicable; attendance policies.
- 427 3. Salaries, wages, and pay dates.
- 428 4. Benefits such as medical, life, dental, retirement, disability, etc.
- 429 5. Leave policies (vacation, holidays, etc.).
- 430 6. Other personnel forms and procedures.

431
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436
437 The new employee's supervisor is responsible for the following areas of orientation to be covered
438 during the first week of employment.

- 440 1. Review job description.
- 441 2. Tour the facility or work area, pointing out equipment and operations that affect the
442 employee's job.
- 443 3. Provide or ensure that hazard communication training is provided in accordance with the
444 City's safety program and instruction on use of personal protective equipment, if applicable
445 to the position.
- 446 4. Introduce employee to co-workers, procedures and equipment necessary for the work
447 environment.
448
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451
452
453 C. Training
454

455 The purpose of training and education is to encourage all employees to further their education in
456 subjects relating to their current job position and to broaden their knowledge and skills in
457 preparation of potential job responsibilities within the City. Objectives of the training program
458 are as follows:
459

- 460 1. City sponsored and/or required training shall be arranged during regularly scheduled work
- 461 hours if possible. Such training shall be recorded as time worked.
- 462
- 463 2. Cost for attending the training sessions must be approved by the Department Director prior
- 464 to registering.
- 465
- 466 3. A training program requiring out-of-state travel must have approval from the City Manager
- 467 or designated representative prior to registration.
- 468
- 469 4. Supervisors should notify the Human Resources Office regarding employees who attend
- 470 and complete training sessions so the information can be noted in their personnel file.
- 471

472 D. Tuition Reimbursement

473
474 The City will reimburse, to the maximum extent consistent with budget limitations, tuition and
475 outlined core costs incurred by each eligible employee who enrolls in a municipal government job-
476 related function degree plan (bachelor's or master's)- for a City approved course of study as
477 outlined below:

- 478
- 479 1. All City employees with at least six (6) months of full-time employment are eligible.
- 480
- 481 2. Courses must be taken from an accredited state supported institution or from a privately
- 482 accredited institution with the understanding that reimbursement will be based on state
- 483 supported institution rates.
- 484
- 485 3. Reimbursement Request Form must be approved and signed by the Department Director
- 486 and City Manager prior to enrollment.
- 487
- 488 4. Employees will be reimbursed for ~~70% of~~ mandatory fees and costs of tuition for approved
- 489 courses where a "CB" average or better or a "B" for graduate courses is attained.
- 490 Employees will not be reimbursed for transportation, books, parking, or for expenses paid
- 491 for by other financial assistance, such as Veterans' Assistance or scholarships. Maximum
- 492 reimbursement per employee is ~~\$500.00~~ two courses per ~~fiscal year~~ semester not to exceed
- 493 \$1,500. ~~and~~ E-employee must be actively employed with the City at time of reimbursement.
- 494 An official grade report and the signed Reimbursement Request Form must be submitted
- 495 to the Department Director within thirty (30) days of issuance of grades, which will then
- 496 be forwarded to the Human Resources Office for reimbursement.
- 497
- 498 5. Employees who leave employment with the City within six months of completing a course
- 499 will be required to reimburse the City for their most recent course(s) completion.
- 500

501 **Section 6 General Work Rules**

502 A. Work Hours and Attendance

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- 1. Responsibilities.
 - a. Regular and prompt attendance at work is required of all employees of the City. Employees are required to be at their workplaces in accordance with the work schedules established for their division or facility unless officially excused by the responsible supervisor.
 - b. Supervisors, through the normal chain of command, shall ensure that absences from duty and the reasons for the absences are recorded on time reports or other documents as needed.
 - c. Failure to report to work for three (3) continuous days without notifying the employee’s supervisor will constitute job abandonment. This will result in the employee’s immediate termination.
 - d. The hours during which offices, facilities, and divisions are open for business are determined by the City Manager.
 - e. Supervisors shall implement, through the normal chain of command, alternative schedules to provide for other specific requirements of the division or facility.
 - f. Individual employees may be directed to work special hours or shifts as determined by the needs of the City.
 - g. The various departments will determine mealtimes. Breaks will be short and infrequent for personal convenience not to exceed fifteen (15) minutes in a four (4) hour period.
 - h. State and federal law require that a nursing mother be provided a reasonable break time in order to express breast milk for her nursing child for up to one (1) year after the child’s birth or adoption (as applicable) each time such an employee has a need to express the milk. The City will provide a private, secure location, other than a restroom, with a separate refrigerator in the employee’s building for this purpose. The space provided will be one that can be made available to the employee as needed, is shielded from view, and free from intrusion from co-workers or the public. The employee and her supervisor will agree on the times for these breaks. In order to prepare such a designated space, the City requires advance notification (that an employee is requesting this break time) so that space can be designated and prepared within a facility. For the purposes of this policy, a written request directed to Human Resources will suffice. Human Resources will work with the Department Director to ensure that an adequate space is prepared and maintained for the duration of the period of time expressing is requested. Breaks taken for the purpose of expressing breast milk will run concurrently, not in addition to, other breaks taken throughout the day.
- 2. Inclement Weather
 - a. If inclement weather circumstances prevent, or are expected to prevent, an employee

552 from reporting to work as scheduled, the employee must notify the appropriate
553 supervisor as soon as possible, preferably before the scheduled work period. Essential
554 personnel, as designated by the City Manager, may be required to report to work
555 regardless of inclement weather or other circumstances.

556
557 b. The City Manager may authorize excused absences [\(the employee will use their](#)
558 [accrued vacation, holiday or compensatory leave\)](#) or alternative schedules for safety
559 considerations due to inclement weather, road or other conditions.

560
561 3. Overtime.

562
563 a. Employees are expected to work overtime, when necessary, as determined and
564 approved by the supervisor.

565
566 b. Overtime work is not a right and will be acceptable only for the good of the City when
567 approved by the supervisor [\(as stated under Section 9. Compensation, C.2.a.\)](#).

568
569 c. Supervisors shall notify employees of the necessity for overtime work in advance, if
570 possible. During emergency situations, employees are expected to stay after normal
571 work hours or to report to work before or after regular work hours with little or no
572 advance notice.

573
574 B. Outside Employment

575
576 1. Definitions.

577
578 a. Holding a position with the City is the primary employment for regular full-time
579 employees.

580
581 b. Outside or secondary employment (including self-employment) includes any job or
582 position in which an employee provides goods or services in consideration of payment
583 of any type.

584
585 2. Considerations.

586
587 a. Employees may be allowed to pursue outside employment (secondary employment)
588 only when such employment does not interfere with, or adversely affect, the employee's
589 ability to perform assigned duties in the operation and business of the City. Work
590 requirements, including overtime and availability for emergency recall, have
591 precedence over any outside employment.

592
593 b. An employee engaging in outside work during non-scheduled work hours must notify
594 his or her supervisor in writing prior to engaging in outside or secondary employment
595 (including self-employment).

596
597 c. Authorization to work at an outside job may be rescinded at any time by the City.

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d. Outside employment and outside activities that constitute a conflict of interest with the purposes and mission of the City are prohibited. City employment duties shall take priority over outside employment duties.

3. Sworn Police and Fire Department employees shall refer to department specific policies regarding outside employment.

C. Employee Safety

1. Commitment to safety of self, fellow workers, the public, property, tools and equipment is a fundamental condition of employment with the City. In the performance of duties, employees are expected to observe safety practices, rules and operating procedures, as well as instructions relating to the efficient performance of their work.

2. Responsibilities. All employees are expected to carry out the following responsibilities:

a. Review safety procedures and make plans to perform assigned work in a safe manner, after prior consultation with their supervisor when appropriate.

b. Follow safety procedures and take an active part in protecting oneself, fellow workers, the public, equipment and facilities.

c. Report all accidents, injuries and illnesses immediately to the responsible supervisor.

d. Render first aid according to safety training and common sense. Call for emergency assistance when needed.

e. Report immediately to the responsible supervisor all-unsafe conditions encountered.

f. Attend safety-training meetings when requested.

g. If prescribed or over the counter medication or alcohol have been used off the job, it is the responsibility of the employee to report to work without any side effects that could impair the employee's ability to function safely and efficiently and notify the supervisor in writing of the use and any known side effects which could affect safety or performance.

h. Maintain all work areas, tools, equipment and facilities in a clean, orderly, and safe condition.

3. Due to the length and complexity of topics, the City's Safety Program may be published in separate documents and directives. Responsibilities of supervisors and all other personnel are as delineated in the City's Safety Program.

643 D. Use of Equipment and Property

644

645 1. Standards and Responsibilities.

646

647 a. Employees may not operate any vehicle, operating equipment, construction equipment,
648 or machine unsupervised until they have attained the necessary skills and proficiency
649 as determined by the responsible supervisors. Further, employees must have required
650 driver or operator certificates.

651

652 b. For certain positions, employees are required to hold a valid Commercial Driver
653 License (CDL) in order to perform their normal duties. The City will, upon renewal of
654 such license and presentation of written proof of same, reimburse such employee an
655 amount equal to the difference in the cost of the CDL type license and that of an
656 ordinary Class 'C' license. Also, an employee will be allowed up to two hours of regular
657 paid work time, if needed, to renew a CDL type license required by the City.

658 c. Employees may use equipment of the City only for its intended purpose. Users are
659 responsible for the proper maintenance and care of the equipment.

660

661 d. Employees may not use equipment, vehicles, tools, material, or other property of the
662 City for personal use, either on the premises of the City or elsewhere.

663

664 e. Equipment, vehicles, tools, material, or other property of the City may not be removed
665 or appropriated for the personal use or gain of an employee or others.

666

667 E. Solicitation

668

669 1. Definition.

670

671 "Solicitation" means any oral or written communication that requests or encourages
672 contributions of money, time, or other items of value for: any fund or collection;
673 participation in any organization; or purchase of any merchandise or service.

674

675 2. Conditions.

676

677 a. Unauthorized solicitation of employees by vendors on the premises of the City facilities
678 is prohibited.

679

680 b. Solicitations for recognized charities and other purposes must be authorized in writing
681 by the City Manager prior to engaging in solicitation.

682

683 F. Residency Requirement or Reasonable Response Time

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685 Residency requirements or Reasonable Response Time for employees of the City shall be
686 based entirely on the requirements of the position held by the employee. Unless specifically
687 required by the City Manager or as a condition of employment in a certain position, an
688 employee is encouraged, but not required, to live within the boundaries of the City and/or be

689 able to arrive at their workstation from their residence within a reasonable period of time
690 (usually thirty minutes) when called in for operational purposes.

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694 G. Tobacco Use

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696 This policy is to ensure the health of non-tobacco using employees while safeguarding the
697 City’s facilities and equipment from smell and/or damage caused by the use of tobacco
698 products.

700 1. The use of all tobacco products (smoking, smokeless or electronic) is prohibited within any
701 municipal facility, City vehicle, or enclosed piece of equipment.

702
703 2. Areas will be designated for smoking at each City facility. Employees will be able to use
704 these areas during their break periods or meals.

705
706 H. Employee Weapons Policy

707
708 Unless specifically authorized by the City Manager, no employee, other than a City of Corinth
709 licensed peace officer, shall carry, store, use or possess a firearm or other prohibited weapon
710 on City property.

711
712 1. "City property" includes but is not limited to City owned or leased vehicles, buildings and
713 facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation
714 centers, and parks, including leased property.

715
716 2. This ban excludes possessing or storing guns or firearms in employees' locked personal
717 vehicles in City parking lots, parking garages, and parking areas.

718
719 3. Employees, other than City of Corinth licensed peace officers, are also prohibited from
720 carrying a "prohibited weapon" while on duty or at any time while engaging in City-related
721 business.

722
723 4. "Prohibited weapons" include firearms, clubs, explosive devices, knives with blades
724 exceeding 5 ½ inches, switchblades, etc., as defined by Texas Penal Code Sections 46.01
725 and 46.05, as amended.

726
727 I. Telecommuting

728
729 The City considers telecommuting to be a viable, flexible work option that will help employees
730 accomplish their work effectively without disruption to City Services. Telecommuting may be
731 appropriate for some employees and jobs but not for others, depending, for example, on the
732 essential functions of the position and the employee’s experience with the city in the particular
733 position. Telecommuting is not an entitlement, it is not a Citywide benefit, and it in no way
734 changes the terms and conditions of employment with City of Corinth.

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A. Purpose and Scope

- 1. The City considers the work alternative of telecommuting which would allow employees the ability to work from home or a remote location when it is mutually beneficial to the organization and the employee and when it complies with guidelines as set forth by the City. Eligible employees may telecommute up to a maximum of two (2) days per workweek.
- 2. Telecommuting is not a widespread employee benefit, but an alternative method of meeting the needs of the City. Since telecommuting is a privilege, the organization has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.
- 3. Department Directors will contact the Human Resources Director to determine if an employee is eligible to be placed in a telecommuting assignment. Department Directors will be guided in their decision-making by their assessment of job duties that may be conducive to working remotely and operational needs assessments. All telecommuting assignments regardless of its basis must be approved by the Department Director and the Human Resources Director. Because the City provides essential services to members of the community, there are positions at the City that require the employee to be physically present in the workplace. Employees are not required to telecommute, and employees have the right to decline to telecommute if the option is made available to them. Employees who do choose to telecommute have the right to cease telecommuting and return to his or her former in-office work pattern at any time.
- 4. Department Director’s request for an employee to telecommute for more than two (2) days, will require the City Manager’s approval in addition to the Human Resources Director’s approval.

B. Job Responsibilities and Regular Communication:

- 1. While telecommuting, employees must perform the full range of their normal job duties. Employees and supervisor should maintain communication throughout the workday, through email, by phone, video chat or other means. Managers and supervisors will be expected to establish and communicate work expectations of employees working remotely, including setting work priorities, deadlines and reviewing work assignments.
- 2. The duties, responsibilities, and conditions of employment remain the same as if the employee was working at their regular work site. Job responsibilities, standards of performance and performance reviews remain the same as they would be if the employee was working at the regular City work site. The employee shall comply with all City policies and procedures while working at home or in an alternate location.
- 3. Supervisors and managers shall ensure that telecommuting employees meet expectations and successfully execute their job duties. Supervisors and managers shall

781 ensure that productivity and service quality is maintained while employees are
782 telecommuting.

783
784 4. Departmental requirements take precedence over the schedule and telecommuting
785 arrangements specified in the Telecommuting Agreement if there is a scheduling
786 conflict. Management will provide the employee with advance notice, if at all possible,
787 when flextime schedules or telecommuting must be curtailed. Employees are required
788 to report to the office when requested.

789
790
791 C. Work Schedules and Time Worked.

792
793 1. Telecommuting employees must coordinate with their supervisor the set hours that will
794 be devoted to performing their work. Start and end times for telecommuting employees
795 should be communicated in advance and should be consistent from day-to-day, as much
796 as possible. As approved by the employee’s supervisor, an employee’s start time and
797 end time may be permitted to be different from the employee’s normal hours when
798 working on-site.

799
800 2. Employees who are not exempt from overtime requirements under the Fair Labor
801 Standards Act (FLSA) will be required to accurately record all hours worked.
802 Employees should coordinate with their supervisor for any periods of time during the
803 workday when they will not be working. Any overtime must be authorized in advance
804 by the employee’s supervisor.

805
806 3. Employees exempt from FLSA should record any full-day absences with paid leave on
807 the bi- weekly timesheet in accordance with normal protocols.

808
809 D. Equipment and Tech Support.

810
811 1. Electronic equipment needed for employees to telecommute will be supplied by the City
812 to the extent resources are available. In certain circumstances and/or if sufficient
813 resources are not available, employees may be required to use their personal phones,
814 computers, or other equipment. Equipment supplied by the employee, if deemed
815 appropriate by the organization, will be maintained by the employee. The City accepts
816 no responsibility for damage or repairs to employee-owned equipment and reserves the
817 right to make determinations as to appropriate equipment, subject to change at any time.
818 Equipment supplied by the City is to be used for business purposes only. The employee
819 must sign inventory Telecommuting Assignment Form with an inventory of the City
820 property authorized for telecommuting use and thereby agree to take appropriate action
821 to protect the items from damage or theft. All City-owned equipment issued to an
822 employee must be returned immediately at the conclusion of the telecommuting
823 arrangement. Employees are responsible for both providing access to and ensuring the
824 adequacy of internet bandwidth suitable for any work performed at an alternate work
825 location.

826

827 2. The City will provide employees with appropriate office supplies (pens, paper, etc.) as
828 deemed necessary. Telecommuting employees will establish an appropriate work
829 environment within the remote work-space including but not limited to desk, tabletop,
830 or other location that provides optimal work productivity. Given the nature of this
831 program, employees are not expected to purchase furniture or equipment to arrange a
832 home workspace.

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836 E. Security

837
838 1. Consistent with the City’s expectations of information security for employees working at the
839 office, telecommuting employees are expected to ensure the protection of City information
840 accessible from their home office and abide by applicable City policies to that effect.
841 Necessary security steps include appropriate network security measures, regular password
842 maintenance, and any other measures appropriate for the job and the environment.

843
844 F. Safety

845
846 1. Employees are expected to maintain their home workspace in a safe manner, free from safety
847 hazards. Injuries sustained by the employee in a home office location and in conjunction with
848 his or her regular work duties may be covered by Workers’ Compensation. Telecommuting
849 employees are responsible for notifying their supervisor of such injuries within 24 hours of
850 the incident. The City assumes no liability for injuries that occur outside the performance of
851 the employee’s duties and/or outside the employee’s scheduled telecommuting hours.

852
853 2. Employees are prohibited from having face-to-face meetings regarding City business in their
854 homes. Rather, employees shall opt to use video or phone conferencing. The City will not be
855 liable for any injuries sustained by visitors to an employee’s home worksite

856
857
858 **Section 7 Drug Free Workplace**

859
860 **A. Purpose and Scope**

- 861
862 1. The policy of the City is to maintain a safe and healthy working environment for all
863 employees. The use of drugs and other substances covered by this policy is inconsistent
864 with the standards of the City and the behavior expected of all employees.
865
866 2. Specific purposes of this policy are to:
867
868 a. Establish and maintain a safe, healthy working environment for all employees;
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870 b. Ensure the reputation of the City and its employees;
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872 c. Reduce unsafe conditions and the number of accidental injuries to persons or property;

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d. Reduce absenteeism and tardiness; and

e. Provide for a testing process.

- 3. This policy establishes expected standards of conduct for all employees, and it states the potential disciplinary actions that may be taken if the standards are violated. The City is also concerned with prevention of substance abuse and will provide information and education on the dangers of drugs. The City expects all employees to enthusiastically support this policy and to be alert to any possible dangers or abuses related thereto.
- 4. The requirements of this policy extend to the abuse of all substances, such as, but not limited to, abuse of alcoholic beverages, inhalants, prescription, or other drugs and illegal drugs.
- 5. Medical Marijuana. Texas recognizes the use of low-THC medical marijuana for persons enrolled in the Compassionate Use Registry, for whom the drug was prescribed by a physician through the Compassionate Use Program, and which was obtained from a State of Texas-authorized dispensary. While some other states permit marijuana use, marijuana is still illegal under Texas state law, other than the narrow exception above and under federal law. Employees in safety sensitive positions, and/or those subject to random, reasonable suspicion or post-accident testing will be tested for the presence of THC (marijuana), as provided in Section 7.D for the Personnel Policy Manual.

B. Standards of Conduct

- 1. The following rules represent the policy of the City on substance abuse. They are effective immediately and will be enforced uniformly with respect to all employees.
- 2. All employees are prohibited from being under the influence of alcohol, inhalants, or illegal substances during working hours.
 - a. The sale, possession, transfer, or purchase of illegal drugs on the property or while conducting business for the City is strictly prohibited. Such action will be reported to the appropriate law enforcement officials and may result in termination of employment.
 - b. No alcoholic beverage will be opened or consumed on the premises of the City.
 - c. Any employee using prescription or other drugs that may affect safety or impair work performance shall notify his or her supervisor in writing upon reporting to work. The supervisor shall immediately provide this information to the Human Resources Director for documentation in the employee’s file.

917 d. To assure a safe working environment for all employees and the public, any employee
918 who is aware of substance abuse among employees is obligated to make a confidential
919 report to the appropriate supervisor.

920
921 3. Any employee who violates these standards will be subject to disciplinary action, including
922 termination in accordance with the established policies of the City.

923
924
925 C. Treatment

926
927 1. Employees who feel they have developed an addiction to or dependence on alcohol,
928 inhalants, or drugs are encouraged to seek assistance.

929
930 2. Rehabilitation itself is the responsibility of the employee. Employees seeking medical
931 attention for addiction are entitled to benefits under the group medical insurance plan of
932 the City, as outlined under the provisions of that plan.

933
934 D. Testing

935
936 1. Pre-Employment Drug Testing. As indicated in the Conditions of Employment (Section
937 4.D), all applicants applying for positions that have a direct impact on the public’s health,
938 safety and welfare through products or services provided by the City who receive a
939 conditional offer of employment with the City must first pass a pre-employment drug test
940 before employment may begin. The City will not hire any applicant who refuses to take
941 the pre-employment drug test.

942
943 2. Post-Accident Testing. Drug/Alcohol testing shall be conducted when an employee’s
944 conduct may have contributed to a job-related accident. This policy shall also apply if the
945 employment related accident results in damage to personal or City property in excess of
946 \$200, or injury to any person that requires medical attention. Prior to requiring an employee
947 to submit to a drug test, the supervisor shall discuss the matter with the Human Resources
948 Director. Any decision not to administer a drug test under this policy shall be made by the
949 supervisor and reported in writing to the Human Resources Director.

950
951 3. Reasonable Suspicion. When a supervisor has reason to believe that an employee, at work,
952 when reporting to work, or when conducting City business appears to be under the
953 influence of alcohol or drugs, the employee will be required to take a drug and/or alcohol
954 test. The employee’s actions and appearance that cause the supervisor to have
955 individualized suspicion that the employee is under the influence of alcohol or drugs shall
956 be documented in writing and immediately forwarded to the Human Resources Director.

957
958 4. Random Testing. Employees assigned to positions that have a direct impact on the public’s
959 health, safety and welfare through products or services provided by the City, including
960 those with commercial driver licenses, may be subject to periodic or random testing. The
961 City Manager shall designate the positions subject to such testing. The City uses computer
962 software that randomly selects employees for drug testing. For those employees with

963 commercial driver licenses, random drug testing will be administered according to the
964 general guidelines of the Department of Transportation Random Drug Testing Program.

965
966 5. The City will designate the medical clinic to perform any required testing and is responsible
967 for the cost of any required testing.

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972 **Section 8 Code of Ethics**

973
974 A. Purpose

975
976 The purposes of this policy are as follows:

- 977
978 1. To provide guidance to employees regarding standards of ethical conduct and procedures
979 for avoiding conflict of interest; and
980
981 2. To maintain a professional climate for efficiently conducting the business affairs of the
982 City; and
983
984 3. To instill public confidence in the City by helping attract competent and principled
985 individuals as employees.

986
987 B. Truthfulness

988
989 All employees are expected to demonstrate the highest levels of integrity, honesty, and
990 truthfulness. Employees are expected to refrain from knowingly making false or misleading
991 statements that are reasonably calculated to maliciously or falsely, directly or indirectly, injure the
992 professional reputation, authority, or employment status of other employees.

993
994 Employees are prohibited from failing to disclose, misrepresenting material facts, or making any
995 false or misleading statement on any job application, or other official document, report or form, or
996 during the course of any City investigation.

997
998 C. Commitment

999
1000 Every person that accepts appointment as an employee of the City does hereby commit to honor
1001 the ethical traditions and policies of the City as follows:

- 1002
1003 1. To conduct the duties of his/her position in a business-like manner for the best interest of
1004 the City;
1005
1006 2. To avoid partisan or political actions that are inconsistent with the City's responsibility to
1007 provide first class service equally to all members and customers;
1008

- 1009 3. To not accept or solicit any gift, favor, or service that may tend to influence the
1010 performance of official duties;
- 1011
- 1012 4. To not accept or solicit employment or personal business activity which one could
1013 reasonably expect to require or induce him/her to disclose confidential information of the
1014 City;
- 1015
- 1016 5. To not accept other employment or compensation which could reasonably be expected to
1017 impair his/her judgment in the performance of official duties;
- 1018
- 1019 6. To not engage in any business ventures which could reasonably be expected to create
1020 substantial conflicts between his/her private interest and the public interest; and
- 1021
- 1022 7. To not intentionally or knowingly solicit, accept or agree to accept any benefits for having
1023 exercised his/her official powers or duties in favor of another person.
- 1024

1025 D. Conflict of Interest

1026
1027 Employees of the City will endeavor to avoid conflicts of interest with the purposes and mission
1028 of the City and to conduct themselves according to the highest standards of public service.
1029 Nonetheless, it is expected that certain conflicts may arise in the normal course of business and
1030 personal life; and such conflicts should never deter principled and competent individuals from
1031 providing public service to the City.

1032
1033 When an employee becomes aware that the City is considering a transaction related to a business
1034 entity or real property in which the employee has a substantial interest, the employee will disclose
1035 such interest to his/her immediate supervisor and shall not participate in recommendations,
1036 approvals or decisions related to such transactions with the business entity or regarding real
1037 property.

1038
1039 E. Personal Financial Interests (Substantial Interest)

1040
1041 The term "substantial interest" is defined as a direct or indirect pecuniary benefit. Following are
1042 examples of situations that constitute conflicts of interest involving financial transactions of the
1043 City.

- 1044
- 1045 1. In proposed transactions with any business entity:
- 1046
- 1047 a. If the employee (or family member) owns 10 percent (10%) or more of the voting
1048 interest or shares of the business entity or owns more than twenty-five thousand dollars
1049 (\$25,000.00) of the equity, or market value of the entity, or
- 1050
- 1051 b. Funds received by the employee (or family member) from the business entity exceed
1052 10 percent (10%) of the person's gross income during the previous year.
- 1053
- 1054 2. In real property, if the employee (or family member) owns more than five thousand dollars

1055 (\$5,000.00) interest in the fair market value of the real property.

1056
1057 3. The matter of substantial interest shall apply to the employees of the City and to their
1058 immediate family members. Immediate family member is defined as spouse, parent,
1059 parent-in-law, brother, sister, brother-in-law, sister-in-law, child, stepchild, son-in-law and
1060 daughter-in-law.

1061
1062
1063
1064 **F. Business Gifts and Entertainment**

1065
1066 1. Employees shall not solicit, offer, accept, or agree to accept in any fashion, benefits or gifts
1067 of value from a person or supplier of goods and services or other organizations doing
1068 business with the City.

1069
1070 2. The prohibition against gifts or favors as stated above in F.1. shall not apply to an
1071 occasional non-pecuniary gift, valued at less than \$25.00 or an award publicly presented in
1072 recognition of public service provided such gift or favor poses no conflict of interest and
1073 is within customary business relationships.

1074
1075 **G. Responsibilities**

1076
1077 All employees are prohibited from the use of unprofessional speech including profanity and
1078 vulgarity in the form of racial slurs, religious intimidation, sexually explicit “jokes” or comments,
1079 or for an otherwise legally prohibited derogatory purpose.

1080
1081 All employees are expected to present a professional demeanor and appearance in all interactions
1082 with co-workers, supervisors, public officials, and citizens. All employees are further expected to
1083 adhere to the highest standards of conduct in the business affairs of the City and in the fulfilment
1084 of their duties. If an employee has any doubt about the appropriateness of any action or business
1085 relationship, the employee should discuss the situation with his or her supervisor. An employee
1086 should report to his or her immediate supervisor any action or offer that appears to constitute a
1087 conflict of interest or a violation of this policy.

1088
1089
1090 **Section 9 Compensation**

1091
1092 **A. Purpose**

1093
1094 It is the intent of the City to comply with all state and federal laws governing employee
1095 compensation, including the Fair Labor Standards Act, as amended (FLSA). The FLSA establishes
1096 minimum wages, overtime, records keeping, and child labor standards. The FLSA provides that
1097 executive, administrative, and professional employees (salaried employees) are exempt from the
1098 Act's overtime requirements.

1099

1100 B. Determination of Exempt/Nonexempt Status

- 1101
- 1102 1. The Human Resources Director shall determine whether or not a position is exempt or
- 1103 nonexempt under the FLSA. Requests to review the status of a position must be submitted
- 1104 in writing to the Human Resources Director. The Human Resources Director may also
- 1105 conduct audits when deemed necessary to review the status of particular positions.
- 1106
- 1107 2. The Human Resources Director will maintain an up-to-date list of the City's exempt and
- 1108 nonexempt positions.
- 1109

1110 C. Work Hours and Overtime

- 1111
- 1112 1. Work Period.
- 1113
- 1114 a. All regular employees have an established work period (week) of seven consecutive
- 1115 days, Monday through Sunday of each week. One work period shall be used to
- 1116 calculate overtime wages. Work hours and schedules shall be determined generally in
- 1117 accordance with the policies contained in Section 6 of this Manual.
- 1118
- 1119 b. In any given work period, all hours worked over 40 by nonexempt employees shall be
- 1120 paid at one and one-half times the regular rate. These hours will be adjusted according
- 1121 to legal exemptions for fire or police personnel.
- 1122
- 1123 c. Designated Police and Fire department personnel have an established work period of
- 1124 fourteen consecutive days, Monday through Sunday. Designated Fire department
- 1125 personnel earn overtime wages when the hours worked exceed 106 hours during the
- 1126 work period. Designated Police personnel earn overtime wages when the hours worked
- 1127 exceed 80 hours during the work period.
- 1128
- 1129 2. Administrative Guidelines.
- 1130
- 1131 a. Except under urgent emergency conditions, all overtime hours must be authorized in
- 1132 advance. Nonexempt employees are prohibited from working in excess of their
- 1133 regular workweek at their own initiative.
- 1134
- 1135 b. Averaging of hours worked over two (2) work periods to determine eligibility for
- 1136 overtime pay or compensatory time is not allowed. Except for designated Police and
- 1137 Fire personnel with a work period of fourteen consecutive days.
- 1138
- 1139 c. Vacation leave, civil leave, bereavement leave and holiday leave shall count as hours
- 1140 worked toward the calculation of overtime. All other leave types shall not count as
- 1141 hours worked toward the calculation of overtime.
- 1142
- 1143 d. Supervisors, through the normal chain of command, shall ensure that overtime hours
- 1144 are recorded on time reports and other applicable documents.
- 1145

- 1146 3. Compensatory Time.
- 1147
- 1148 a. Compensatory time may be earned in lieu of overtime as allowed under the FLSA.
- 1149
- 1150 Fire Department personnel assigned to a 56-hour workweek will be paid for ALL
- 1151 overtime.
- 1152
- 1153 b. Compensatory time earned shall accrue at a rate of one and one-half times the approved
- 1154 hours worked.
- 1155
- 1156 c. Compensatory time is not to be considered hours worked for determination of overtime
- 1157 pay.
- 1158
- 1159 d. The supervisor, prior to the performance of work, must authorize the accrual of
- 1160 compensatory time in the same manner as authorization for overtime.
- 1161
- 1162 e. A maximum balance of 40 hours of compensatory time may be accrued by nonexempt
- 1163 employees. No additional compensatory time shall accrue until the employee's
- 1164 compensatory time balance falls below this maximum and employees will be paid at
- 1165 their overtime rates if required to work hours in excess of those outlined in this section
- 1166 above.
- 1167
- 1168 f. An employee who has accrued compensatory time may request, in advance, the use of
- 1169 compensatory time off at any time consistent with the needs of the City. The City will
- 1170 allow for the use of compensatory time within a reasonable period after the request is
- 1171 made, unless the employee's absence from work would disrupt City operations.
- 1172
- 1173 g. Upon termination of employment, nonexempt employees will be paid for unused
- 1174 compensatory time at the final regular rate received by such employee.
- 1175
- 1176 h. Nonexempt employees who are promoted or reclassified into an exempt position shall
- 1177 receive payment for all accrued compensatory time prior to the effective date of the
- 1178 promotion. Compensatory time is not expected to be transferred within departments.
- 1179
- 1180 4. Holiday Pay.
- 1181
- 1182 a. City employees shall receive eight (8) hours "holiday pay" for each City holiday.
- 1183
- 1184 b. Because of its operational needs and requirements, the City may require that certain
- 1185 employees work on holidays. These employees, in addition to receiving holiday pay,
- 1186 will also be paid at one and one-half (1.5) times the employee's regular rate of pay for
- 1187 those hours worked in excess of their established work period as specified in Section
- 1188 9.C.1 of this Manual
- 1189

1190 c. Fire department employees assigned to a 56-hour workweek accrue 11 twelve-hour
1191 holidays per year. All holiday time must be taken within one year from the date it is
1192 accrued.

1193
1194 5. On-Call Pay.

1195
1196 a. Only public works department employees are eligible to be assigned on-call duty. All
1197 other employees are only subject to call back to work for emergency purposes or
1198 unforeseen circumstances.

1199
1200 b. Nonexempt public works employees who are required to remain in an on-call status.
1201 Employees will receive one hour of regular pay for each day they are assigned to be
1202 on-call.

1203
1204 c. On-call status is defined as the twenty-four (24) hour period beginning at the start of a
1205 business day (or a specified shift) and continuing through the following morning. The
1206 supervisor shall determine the period of on-call.

1207
1208 d. Employees in on-call status must be able to be contacted and to respond within the time
1209 frame established by the supervisor.

1210
1211 e. Employees are expected to be fit for duty at all times while on call.

1212
1213 f. While on call and for four (4) hours prior to being on call, employees are prohibited
1214 from drinking alcoholic beverages. In addition, employees should not take any
1215 prescription drug that adversely affects his or her ability to safely and effectively
1216 perform his or her job duties.

1217
1218 g. Employees in on-call status who fail to respond, or if unable to be contacted at any time
1219 during that status, shall forfeit their claim to on-call pay and be removed from the on-
1220 call list for that assigned interval. Failure to respond may subject the employee to
1221 disciplinary action.

1222
1223 h. On-call pay is received in addition to any other compensation and is not used in
1224 calculation of the overtime rate.

1225
1226 i. Employees who are assigned to on-call duty and are required to report to work for
1227 operational or emergency purposes during non-scheduled work hours, shall receive a
1228 minimum of two-hours pay for that day. These two hours of pay is in addition to the
1229 on-call pay described in Paragraph b. of this section.

1230
1231 j. Actual hours worked, including the two-hour minimum, will count as hours worked
1232 when calculating overtime. Only one two-hour minimum will apply in a given
1233 workday, even if more than one call-out is experienced.

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1235 6. Call Back Pay.

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- a. Due to emergencies or other unforeseen conditions, all employees are subject to call back to work.

Employees who are able to return to work shall be compensated for all hours worked, beginning at the time they leave for work, with pay for non-exempt employees. Employees may be assigned “call-back” duty but are considered off-duty unless they are called and are able to return to work. In the event an employee is assigned “call back” duty and is not able to return to work or does not reasonably respond to a call to return to work may be subject to discipline under these policies. Departments may also establish guidelines for what is considered a reasonable time to both respond to a call to return to work and to appear at the assigned work site.
- b. Employees who are called back to work during non-scheduled work hours shall be compensated for a minimum of two (2) hours with pay in the case of non-exempt employees.
- c. Travel time in response to the callback is considered work time and is included in the minimum two (2) hours provided by this policy.

D. Receiving Pay

1. Pay Period.

- a. The City provides a systematic and organized approach for the administration of pay for its employees on a bi-weekly basis.
- b. The bi-weekly pay period shall be divided into two workweeks of Monday through Sunday.

2. Pay Day.

- a. The official payday for employees of the City will be on the Friday following the close of the bi-weekly pay period.
- b. When the official payday falls on a holiday, the payday will be observed the day before the holiday.
- c. The City pays employees by direct deposit or check.

E. Certification Incentive Pay

When an employee has or earns an additional license(s) or certification(s) related to the position, which license(s) or certification(s) exceeds what is required for the employee's position, and the license(s) or certification(s) can be used to the benefit of the City, the City offers a monthly incentive pay.

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1. For each additional license or certification that is held or obtained, other than those required of the position, an incentive monthly amount for each license will be granted.
2. The total certification incentive pay received shall not exceed \$90.00 per month for all such additional licenses or certifications. [Public Works department employees' certifications and pay are contained in the Public Works Progression Plan and Additional Pay-for-Knowledge Pay Incentive document as approved by the City Manager.](#)
3. [An additional certification incentive pay shall not exceed \\$100 per month for police and fire employees on the Police Pay Schedule or the Fire Pay Schedule \(step pay plans\) for Master Fire Fighter and Peace Officer license or certification.](#)
4. A copy of all licenses or certifications required for the employee's position and for which the employee is being compensated shall be forwarded to the Human Resources Director. Employees shall maintain current for all those licenses or certifications required for the employee's position. The City will be responsible for costs related to required employee training and renewal of operator certifications required for the position provided the employee attends a sufficient number of training sessions. The appropriate supervisor will determine the number and type of sessions.
5. Employees that fail to renew an optional certification for which they are being compensated under this policy must immediately notify the Human Resources Director so that the incentive pay can be discontinued.

F. Education Pay

To encourage employees to continue their education, the City offers a monthly incentive pay.

1. Regular full-time employees (except positions that require a degree, the City Manager, and Department Directors) are eligible for education pay.
2. Education pays of \$100.00 per month will be awarded to eligible employees who have obtained a bachelor's or master's degree from an accredited institution of higher learning. Education pay maximum will not exceed \$100.00 per month.
3. It is the employees' responsibility to furnish documentation that proper accreditation was in place at the time they obtained the degree.

G. Longevity Pay

To compensate employees for their length of service to the City, longevity pay is calculated at \$6.00 per month of employment. It is paid on the Wednesday before Thanksgiving and employees must have been employed with the City more than six months on the day payment is issued.

1327 H. Separation Pay

- 1328
- 1329 1. Separation pay includes any accrued leave or compensatory time for non-exempt
- 1330 employees and any applicable accrued leave for employees eligible for paid leave under
- 1331 the City's leave policies.
- 1332
- 1333 2. The City will compensate employees for any unused vacation leave up to two times their
- 1334 annual vacation accrual upon retirement or termination, provided the employee has worked
- 1335 a minimum of six (6) months for the City.
- 1336
- 1337 3. The City will compensate employees for any unused sick leave up to 128 hours (192 hours
- 1338 for Fire Department employees on a 56-hour schedule) upon separation, provided the
- 1339 employee has worked a minimum of five (5) years for the City and is separating in good
- 1340 standing (not terminated for reasons related to misconduct or performance) having given a
- 1341 two-week notice.
- 1342
- 1343 4. Employees cannot use accrued leave (e.g., vacation, holiday, compensatory time) during
- 1344 the last two (2) weeks of employment unless approved by the City Manager. [If the](#)
- 1345 [employee uses sick leave within this period, the employee will be required to provide a](#)
- 1346 [doctor's note.](#)
- 1347
- 1348 5. The City reserves the right to deduct the cost of unreturned City property from the
- 1349 employee's final paycheck. The amount of wages withheld is determined by the
- 1350 replacement cost of the unreturned property. However, the City shall not make deductions
- 1351 which result in the employee's pay falling below the minimum wage or the salary basis
- 1352 test.
- 1353
- 1354

1355 **Section 10 Discipline**

1356

1357 A. Observance of Rules and Policies

1358

1359 Employees who violate work rules or policies of the City are subject to disciplinary action,

1360 including possible termination. Disciplinary action may also be imposed for performance contrary

1361 to training or failure to carry out instructions. Discipline also may result from other unacceptable

1362 conduct or performance, even though not specifically prohibited by a particular work rule or

1363 policy.

1364

1365 B. Responsibilities

- 1366
- 1367 1. Supervisors are responsible for ensuring the proper performance and conduct of employees
- 1368 under their supervision.
- 1369
- 1370 2. Supervisors, through the normal chain of command, are responsible for monitoring
- 1371 disciplinary actions and assisting in handling and documenting discipline.
- 1372

1373 C. General Procedures

- 1374
- 1375 1. When a supervisor determines that disciplinary action may be needed, the supervisor may
- 1376 conduct an interview with the employee for the following purposes:
- 1377
- 1378 a. To allow the employee to explain the circumstance(s) in question, either orally or in
- 1379 writing.
- 1380
- 1381 b. To provide the employee with a clear understanding of the supervisor's observations
- 1382 and expectations.
- 1383
- 1384 c. To proceed with disciplinary action, if warranted.
- 1385
- 1386 2. When disciplinary action against a supervisor or Department Director may be necessary,
- 1387 the next supervisory level up the chain of command shall be responsible for instituting the
- 1388 disciplinary process in consultation with the Human Resources Director. The City Manager
- 1389 may take appropriate disciplinary action against any employee in consultation with the
- 1390 Human Resources Director. All actions taken by the City Manager are final and may not
- 1391 be appealed.
- 1392

1393 D. Forms of Disciplinary Action

1394

1395 The following steps are intended to provide a range of disciplinary actions that may be used to fit

1396 the circumstances of the violation. The steps below will not necessarily be taken in the order listed.

1397 The City may enforce any level of disciplinary action, including immediate termination of

1398 employment, depending upon the severity of the conduct and the employee's work performance,

1399 prior disciplinary history, length of service, and mitigating circumstances, if any. Department

1400 Directors may remove an employee from the worksite with City Manager's approval for up to two

1401 weeks with pay during any investigative process. The disciplinary steps below are not exhaustive,

1402 and the City reserves the right to deviate from the steps below when other forms of discipline are

1403 warranted.

1404

- 1405 1. Written Reprimand – Level I. This step is intended to inform the employee in writing that
- 1406 violations of policy or other conduct are unacceptable. The supervisor prepares a
- 1407 memorandum documenting the questionable actions in as much detail as possible to inform
- 1408 the employee of the unacceptable performance or conduct and potential consequences. The
- 1409 supervisor shall then consult with the next level of supervision, the Department Director,
- 1410 and the Human Resources Director prior to issuing the reprimand. The supervisor shall
- 1411 provide a copy of the memorandum to the employee. The original memorandum will be
- 1412 provided to the Human Resources Office to become part of the employee's personnel file.
- 1413
- 1414 2. Written Reprimand – Level II. This reprimand notifies the employee in writing that poor
- 1415 performance and/or conduct or violation of rules or policies has jeopardized the employee's
- 1416 status and that continuation of these practices may result in further disciplinary action. The
- 1417 supervisor prepares a memorandum documenting the questionable actions in as much detail
- 1418 as possible to inform the employee of the unacceptable performance or conduct and

1419 potential consequences. The supervisor shall then consult with the next level of
1420 supervision, the Department Director, and the Human Resources Director prior to issuing
1421 the reprimand. The supervisor shall provide a copy of the memorandum to the employee.
1422 The original memorandum will be provided to the Human Resources Office to become part
1423 of the employee's personnel file.
1424

1425 3. Suspension. A suspension is a short period of time off (up to two weeks) without pay to
1426 provide notice that the employee is facing a possible demotion or termination if
1427 performance or conduct does not improve. A Department Director, or designee, may
1428 suspend an employee without pay when such action is deemed necessary to correct the
1429 employee's conduct or performance. Prior to action being taken, the Department Director
1430 and the intervening supervisor shall discuss the matter with the Human Resources Director
1431 and obtain the City Manager's approval. Additionally, prior to action being taken, the
1432 Department Director and the intervening supervisor should discuss with the employee his
1433 or her overall work record, disciplinary history, work performance, attendance, and
1434 conduct as applicable. If the City Manager determines that a suspension is appropriate, the
1435 Department Director or designee notifies the employee in writing of the suspension and
1436 provides a copy of the memorandum to the employee. The original memorandum will be
1437 provided to the Human Resources Office to become part of the employee's personnel file.
1438 Suspension without pay of any exempt employee must be discussed in advance with the
1439 Human Resources Director.
1440

1441 4. Demotion. Consideration of demotion and the procedures related thereto shall be the same
1442 as those for suspension.
1443

1444 5. Termination. If a supervisor believes that termination is appropriate, the employee will be
1445 placed on Administrative Leave with or without pay as approved by the City Manager. The
1446 supervisor will review the circumstances and supporting documentation with his or her
1447 supervisor, or designee, and the Human Resources Director. The procedures for
1448 termination shall be the same as those for suspension and demotion. Prior to administering
1449 the termination, the supervisor responsible for the termination shall discuss the matter with
1450 the Human Resources Director and obtain the City Manager's approval. When a decision
1451 has been reached, the supervisor notifies the employee of the decision and provides a copy
1452 of the memorandum to the employee. The original memorandum will be provided to the
1453 Human Resources Office to become part of the employee's personnel file.
1454

1455 E. Appeals
1456

1457 1. An employee may appeal a disciplinary action, including termination, by filing a written
1458 request with the Human Resources Director within five (5) working days from the date of
1459 notification of disciplinary action taken. The Department Director or supervisor
1460 immediately above the employee's supervisor who gave the Written Reprimand – Level I
1461 will hear the appeal. All other appeals will be scheduled and heard by the City Manager
1462 or designee. All decisions and disciplinary actions by the City Manager shall be final.
1463

1464 2. Any and all appeals filed later than five (5) working days after the date the employee is

1465 formally notified of disciplinary action shall be denied and the current status of the action
1466 shall become final.

- 1467
- 1468 3. All appeals will be scheduled and heard within a reasonable time from the date the appeal
- 1469 is filed with the Human Resources Director.
- 1470

1471

1472

1473

1474 **Section 11 Performance Appraisal**

1475

1476 A. Purpose

1477

1478 The performance appraisal program provides a method for comparing each employee's

1479 performance to the work expected for the position. It should promote a common understanding of

1480 individual needs, work objectives, and specific job standards of acceptable performance.

1481

1482

1483 B. Responsibilities

- 1484
- 1485 1. Generally, the performance appraisal schedule will lead to annual appraisals.
- 1486
- 1487 2. An initial performance appraisal will be conducted six (6) months after an employee is
- 1488 hired. Thereafter, performance appraisals will be conducted according to schedules and
- 1489 guidelines developed by the Human Resources Director for all regular full-time and part-
- 1490 time employees scheduled for more than twenty (20) hours per week.
- 1491
- 1492 3. The Human Resources Director will maintain records of performance appraisals conducted
- 1493 in the employee's personnel file and will provide assistance to supervisors as necessary.
- 1494
- 1495 4. The City Manager is responsible for conducting, on an annual basis, a review of
- 1496 performance of each Department Director according to the individual job description
- 1497 developed jointly by the Department Director and the City Manager.
- 1498
- 1499

1500 **Section 12 Leave Policies**

1501

1502 A. Purpose

1503

1504 The purpose of this policy is to provide for appropriate leave and other time off for employees.

1505

1506 B. Vacation

- 1507
- 1508 1. Vacation with pay is authorized for all regular full-time employees.
- 1509
- 1510 2. The following schedule is to be used in determining the annual accrual of vacation time,

1511 for employees in regular full-time pay status.

1512

1513	Years of Service	Days of Vacation
1514	0 through 4	10 Days (80 hours)
1515	5 through 9	15 Days (120 hours)
1516	10 and above	20 Days (160 hours)

1517

1518 56-hour per week Fire Department employees receive the following:

1519

1520	0 through 4 Years	120 hours per year (5 shifts)
1521	5 through 9 Years	180 hours per year (7.5 shifts)
1522	10 Years and above	240 hours per year (10 shifts)

1523

1524 3. Full-time employees will deem to have accrued 40 hours of vacation leave upon completion
1525 of their first two weeks of employment. Prorated accrual of vacation begins after
1526 completing six months ~~upon~~of employment and vacation leave may be taken ~~after~~before
1527 six (6) months of service with the Department Director approval.

1528

1529 4. Vacation leave may not be used in advance of accrual without written approval of the City
1530 Manager.

1531

1532 5. Vacation leave shall not be used in increments of less than one (1) hour.

1533

1534 6. Employees shall schedule their vacation periods with approval of their supervisors as far
1535 in advance as possible.

1536

1537 7. Employees may accumulate vacation leave up to two times their annual accrual rate.

1538

1539 8. In the event of an emergency or work scheduling requirements, employees may be required
1540 to defer their vacation. Authorization under this policy shall be at the discretion of the
1541 City. If such deferment of leave for benefit of the City would cause employees to accrue
1542 more than the maximum allowed amount, the City will, at its option, compensate the
1543 employees for such excess leave or authorize them to exceed the maximum.

1544

1545 9. As approved and at times designated by City administration, employees may elect to
1546 receive cash in lieu of unused, accrued vacation hours by completing a “Vacation Cash-In
1547 Request” form. Regular, full-time employees may “cash in” half their annual accrual, up
1548 to a maximum of eighty hours per calendar year.

1549

1550 10. Regular, full-time employees must maintain a vacation balance of one annual accrual after
1551 deducting the cashed-in hours. Cashed-in vacation hours are non-reversible and will be
1552 paid as a lump sum on a separate check.

1553

1554 C. Sick Leave

1555

1556 1. Sick leave with pay is authorized for all regular full-time employees when absent from

1557 work for personal health reasons or when attending to an immediate family member who
1558 is ill. Immediate family member is defined as: spouse, child, stepchild, parent, stepparent,
1559 parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-
1560 law, grandchild, legal guardian, or ward. This definition applies to the sick leave section
1561 only.

1562
1563 2. Regular full-time employees accrue 96 hours of sick leave per year. Accrual begins
1564 immediately upon employment. Sick leave may be carried over from one year to the next
1565 and can accumulate up to a maximum of 720 hours. When an employee has accumulated
1566 720 hours, the employee shall not accrue additional sick leave.

1567
1568 56 hours per week Fire Department employees accrue 144 hours of sick leave per year.
1569 Sick leave may be carried over from one year to the next and can accumulate up to a
1570 maximum of 1010 hours. When an employee has accumulated 1010 hours, the employee
1571 shall not accrue additional sick leave.

1572
1573 3. Prorated accrual of sick leave begins upon employment. Sick leave is prorated by dividing
1574 the total amount of sick leave by 26 (total number of pay periods in a year). The resulting
1575 amount is the sick leave accrued each pay period. Sick leave, if needed, may be taken after
1576 one (1) month of service.

1577
1578 4. In order to receive compensation during an absence due to illness, employees must notify
1579 their supervisors one-half hour prior to the appointed work time. Failure to give such
1580 notification, except in an emergency or due to unusual circumstances, as determined by the
1581 supervisor, may result in an employee's absence being charged to leave without pay for
1582 that day.

1583
1584 5. The City may require an employee to present satisfactory, written proof of illness or injury
1585 for the employee or immediate family member that prevents him or her from working.
1586 Once requested, employees must present such written proof within five (5) business days
1587 to the Human Resources Director.

1588
1589 6. Sick leave may not be used in advance of accrual.

1590
1591 7. Sick leave shall not be used in increments of less than one (1) hour.

1592
1593 8. Abuse of sick leave or inappropriate sick leave usage may result in immediate disciplinary
1594 action, up to and including termination of employment, and may also render the employee
1595 ineligible for paid sick leave benefits. Abuse of sick leave occurs when an employee uses
1596 sick leave for unauthorized purposes, misrepresents the actual reason for the absence, or
1597 fails to timely provide proof of injury or illness to the Human Resources Director. Abuse
1598 of sick leave includes use of sick leave for anything other than an illness, injury, or
1599 doctor/dentist appointment as provided for in this policy. Abuse of sick leave may render
1600 an employee ineligible for paid sick leave benefits.

1601

- 1602 9. Inappropriate sick leave usage occurs when usage of sick leave, not protected by law,
1603 becomes so frequent that an employee cannot fulfill the employee’s essential job functions.
1604
- 1605 10. An employee on sick leave, whether paid or unpaid, may not work a second job during the
1606 period of leave, even if he or she has written authorization from the Department Director
1607 to work a second job. The only exceptions to this policy must be obtained in writing from
1608 the Department Director who will submit it to the Human Resources Department.
1609

1610 D. Holidays

- 1611
- 1612 1. Regular full-time and regular part-time employees are eligible for paid holidays authorized
1613 by the City.
1614
- 1615 2. Eligibility for holiday pay begins with the first day of employment.
1616
- 1617 3. The City observes the following days as paid holidays for all regular employees.
1618
 - 1619 a. New Year's Day – January 1
1620
 - 1621 b. Martin Luther King, Jr. Day – 3rd Monday in January
1622
 - 1623 c. Good Friday - Friday before Easter
1624
 - 1625 d. Memorial Day - Last Monday in May
1626
 - 1627 e. Independence Day - July 4
1628
 - 1629 f. Labor Day/September 11 - 1st Monday in September
1630
 - 1631 g. Thanksgiving Day - 4th Thursday in November
1632
 - 1633 h. Day After Thanksgiving - 4th Friday in November
1634
 - 1635 i. Christmas Eve - December 24
1636
 - 1637 j. Christmas Day - December 25
1638
 - 1639 k. One Personal Holiday – Floating Holiday
1640

1641 56-hour per week Fire Department employees will receive 11 twelve-hour shifts (132
1642 hours) of holiday time per year. All employees will accrue holiday time regardless of if
1643 the holiday is worked or not. Employees scheduled to work holidays will be paid at the
1644 regular rate.
1645

- 1646 4. Holidays that fall on Saturday will typically be observed on Friday. Holidays that fall on
1647 Sunday will typically be observed on Monday as determined by the City Manager.

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- 5. Floating holidays accrual will occur on the 1st payroll in January. Employees on a 9-hour schedule will accrue the holiday leave of a number of hours equal to the difference between the total holiday hours (88 hours) and the hours required to cover the remaining appointed holidays for the calendar year.
- 6. Employees must be in paid status on the scheduled workday immediately prior to and following a holiday to be eligible for holiday pay. Employees receiving workers' compensation benefits or short-term/long-term disability benefits are not considered in paid status.
- 7. Floating holiday leave must be scheduled and pre-approved by the employee's supervisor. Such leave will be granted if not disruptive to City services. Floating holiday leave shall not be used in increments of less than one (1) hour.
- 8. The first Monday in September will be observed as the September 11 holiday for firefighters as established by state statute.
- 9. Regular part-time employees will receive pro-rated holiday pay based upon the following scheduled hours worked per week:

<u>Number of Hours Worked Per Week</u>	<u>Pro-Rated Holiday Hours</u>
1 to 10 hours	2 hours
11 to 20 hours	4 hours
21 to 30 hours	6 hours
Over 31 hours	8 hours

E. Bereavement Leave

- 1. Regular full-time and regular part-time employees are eligible for paid bereavement leave. Bereavement leave is an additional employee benefit and does not draw from the employee's accrued leave.
- 2. Bereavement leave benefits begin on the first day of employment.
- 3. Employees may take up to 24 hours of paid bereavement leave for a death of an immediate family member as approved by the Department Director.
- 4. Immediate family member is defined as: spouse, child, stepchild, parent, stepparent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, or ward. This definition applies to the bereavement leave section only.
- 5. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave.

1694 6. The Department Director may approve an employee to take accrued leave after having
1695 taken bereavement leave.

1696
1697 F. Administrative Leave

1698
1699 The City Manager may place an employee on Administrative Leave, with or without pay, for a
1700 period of time not to exceed two (2) weeks. Upon approval by the City Manager, Administrative
1701 Leave may be extended with a review every two (2) weeks.

1702
1703 G. Family and Medical Leave

1704
1705 Eligible employees shall be entitled to a maximum of twelve (12) weeks of unpaid leave under the
1706 Family and Medical Leave Act, as amended (FMLA) during a twelve (12) month period; (1) for
1707 the birth, adoption or foster placement of an employee's child; (2) to care for a spouse, parent,
1708 child, stepchild, or an individual with whom the employee is standing "in loco parentis" with a
1709 serious health condition; or (3) where, because of a serious health condition, the employee is
1710 unable to perform the functions of his or her position.

1711
1712 1. To be eligible for benefits an employee must have been employed for at least twelve (12)
1713 months and worked for at least 1,250 hours during the twelve (12) months immediately
1714 preceding the commencement of leave. To determine eligibility for leave, the City uses a
1715 rolling 12-month period measured backward from the date of any FMLA leave.

1716
1717 2. Serious health condition, for the purposes of this policy, means an illness, injury,
1718 impairment or physical or mental condition that involves any period of incapacity or
1719 treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or
1720 residential medical care facility, and any period of incapacity or subsequent treatment in
1721 connection with such inpatient care.

1722
1723 3. Whenever an employee's leave is foreseeable, the employee must notify his or her
1724 supervisor at least thirty (30) days before the leave is anticipated to begin by submitting
1725 the Family and Medical Leave of Absence Request form. Failure to give notice for a
1726 foreseeable leave may result in delay of the leave. If, however, the nature of the leave
1727 requires that it begin in less than thirty (30) days, employees must notify their supervisors
1728 as soon as possible. The employee must provide medical certification from the health care
1729 provider (see paragraph below) within fifteen (15) days after requested. Furthermore,
1730 continuing proof of disability may be requested at any time as a condition of the leave.
1731 There are certain exceptions to eligibility for FMLA and the City is legally permitted to
1732 deny a request for leave under certain conditions.

1733
1734 4. Any request for a medical leave must be accompanied by a Medical Certification Form
1735 completed by the health care provider of the eligible employee or of the child, spouse or
1736 parent of the employee. All medical certifications must be complete and provide all of the
1737 requested information. Failure to provide timely completed medical certifications (i.e.,
1738 fifteen days after requested) may result in the delay of leave and/or termination of
1739 employment. Subsequent re-certification and second opinions may also be required.

1740 Additional Medical Certification forms are available from the Human Resources Director.

1741

1742 5. Employees may choose to retain or use accrued paid vacation, sick leave, floating holiday,
1743 and compensatory time off for the length of the unpaid leave period. Eligible employees
1744 who are on leave due to a work-related serious health condition will be placed on FMLA
1745 and this time will count toward their FMLA allotment. In no instance will the total amount
1746 of time used for any purposes authorized under FMLA exceed twelve (12) weeks in any
1747 twelve (12) month period.

1748
1749 6. Employees who qualify for FMLA may exercise their rights to leave on an intermittent
1750 basis. However, when intermittent leave is taken, the employee, depending on the needs
1751 of the City, may be transferred to a position that is better suited to intermittent absences.

1752
1753 7. Employees who were receiving group health plan benefits just prior to taking leave under
1754 the FMLA may elect to continue those benefits during an approved FMLA. Employees
1755 who elect to continue coverage during their FMLA must continue to pay their portion of
1756 monthly health care premiums as indicated above. Employees have a thirty (30) day grace
1757 period in which to make premium payments. If payment is not made timely, the group
1758 health insurance may be canceled, provided they are notified in writing at least fifteen (15)
1759 days before the date that health coverage will lapse, or, at the City's option, the City may
1760 pay the employee's share of the premiums during the FMLA leave and recover these
1761 payments from the employee upon return to work.

1762
1763 8. Except in special circumstances, employees who fail to return to work for at least thirty
1764 (30) days following a FMLA are required to repay any group health plan premiums that
1765 were paid by the City during their leave.

1766
1767 9. Vacation and sick leave will accrue while an employee is on Family and Medical Leave
1768 for a period up to six weeks.

1769
1770 10. Following an approved FMLA leave, an employee will be returned to the same position or
1771 to an equivalent position, provided that the employee returns within the twelve (12) week
1772 period.

1773
1774 11. Upon return to work after a leave taken for the employee's own serious health condition,
1775 the employee must provide a certification signed by the employee's health care provider
1776 which clearly indicates that with respect to the conditions for which leave was taken, the
1777 employee is fit to return to work.

1778
1779 12. An employee taking FMLA leave for the birth or adoption of a child must initiate the leave
1780 within one (1) year of the birth or adoption.

1781
1782 H. Military Leave

1783
1784 1. Employees who participate in the United States Armed Forces Reserve or National Guard
1785 are provided a reasonable amount of time off for recurring reserve training. Normally,

1786 fifteen (15) calendar days of paid military leave will be granted per year. While on military
1787 leave, an employee will continue to accrue benefits provided by the City.
1788

1789 2. Requests for military leave beyond fifteen (15) days will be reviewed with respect to the
1790 City needs and applicable state and federal laws.
1791

1792 3. Regular employees who enter military service or become called to active duty for an
1793 extended period are granted an unpaid leave of absence and will be reinstated upon
1794 completion of the duty in the same position (or a similar position with the same pay, rank,
1795 and seniority) in accordance with applicable state and federal laws.
1796

1797 4. Military Exigency Leave: employees who are otherwise eligible for FMLA leave, and who
1798 have a spouse, parent, child, stepchild, or an individual with whom the employee is
1799 standing “in loco parentis” with, or next of kin to that is deployed, has been notified of an
1800 impending deployment to a foreign country, has been called to active duty, or who has been
1801 notified of an impending call to active duty status in support of a contingency operation
1802 may be eligible for a military exigency leave and take up to 12 weeks of leave in one 12-
1803 month period. This FMLA leave can be for up to 12 work weeks, and can be used for the
1804 following:

- 1805 a. to address issues arising from short-notice deployment (7 or less days);
- 1806
- 1807 b. to address legal/financial arrangements arising from active duty;
- 1808
- 1809 c. to attend counseling;
- 1810
- 1811 d. to attend military events;
- 1812
- 1813 e. to spend time with family member on rest and recuperation leave (up to 5 calendar
- 1814 days);
- 1815
- 1816 f. to attend post-deployment activities (within 90 days after return from active duty);
- 1817
- 1818 g. to address child-care issues.
- 1819

1820
1821 5. Military Caregiver Leave: employees who are the spouse, parent, child, stepchild, or an
1822 individual with whom the employee is standing “in loco parentis” with, or is next of kin to
1823 a service member who incurred a serious injury or illness while on active duty in the Armed
1824 Forces and is undergoing medical treatment, recuperation or therapy, may take up to 26
1825 weeks of leave to care for the injured service member in one 12-month period.
1826

1827 I. Civil Leave

1828
1829 The City of Corinth provides paid civil leave to regular full-time employees and regular part-time
1830 employees required to serve on jury duty, subpoenaed, or requested to testify as witnesses by the
1831 City in a City-related civil, criminal, legislative, or administrative proceeding.

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1. The City encourages its employees to fulfill their civic duty by serving on a jury if called.
2. When jury service is less than a full day, employees are expected to report for work during the period of time they are not required for the jury.
3. Employees on jury service working other than day shifts must arrange reporting requirements with their supervisor.
4. While on jury duty, employees will be granted time off with pay. This paid civil leave is an additional employment benefit and will not draw from the employee’s accrued leave.
5. Employees must provide documentation of the requirement for jury duty, subpoena compliance, etc., with their leave request. Employees must submit civil leave requests, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate their absence.

J. Paid Quarantine Leave

The City of Corinth, pursuant to Texas Local Government Code Section 180.008, provides paid quarantine leave for firefighters, peace officers, and emergency medical technicians who are employed by, appointed by, or elected to the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

1. Definitions:

- a. “Paid quarantine leave” means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the city; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.
- b. “Peace officer” means police officers licensed by the Texas Commission on Law Enforcement and employed by the City of Corinth.
- c. Emergency Medical Technician: an individual who is employed by the City and certified as an emergency medical technician under Chapter 773, Health and Safety Code.
- d. Fire Fighter: a paid employee of the city’s fire department who: (a) holds a position that requires substantial knowledge of firefighting; (b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Texas Local Government Code; and (c) performs at least one of the following functions: (i) fire suppression; (ii) fire prevention; (iii) fire training; (iv) fire safety education; (v) fire maintenance; (vi) fire communications; (vii) fire medical emergency

1878 technology; (viii)fire photography; (ix) fire administration; or (x) fire arson
1879 investigation.

1881 e. Health Authority: a physician appointed by the county to administer state and local
1882 laws relating to public health within the city's jurisdiction.

1884 2. Quarantine Leave. A City of Corinth fire fighter, peace officer, or emergency medical
1885 technician who is ordered to quarantine or isolate by the person’s supervisor or the City’s
1886 health authority due to a possible or known exposure to a communicable disease while on
1887 duty is entitled to receive paid quarantine leave for the duration of the leave.

1889 3. No Reduction in Compensation and Benefits
1890 The City of Corinth will not reduce a fire fighter’s, peace officer’s, or emergency medical
1891 technician’s vacation leave balance, sick leave balance, holiday leave balance, or other paid
1892 leave balance in connection with paid quarantine leave taken in accordance with this
1893 policy.

1894
1895 K. Public Safety Employees Mental Health Leave Policy
1896 Pursuant to Section 614.015 of the Texas Government Code, the purpose of this policy is to
1897 provide paid mental health leave to eligible peace officers employed by the City of Corinth who
1898 experience a traumatic event in the scope of employment. This benefit has been extended to
1899 eligible Fire Department employees.

1900
1901 1. Full-time, licensed peace officers employed by the City of Corinth are eligible to request
1902 paid mental health leave. Also, full-time Emergency Medical Technicians, and full-time Fire
1903 Fighters (as defined in section J. Paid Quarantine Leave) are eligible to request paid mental
1904 health leave. This group of employees will be referred as “eligible public safety employees”.

1905
1906 2. An eligible public safety employee who experiences a traumatic event in the scope of
1907 employment, shall be entitled up to 3 days of paid mental health leave per calendar year.
1908 Mental health leave shall not accrue.

1909
1910 3. Traumatic Event.
1911 A. A traumatic event means exposure to actual or threatened death, serious injury or
1912 sexual violence which is experienced by an eligible public safety employee in the
1913 scope of the employee’s duties by:
1914 1. directly experiencing the event.
1915 2. witnessing, in person, the event as it occurred to others.
1916 3. experiencing repeated or extreme exposure to aversive details of the event.

1917
1918 B. Traumatic events may include, but are not limited to, the following:
1919 1. Incidents involving multiple casualties which may include shootings, traffic
1920 accidents or major disasters, including weather related events.
1921 2. Line of duty death or suicide of a department member.
1922 3. Officer(s) involved shooting of a person.

1923 4. Response to or investigation of a death of an individual involving violence or
1924 neglect.

1925
1926 C. Stressful events (e.g., death of a loved one, divorce) not involving an immediate
1927 threat to life or physical injury in the scope of an officer’s duties are not
1928 considered a traumatic event for the purposes of this policy.

1929 4. Request for Leave.

1930 To use leave, an eligible public safety employee is required to submit a written request to his
1931 or her supervisor or the highest Administrative Officer of the Police or Fire Department:

- 1932
- 1933 a. Within three (3) days after experiencing a traumatic event in the scope of
- 1934 employment; or
- 1935 b. If directed by a mental health professional.

1936 5. Anonymity.

1937 The City of Corinth shall keep requests for mental health leave and any medical information
1938 related to mental health leave under this policy confidential except when disclosure is required
1939 to effectuate the leave or required by law. The request to take leave shall be maintained in a
1940 file separate from the employee’s general personnel file.

1941

1942 6. Effect on Paid Leave Balances.

1943 An eligible public safety employee’s pay or accrued paid leave balance, including sick leave,
1944 vacation leave, holiday, or other paid leave, shall not be reduced for using mental health leave
1945 in accordance with this policy.

1946

1947

1948 **Section 13 Workers’ Compensation**

1949

1950 A. Policy

1951

1952 The City, acting under the Texas Workers' Compensation Act, provides workers' compensation

1953 coverage benefits to employees for injuries or illnesses sustained by the employee during the

1954 course and scope of their employment.

1955

1956 B. Responsibilities

- 1957
- 1958 1. Employees who suffer an occupational injury or illness, however minor, must report the
- 1959 incident to their supervisor as soon as possible after the incident occurs.
- 1960
- 1961 2. The supervisor or other designated person shall ensure that emergency treatment is
- 1962 obtained for employees who may become injured or ill on the job.
- 1963 3. Upon notification of an injury, the immediate supervisor shall conduct an investigation and
- 1964 provide information to the person responsible for workers' compensation records in the
- 1965 department and the Human Resources Office in accordance with the City's loss control
- 1966 procedure.

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- 4. Employees returning to work from a lost-time injury must have been allowed to return to work by their attending physician. Employees must provide a copy of the Texas Workers' Compensation Work Status Report to the Human Resources Department. The Human Resources Department will coordinate the employee's return to work.
- 5. Employees who are off duty due to an occupational injury or illness shall report weekly by telephone to their supervisors and keep their supervisors apprised of their status.
- 6. The City may require an employee to return to partial or light duty work status in accordance with the "Temporary Modified Duty Assignments" Procedure when physically and medically able to do so, provided such work assignments are available.
- 7. Employees receiving benefits under the Workers' Compensation Act who are unable to work their regular duties and schedules shall not engage in any secondary employment (including self-employment) whatsoever without the prior written approval of their Department Director and the Human Resources Department. Employees engaging in other employment while collecting benefits and not working regular duties and schedules will be subject to disciplinary action, which could include termination of employment.

C. Benefits

- 1. The City will compensate the employee the difference between the Workers' Compensation payments and the employee's regular full time pay if the employee is receiving a statutory Temporary Income Benefit (TIB) and while being employed with the City. This benefit will be suspended or initially denied if an employee fails to comply with City policy and directions. Under no circumstances will an employee on workers' compensation leave receive more paid benefits (workers' compensation and salary continuation benefits) than the amount the employee would receive in base salary/wages (excluding overtime, shift differential, and Field Training Officer pay).
- 2. An employee receiving workers' compensation benefits should be immediately available by phone to the Human Resources Department and/or the employee's department during the employee's normal work hours (with the exception of doctor visits, a hospital stay, and brief limited errands), unless otherwise directed by the Department Director.

Section 14 Employee Benefits

The City provides a number of benefits and types of coverage to eligible workers. Eligibility for certain benefits may be subject to employment status or number of hours worked. Generally, the City provides the following benefits to its employees:

A. Group Health Program

- 2013 B. Group Life and AD&D Insurance Program
- 2014
- 2015 C. Retirement Program
- 2016
- 2017 D. Short-Term Disability Plan
- 2018
- 2019 E. Long-Term Disability Plan
- 2020
- 2021 F. Section 125 “Cafeteria” Benefit Program
- 2022
- 2023 G. Section 457 Deferred Compensation Program
- 2024
- 2025 H. 401(a) Qualified Plan for Matching Section 457 Contributions
- 2026

2027 The City reserves the right to change or terminate any of the benefit programs or to require or
 2028 increase employee premium contributions for any benefit program at its discretion and without
 2029 cause or notice to employees.

2030

2031

2032 **Section 15 Vehicle Use Policy**

2033

2034 A. Policy

2035

2036 City Vehicles shall be used only for City business except as otherwise provided in the
 2037 administrative procedures promulgated by the City of Corinth, the General Orders of the Police
 2038 Department, the Operations Manual of the Fire Department, or as specified by the City Council.
 2039 Risk of loss from vehicle accidents involving all City employees will be minimized through driver
 2040 record screening, hands-on training and education, defensive driving training, and standardized
 2041 vehicle accident review procedures.

2042

2043 This policy applies to all regular full-time, regular part-time, temporary, and seasonal employees.
 2044 Police Officers and Fire Fighters are subject to the applicable provisions of Texas Government
 2045 Code and the general and special orders of the Police and Fire Departments, which may incorporate
 2046 some or all of the provisions of this policy.

2047

2048 B. Definitions

- 2049
- 2050 1. Authorized Personnel shall mean those persons authorized to use a City vehicle in
 2051 accordance with these procedures.
- 2052
- 2053 2. City Business shall mean any authorized work or activity performed by a City employee
 2054 or other person on behalf of the City.
- 2055
- 2056 3. City Vehicle shall mean any motor vehicle or motor-driven equipment owned or leased by
 2057 the City.
- 2058

2059 4. On-Call Employees shall mean those employees subject to being summoned to perform
2060 City work or duties beyond their normal work hours.
2061

2062 C. Driver Licenses and Driving Records
2063

2064 1. The City of Corinth requires that all employees driving or operating a City vehicle have the
2065 appropriate operator’s or commercial driver license as required by the State of Texas.
2066 Employees who use their personal vehicles while conducting City business shall maintain
2067 current liability insurance and driver license in accordance with Texas law. Failure to
2068 maintain current liability insurance and driver license may result in disciplinary action up
2069 to and including termination.
2070

2071 2. At the direction of the City Manager and in accordance with proper applicable law, a driver
2072 license check through the City’s vendor will be performed through the Human Resources
2073 Department every year for all City of Corinth employees who hold positions that have a
2074 direct impact on the public’s or fellow employees’ health, safety and welfare through
2075 products or services provided by the City. After a thorough review, the driving records of
2076 employees whose three-year driving history indicates loss of license, DWI, DUI, multiple
2077 moving violations, or vehicle accidents will be forwarded to the applicable Department
2078 Director for their review and appropriate action. Employees so identified will be suspended
2079 from driving City vehicles during the review process.
2080

2081 3. Individuals who apply for positions or transfer to positions requiring a valid operator’s or
2082 commercial license, and who do not already possess the requisite license, must pass the
2083 written portion of the examination for the specific license required prior to the initial
2084 interview. The applicant selected for employment must then pass the driving portion of
2085 the examination within five (5) working days and may not begin work until the applicable
2086 license is obtained. A driver record check will be made prior to assignment to the new
2087 position.
2088

2089 4. Failure to maintain the required driver license to operate City vehicles will be sufficient
2090 grounds for reclassification to a non-driving position, disciplinary action, or termination.
2091

2092 5. Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in
2093 driver license status and any and all arrests, charges, or convictions for Driving While
2094 Intoxicated, Driving Under the Influence, Involuntary (vehicular) Manslaughter, or any
2095 type of traffic citation received whether such incidents arose out of work-related driving or
2096 not. Employees shall make such self-disclosure to their supervisor, or his or her designee,
2097 at the earliest opportunity and shall not operate any vehicle on City business until cleared
2098 to do so by the Department Director, or his or her designee. The supervisor shall
2099 immediately communicate this information to the Department Director. Employees who
2100 fail to make such required self-disclosure at the earliest opportunity, or who operate a
2101 vehicle on City business prior to making such required self-disclosure, shall be subject to
2102 disciplinary action, including termination. For the purposes of this section, “earliest
2103 opportunity” means prior to 10:00 a.m., local time, on the first business day following the
2104 precipitating incident.

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D. Driver – Safety and Training

- 1. Department Directors shall confirm that an employee or applicant has demonstrated the ability to operate vehicles and special equipment in a safe and competent manner by requiring the employee to operate the equipment to the satisfaction of his or her supervisor. Training will be conducted for those individuals who cannot satisfactorily operate such equipment. Under no circumstances shall an unsupervised employee be allowed to operate a vehicle or piece of equipment for which he or she is untrained or unqualified.
- 2. Employees who are required to operate vehicles as part of their job descriptions or normal duties should be encouraged to attend a Defensive Driving Course (DDC).
- 3. All City drivers shall wear safety belts when any vehicle is in motion and require all occupants (including back seat passengers) of the vehicle to do likewise. This Section applies to motor vehicles, other than motorcycles, as those terms are defined by Tex. Rev. Civ. Stat. Ann., art 6701d 2, or its successor.

E. Use of City Vehicles

All employees who operate City vehicles and motor-driven equipment must adhere to the minimum requirements and standards outlined in this section.

- 1. Rules and Regulations for use of City Vehicles
 - a. No employee shall use a City vehicle for commuting to or from his or her residence during off-duty work hours unless authorized to do so in accordance with these procedures and regulations.
 - b. Every employee who is responsible for a City vehicle shall properly secure, lock, and remove the ignition keys from the vehicle at any time during which the vehicle is parked and unattended.
 - c. No employee shall use a City vehicle to transport any person, except for the purpose of performing City business. However, employees authorized to use City vehicles for commuting to or from their residence may occasionally transport non-City persons in City vehicles when traveling to or from work or City related business if approved by the Department Director.
 - d. Every employee driving a City vehicle shall use best efforts to park the vehicle off-street, except when otherwise necessary to perform City business.
 - e. Every employee who drives or is otherwise responsible for a City vehicle shall use all reasonable care in the operation and use of the vehicle and shall promptly report to the appropriate person or department any needed servicing, repairs, or maintenance.

- 2151 f. Each employee operating a City vehicle shall comply with all applicable traffic laws.
- 2152
- 2153 g. An employee shall not transport alcoholic beverages or any other intoxicant within or
- 2154 upon a City vehicle at any time.
- 2155
- 2156 h. Employees are not authorized to conduct personal business in City vehicles during
- 2157 work hours except as specifically authorized by this policy. "Personal business"
- 2158 includes running personal errands and shopping.
- 2159
- 2160 i. During scheduled work shifts, an employee operating a City vehicle is authorized to
- 2161 stop for reasonable, limited time periods for meals, to obtain refreshments. Discretion
- 2162 will be used by employees when more than three other City vehicles are already present
- 2163 at the establishment.
- 2164
- 2165 j. Employees operating City vehicles are not authorized to transport family members or
- 2166 friends for non-City business. Department Directors may grant specific and limited
- 2167 exceptions to this rule when the employee demonstrates good cause and/or an urgent
- 2168 need. Department Directors may only grant such exceptions on a case-by-case basis.
- 2169
- 2170 k. Employees may operate City vehicles to transport sick or injured individuals to medical
- 2171 care facilities in specific emergency situations.

2. Authorization for "Take Home Vehicles"

- 2173
- 2174
- 2175 a. An employee may be authorized to take a City vehicle to his or her residence during
- 2176 off-duty hours when an "Authorization for Take-Home Vehicle" Form has been
- 2177 completed, signed by the employee, and approved by the designated supervisor. The
- 2178 Department Director shall maintain a file of all approved requests.
- 2179
- 2180 b. The authorization for a take-home vehicle may be approved when the employee is an
- 2181 "on-call" employee who has a job-related need for the vehicle after normal working
- 2182 hours, and the employee resides in the corporate limits of the City of Corinth. If the
- 2183 employee does not reside within the corporate city limits, then the situation shall be
- 2184 evaluated by the Department Director to determine if the "on call" employee can
- 2185 respond back to the city as needed within an appropriate and acceptable amount of time,
- 2186 usually not to exceed thirty minutes. If a Department Director deems it necessary for
- 2187 him/herself to be "on-call" as well as additional personnel, then the same vehicle policy
- 2188 and guidelines shall apply to the Department Director so long as he/she is in possession
- 2189 of a city vehicle.
- 2190
- 2191 c. Employees authorized to take City vehicles home are authorized to make reasonable,
- 2192 brief, and limited stops before or after assigned work shifts while traveling to and from
- 2193 work to conduct personal errands, such as obtaining a limited number of grocery items
- 2194 (a loaf of bread, gallon of milk, etc.), picking-up cleaning, making bank transactions,
- 2195 and the like. On-call employees, who are allowed to come and go freely but must
- 2196 respond to a return-to-work notification by radio, or telephone, may use "take-home"

2197 vehicles for personal business if such use is required to meet response times outlined
2198 in Department or Division policies.

2199
2200 d. Employees authorized to take City vehicles home are authorized to transport non-City
2201 persons in City vehicles when traveling to or from work or City related business if
2202 approved by the Department Director. If the employee is not traveling to or from work
2203 or City related business, the employee shall not transport non-City persons in City
2204 vehicles.

2205
2206 e. The approval for a “take-home” vehicle shall be made for the purpose of assuring the
2207 performance of City business, and such authorization or use shall not constitute or be
2208 considered a vested employment benefit or right of the employee. Such authorization
2209 or use may be denied, revoked, or suspended at any time for any reason or for no reason.
2210

2211 3. Use of City Vehicles by Volunteer Personnel

2212
2213 a. Volunteers are authorized to drive City vehicles provided all of the following
2214 conditions are met:

- 2215 • Use is authorized by the Department Director.
- 2216 • Use enhances the ability of the City to provide services.
- 2217 • Selected driver has successfully demonstrated the ability to drive the provided
2218 vehicle, and
- 2219 • Selected driver has a current Texas driver license appropriate for the vehicle to be
2220 used.

2221
2222 b. Volunteer drivers are not considered to be City employees, and thus are not covered by
2223 the Texas Worker’s Compensation Law. However, certain Police and Fire Department
2224 Volunteers may receive coverage. These volunteers who wish to file a claim for injuries
2225 or damages associated with their volunteer work must contact the Office of the Human
2226 Resources Department.

2227
2228 F. Use of Personal Vehicles

2229
2230 1. City employees are expected to carry liability insurance on any personal vehicle used to
2231 transact City business. Employees will contact their insurance carrier to determine the
2232 necessity for a “Business Use” rider to their policy. The City will not assume responsibility
2233 of pursuing claims against the employee’s carrier or the other driver in the event of a
2234 collision or other loss. If the City employee does not receive full compensation (e.g., an
2235 uninsured driver), a claim for the unpaid expense may be filed in the Office for the City
2236 Manager. All such claims must be accompanied by full documentation of payments and
2237 expenses.

2238
2239 2. Reimbursement for occasional use. The City of Corinth will pay employees for using their
2240 personal vehicles on City business at the IRS mileage rate, as such may be amended from
2241 time to time.
2242

- 2243 3. Maintenance and Insurance. The City pays for maintenance and insurance costs through
- 2244 the mileage payments. Consequently, the City will not pay employees for vehicle repair
- 2245 costs but will pay the insurance deductible when warranted. If an employee’s vehicle fails
- 2246 to operate while he or she is out of town on City business, the City will pay reasonable
- 2247 towing costs to the nearest garage. The City will not pay towing costs within the City.
- 2248
- 2249 4. Volunteers. Persons who donate their time and services to the City are not covered by the
- 2250 Worker’s Compensation (with the exception of designated Police and Fire Department
- 2251 Volunteers), and the City assumes no liability for the use of their personal vehicle during
- 2252 any volunteer activity.
- 2253

G. Vehicle or Equipment Accident Procedures

- 2254
- 2255
- 2256 1. When involved in a vehicle collision, each City employee operating a City vehicle or
- 2257 equipment and each City employee operating a personal vehicle in the course of transacting
- 2258 City business is required to do the following:
- 2259
- 2260 a. Notify his or her supervisor immediately.
- 2261
- 2262 b. Notify local law enforcement authorities if non-employees were involved or if property
- 2263 not owned by the City is damaged.
- 2264
- 2265 c. Remain at the scene of the accident until released by competent authority.
- 2266
- 2267 d. Obtain names and addresses of the other party and any witnesses.
- 2268
- 2269 e. Talk with no one at the scene concerning the accident except law enforcement officers
- 2270 and to help with any needed medical assistance.
- 2271
- 2272 f. Under no circumstance, give statements or talk with anyone about the accident after
- 2273 leaving the scene without first obtaining approval from their Department Director or
- 2274 appropriate Supervisor.
- 2275
- 2276 g. Refuse to sign or place his or her signature upon any papers or documents related to
- 2277 the accident, except for official police reports and ticket citations, without prior
- 2278 approval from their Department Director or appropriate Supervisor.
- 2279
- 2280 h. Assist the supervisor in the completion of the City of Corinth report of vehicle accident.
- 2281
- 2282 2. The Supervisor shall:
- 2283
- 2284 a. Notify the Police Department if the vehicle operator has not already done so.
- 2285
- 2286 b. Notify their Department Director who shall in-turn notify the Office of the City
- 2287 Manager and the Human Resources Office as soon as possible during regular duty
- 2288 hours. After duty hours, accidents resulting in death or severe personal injuries shall

2289 be reported to the respective Department Director who will inform the Human
2290 Resources Director and the City Manager.

2291
2292 c. If necessary, go to the scene of the accident to assist in the investigation. Take pictures
2293 of the accident scene as required.

2294
2295 d. Notify the Department Director immediately for possible substance abuse testing in
2296 accordance with the City Policy.

2297
2298 e. Complete and submit the report of vehicle accident to the Human Resources Office not
2299 later than two working days after the accident.

2300
2301 f. If the employee was injured, fill out the appropriate workers' compensation forms.

2302
2303 3. Police Officers Shall:

2304
2305 a. Investigate all accidents occurring within its jurisdiction involving a City vehicle and
2306 property not owned by the City.

2307
2308 b. Notify the City driver's Department Director if the City employee is physically unable
2309 to do so.

2310
2311 c. Forward a copy of any reports, including amended reports involving City vehicles to
2312 the Chief of Police who shall be responsible for forwarding such reports to the Human
2313 Resources Office.

2314
2315 H. Vehicle Accident Review Procedures

2316
2317 1. The City of Corinth will standardize the review and disposition of all vehicle accidents and
2318 incidents involving City vehicles and drivers. Each Department Director is responsible for
2319 properly investigating any accidents involving vehicles from their Department and taking
2320 responsible measures to assure that such accidents, if preventable, do not reoccur. The
2321 Department Director is also responsible for reporting such findings to the City Manager
2322 ~~who shall in turn also notify~~and the Human Resources Office.

2323
2324 2. An employee wishing to appeal a decision reached by ~~the Department Director~~his
2325 supervisor(s) that results in disciplinary action related to the findings of an accident
2326 investigation; will be granted the appeal process establish under Section 10.E of the
2327 Disciplinary policy. ~~shall appeal to the City Vehicle Accident Review Board (defined~~
2328 ~~below). If the affected employee wishes to appeal the decision of the CVARB, then such~~
2329 ~~appeal shall be made directly to the Office of the City Manager and his/her decision on the~~
2330 ~~matter shall be final. No further appeal is allowed.~~

2331
2332 ~~3. City Vehicle Accident Review Board (CVARB). The CVARB shall consist of the following~~
2333 ~~positions appointed by the City Manager as needed, unless otherwise directed by the City~~
2334 ~~Manager.~~

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- ~~Chief of Police~~
- ~~Chief of Fire~~
- ~~Public Works Operations Director~~
- ~~Planning Director~~
- ~~Finance Director~~
- ~~Human Resources Director~~

~~The CVARB shall meet periodically (as determined by the City Manager) to review:~~

- ~~Standardization of board actions~~
- ~~Trends~~
- ~~Disciplinary actions for certain types of preventable accidents (as required)~~
- ~~Procedural Modifications (as required)~~

Section 16 Fire Department

A. Operations

In order to provide the highest level of service to the lake cities, the Lake Cities Fire Department shall have in place an “Operations Manual” containing those rules, regulations, policies, procedures and operating guidelines which addresses those subjects specific to fire department operations.

The “Operations Manual” will be issued and maintained by the Fire Chief and will govern all members of the Lake Cities Fire Department. The Fire Chief will be responsible to the City Manager of the City of Corinth for its content and guide. The fire department’s “Operations Manual” will not conflict with the City of Corinth’s Personnel Policy Manual or related directives issued by the City of Corinth. In the event of any conflict, the provisions of the City of Corinth Personnel Policy Manual will prevail.

Any disciplinary actions taken for violations of the “Operations Manual” or this Personnel Policy Manual shall be taken in accordance with the Texas Government Code. Before any disciplinary actions are delivered to the employee, the supervisor shall discuss the matter with the Human Resources Director.

Section 17 Police Department

A. General Orders, Standard Operating Procedures & Code of Conduct

1. General Orders

2380 It is understood that by the very nature of Law Enforcement and Public Safety, a more
2381 stringent level of supervision and guidance is required in order to honorably succeed in
2382 providing the elevated level of service and training involved in public safety operations.
2383 Therefore, the Police Department shall have in place as a guideline to Law Enforcement
2384 Policies and Procedures called the "General Orders" Manual. This Manual shall be used
2385 by police personnel as a guide to law enforcement related questions and situations which
2386 may from time to time arise.

2387
2388 The "General Orders" Manual shall be issued and maintained by the Chief of Police as
2389 standing orders to all police personnel. The Chief of Police shall be responsible to the City
2390 Manager for its content and guide. At no time should any procedure within the "General
2391 Orders" Manual be in conflict with the City of Corinth Personnel Policy Manual. However,
2392 if such a contradiction does occur, the provisions of the Personnel Policy Manual shall be
2393 the prevailing policy unless otherwise authorized by the City Manager, or with his/her
2394 permission, the Chief of Police.

2395
2396
2397 2. Code of Conduct

2398
2399 The Chief of Police shall be responsible for the creation, issuance, and adherence to a
2400 special Police Department "Code of Conduct." This Code of Conduct shall serve as a strict
2401 guide for police personnel with reference to ethical, moral and legal matters. It shall be
2402 adhered to at all times by all police personnel and shall serve as a detailed extension of the
2403 City of Corinth Personnel Policy Manual specifically designed for the special conditions
2404 and expectations placed upon those in the law enforcement profession.

2405
2406 Any disciplinary actions taken according to the code of conduct or failure to follow a
2407 directive within the "General Orders" or "Standard Operating Procedures" or this
2408 Personnel Policy Manual shall be taken in accordance with the Texas Government Code.
2409 Before any disciplinary actions are delivered to the employee, the supervisor shall discuss
2410 the matter with the Human Resources Director.

2411
2412
2413 B. City Issued Law Enforcement Equipment

2414
2415 Members of the City of Corinth Police Department may, at the discretion of the Chief of
2416 Police, be issued certain types of specialized equipment to use within the course and scope

2417 of their law enforcement duties. This equipment may consist of but is not limited to the
2418 issuance of:

- 2419
- 2420 1. Uniforms
- 2421 2. Police insignia
- 2422 3. Identifications/commission card(s)
- 2423 4. Firearms
- 2424 5. Firearm accessories
- 2425 6. Ballistic body armor
- 2426 7. Other equipment as specified by the Chief of Police
- 2427

2428 All equipment issued shall be maintained in proper order by the employee in whose care it
2429 has been entrusted. At no time shall any city equipment be used in such a manner that it
2430 was not intended or which would bring discredit to the city.

2431
2432 All issued police equipment shall be returned immediately upon request from the Chief of
2433 Police or his/her designee or at the time of separation of employment from the city.