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## MEETING NOTICE

The City Council of the City of Woodcreek, Texas will conduct a meeting at Woodcreek City Hall, 41 Champions Circle, Woodcreek, Texas. The meeting will be held on Wednesday, August 14, 2024 at 6:30 PM.

The public may watch this meeting live at the following link:

<https://zoom.us/j/93042077015?pwd=VWltS09Va1JZWxzZHY4TVRMOUzBvQT09>

Meeting ID: 930 4207 7015; Passcode: 946057

A recording of the meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request. This notice, as amended, is posted pursuant to the Texas Open Meetings Act (Vernon's Texas Codes Ann. Gov. Code Chapter 551).

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The City of Woodcreek is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary's Office at 512-847-9390 for information. Hearing-impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 7-1-1 or may utilize the statewide Relay Texas program at 1-800-735-2988.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

It is anticipated that members of other City Boards, Commissions, Panels and/or Committees may attend the meeting in numbers that may constitute a quorum of the other City Boards, Commissions, Panels and/or Committees. Notice is hereby given that this meeting, to the extent required by law, is also noticed as a meeting of the other City Boards, Commissions, Panels and/or Committees of the City, whose members may be in attendance. The members of the City Boards, Commissions, Panels and/or Committees may participate in discussions on the items listed on this agenda, which occur at this meeting, but no action will be taken by those in attendance unless such action item is specifically listed on an agenda during a regular or special meeting for the respective Board, Commission, Panel and/or Committee subject to the Texas Open Meetings Act.

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The City Council may retire to Executive Session any time during this meeting, under Texas Government Code, Subchapter D. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

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Any citizen shall have a reasonable opportunity to be heard at any and all meetings of the Governing Body in regard to: (1) any and all matters to be considered at any such meeting, or (2) any matter a citizen may wish to bring to the Governing Body's attention. No member of the Governing Body may discuss or comment on any citizen public comment, except to make: (1) a statement of specific, factual information given in response to the inquiry, or (2) a recitation of existing policy in response to the inquiry. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting per Texas Local Government code Sec. 551.042

Citizen comments will be allowed at the beginning of every meeting, or alternatively, before an item on the agenda upon which the citizen wishes to speak is to be considered. All citizens will be allowed to comment for **three (3) minutes** per person and shall be allowed more time at the Mayor or Chair's discretion. In addition, citizens may pool their allotted speaking time. To pool time, a speaker must present the names individuals present in the audience who wish to yield their three(3) minutes. Citizens may present materials regarding any agenda item to the City Secretary at or before a meeting, citizens attending any meeting are requested to complete a form providing their name, address, and agenda item/concern, but are not required to do so before speaking and presenting it to the City Secretary prior to the beginning of such meeting. Comments may only be disallowed and/or limited as per Government Code § 551.007(e).

Submit written comments by email to [City.Secretary@WoodcreekTX.gov](mailto:City.Secretary@WoodcreekTX.gov) by **NOON**, the day prior to the meeting. Please include your full name, home or work address, and the agenda item number. Written comments will be part of the official written record only.

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# AGENDA

## CALL TO ORDER

## MOMENT OF SILENCE

## PLEDGES

## ROLL CALL and ESTABLISH QUORUM

## PUBLIC COMMENTS

## CONSENT CALENDAR

1. Approval of Amended Regular City Council Meeting Minutes From July 10, 2024.
2. Approval of Special City Council Budget Workshop Minutes From July 17, 2024.
3. Approval of Regular City Council Meeting Minutes From July 24, 2024.
4. Submission of the Hays County Appraisal District Certified FY 2024-2025 Property Tax Roll to City Council (Staff)

## REPORTS FROM OFFICERS AND COUNCIL LIAISONS

5. Report By Planning and Zoning Liaison. (Grummert)
  - Appointment of Chairperson and Vice-Chairperson.
  
6. Report by City Administrator. (Burton)
  - a) Expenses for City of Woodcreek Fourth of July Celebration at VFW
  - b) Hays County Sheriff Office July Patrol Report
  - c) Street Signs
  - d) Code Enforcement Activity for July
  - e) Check Register
  - f) Quarterly Financials
  - g) City Hall Updates
  - h) Engineering Requests
  
7. Memorandum from Ordinance Review Committee Chairperson Miller regarding Comprehensive Plan input request by the City of Woodcreek City Council (Hines)

## REGULAR AGENDA

8. Discussion and possible action to accept the 2024 Safety Enhancement Program as prepared by Freeland Turk and post the bid package. (Hines)
9. Discuss and Take Appropriate Action To Request City Staff to Create An RFP For A Survey Along Brookhollow Drive To Determine The Exact Location of the City's Right-of-Way. (Bailey)
10. Discuss and Take Appropriate Action To Accept the Revisions Made to the 2024-2025 FY City of Woodcreek Proposed Annual Budget and Submitted to the City Secretary. (Staff)
11. Discuss and Take Possible Action To Set A Date To Hold the Public Hearings For the Proposed Budget and the Proposed Tax Rate. (Staff)
12. Discuss and Take Possible Action to Accept A Proposed Budget and Approve Spending For the City of Woodcreek 40th Celebration at Camp Young Judaea on August 18, 2024. (Hines)
13. Discuss and Take Appropriate Action To update the City of Woodcreek Procurement Policy, Resolution 2024-08-14-01. (Grummert)
14. Discuss and Take Appropriate Action To update the City of Woodcreek Fund Balance Policy, Resolution 2024-08-14-02. (Grummert)
15. Discuss and Take Appropriate Action On edits to Ordinance Chapter 30.15 Municipal Manager/Administrator. (Grummert)
16. Discuss and Take Appropriate Action On edits to Ordinance Chapter 30.16 Municipal Secretary. (Grummert)
17. Discussion and take action to authorize staff to purchase a continuous read Dark Skies Meter to be installed on city-owned property. (Hines)
18. Discuss and take possible action to direct staff to install parking signs and poles at Par View. (Hines)

## COUNCIL CONSIDERATIONS FOR AGENDA ITEMS AT NEXT REGULAR COUNCIL MEETING

### ANNOUNCEMENTS

### ADJOURN

### POSTING CERTIFICATION

I certify that the above notice was posted on the 9<sup>th</sup> day of August, 2024, at 12:00 PM.

By:   
**Suzanne J. MacKenzie, City Secretary**

**Mayoral, Staff or City Council Member  
Agenda Item Submission**

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Suzanne Mac Kenzie, City Secretary
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Approval of Amended Regular City Council Meeting Minutes From July 10, 2024.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Approval of Regular City Council Meeting Minutes From  
July 10, 2024.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

Mayor Pro Tem Hines made changes to original submitted meeting minutes.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

To approve the amended regular City Council Meeting Minutes from July 10, 2024.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. 2024-07-10 RCC Minutes DRAFT Amended

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

**CITY COUNCIL MEETING (CITY HALL)  
July 10, 2024; 6:30 PM  
Woodcreek, Texas**

**MINUTES**

**CALL TO ORDER**

Mayor Rasco Called the Meeting to Order at 6:30PM.

**MOMENT OF SILENCE**

**PLEDGES**

**ROLL CALL and ESTABLISH QUORUM**

PRESENT

Mayor Jeff Rasco  
Mayor Pro Tem Debra Hines  
Council Member Linnea Bailey  
Council Member Chrys Grummert  
Council Member Bob Hambrick  
Council Member Krista Richardson

CITY STAFF PRESENT

City Secretary, Suzanne Mac Kenzie  
City Attorney, Charles Zech

**Deleted:** – A representative of Denton, Navarro, Rocha, Bernal & Zech, P.C.

**PUBLIC COMMENTS**

No Public Comments were offered.

**CONSENT AGENDA**

1. **Approval of Amended Regular City Council Meeting Minutes From June 12, 2024.**
2. **Approval of City Council Budget Workshop Minutes From June 26, 2024.**
3. **Approval of Regular City Council Meeting Minutes From June 26, 2024.**
4. **Approval of the Ordinance Previously Adopted On June 12, 2024, Ordering An Election of the City of Woodcreek For Three(3) At-Large Council Member Positions in the November 5, 2024 General Election To Include Bilingual Requirements of Election Code 272. (Staff)**

Motion was made by Council Member Grummert to approve Items 1, 2 and 4 of the Consent Agenda and move Item 3 into the Regular Agenda. Motion was seconded by Mayor Pro Tem Hines.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

#### REPORTS FROM OFFICERS AND COUNCIL LIAISONS

5. Report by Infrastructure and Mobility Panel Liaison. (Bailey)  
- Panel Recommendation regarding road surface patchwork on North to South leg of Deerfield Drive.
6. Report by Parks and Recreation Board Liaison. (Hambrick)
  - A. Bid package request ADA bathrooms at Creekside Park
  - B. Summary for Augusta Park and POSAC details
7. Report by the Planning and Zoning Commission Liaison. (Grummert)
  - a) Resignation of Chairperson Davenport
  - b) Re-Zoning "The Triangle" From A Right-of-Way to A City Park and possible Joint Public Hearing
  - c) Preliminary Replat of Lots 9A and 11A in the Oak Orchard Enclave.
  - d) Biennial Review of the City of Woodcreek's Comprehensive Plan, Adopted October 12, 2022
8. Report by City Staff. (Burton)
  - a) Texas Division of Emergency Management/ Federal Emergency Management Agency Funds, expenditures and reimbursements related to the 2023 Winter Ice Storm Event
  - b) Update on Finances - Check Registers

**REGULAR AGENDA**

3. (Moved from Consent Agenda) **Approval of Regular City Council Meeting Minutes From June 26, 2024.**

Motion was made by Council Member Grummert to approve the meeting minutes from June 26, 2024, with edits. Motion was seconded by Council Member Richardson.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

9. **Discuss and Take Possible Action on the Recommendation From the Infrastructure and Mobility Panel Regarding the Performance of Road Surface Patchwork On The North to South Section of Deerfield Drive, Utilizing Street Maintenance Funds.** (Bailey)

Motion was made by Council Member Bailey that we take action to approve the recommendation from the Infrastructure and Mobility Panel regarding the performance of Road Surface Patchwork on the North to South section of Deerfield Drive, not to exceed \$6,000. Motion was seconded by Council Member Grummert.

An Amended Motion was made by Mayor Pro Tem Hines to direct Freeland Turk to develop the bid package for this scope of work. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands on the Amended Motion.

Motion Passed: 5-0-0.

Mayor Rasco Called for the vote by Show of Hands on the Main Motion.

Motion Passed: 5-0-0.

**10. Discuss and Take Possible Action on the Recommendation From the Planning and Zoning Commission to Approve the Preliminary Replat of Lot 9A & 11A in the Oak Orchard Enclave.** (Grummert)

Motion was made by Council Member Grummert to combine Items 10 and 11 and accept the Planning and Zoning recommendation and that Council approve the preliminary replat of Lot 9A & 11A of the Oak Orchard Enclave. Motion was seconded by Mayor Pro Tem Hines.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

**11. Discuss and possible action on a request for approval of a preliminary replat of Lot 9A & 11A of the Oak Orchard Enclave.** (Burton)

This item was combined with Item #10, above.

**12. Discuss and Take Possible Action on the Recommendation From the Planning and Zoning Commission To Hold A Joint Public Hearing with City Council For the Possible Re-Zoning of the "Triangle" From A Right-of-Way to A City Park (P-1).** (Grummert)

Motion was made by Council Member Grummert that Council hold a Joint Public Hearing with Planning and Zoning for the possible re-zoning of the Triangle from a right-of-way to a city park. Motion was seconded by Council Member Hambrick.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

**Deleted:** An Amended Motion was made by Council Member Grummert to ask Staff to work with P&Z Chair and the Mayor to set the date and time of this Joint Public Hearing to coincide with the August P&Z meeting and begin the required process associated with holding a Public Hearing. No second was offered.¶

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13. **Discuss and Take Possible Action on the Recommendation From the Planning and Zoning Commission Regarding the Comprehensive Plan Biennial Review.** (Grummert)

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Motion was made by Council Member Grummert to accept the Planning and Zoning Comprehensive Plan Biennial Review. Motion was seconded by Council Member Richardson.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

14. **Discussion and possible action approving a final design and plan for improvements at The Triangle for the 2023-2024 annual beautification project.** (Hines)

Motion was made by Mayor Pro Tem Hines to approve the final design and plan for improvements at the Triangle, with the proposal of an increase in the budget to \$3,000, utilizing \$1,000 from the P.O.S.A.C. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

15. **Discuss and Take Possible Action To Adopt An Ordinance Establishing The Public Information Policy For The City of Woodcreek, Texas, As Amended By Council On May 8, 2024.** (Staff)

Motion was made by Council Member Grummert to adopt amending Ordinance 24-333 establishing the Public Information Policy for the City of Woodcreek, Texas. Motion was seconded by Mayor Pro Tem Hines.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

16. **Discussion and possible action on removing the current City Arborist Request for Proposals/Bids (RFP), edit, repost for the 2024-2025 budget year, and add direct solicitation action with a minimum of five(5) local vendors by City Staff.** (Hines)

Motion was made by Mayor Pro Tem Hines to remove the current City Arborist Request for Proposals, edit and repost for 2024-2025 budget year and add a direct solicitation action with a minimum of five(5) local vendors by City Staff. Motion was seconded by Council Member Richardson.

An Amended Motion was made by Mayor Pro Tem Hines to post the current edit starting on page 81 now. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands on the Amended Motion.  
Motion Passed: 5-0-0.

Mayor Rasco Called for the vote by Show of Hands on the Main Motion.  
Motion Passed: 5-0-0.

17. **Discuss and Take Possible Action to Update the Policies and Procedures as it relates to the two-way communications between Council's Advisory Boards and Council.** (Grummert)

Motion was made by Council Member Grummert that we take action to update the policies and procedures as it relates to the two-way communications between Council's Advisory Boards and Council. Motion was seconded by Council Member Richardson.

Council Member Grummert moved to suspend the rules as it relates to discussion on this item because we may need more free flowing. Receiving no objection, this action was approved by Mayor Rasco.

An Amended Motion was made by Council Member Grummert to postpone this to a workshop at a future date. Motion was seconded by Council Member Richardson.

Mayor Rasco Called for the vote by Show of Hands on the Postponement.  
Motion Passed: 5-0-0.

18. **Discuss and take appropriate action to engage in a professional services agreement with a municipal administration consultant to provide the city with guidance on the appropriate roles and duties of the city administrator for a city like Woodcreek, to provide direct guidance to Staff and Mayor, and to serve as part-time municipal administration advisor.** (Rasco)

Motion was made by Mayor Pro Tem Hines that you select Michael Boese and Brian McDougal for Staff to consider and have a one-on-one. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

19. **Discussion and possible action to assign Council Members to individual appointees, Karen Duncan and Jim Miller, on the Planning and Zoning Commission thereby tying these appointments to election cycles per ordinance.** (Hines)

Motion was made by Mayor Pro Tem Hines that Karen Duncan's term on the Planning and Zoning Commission be assigned to Krista Richardson for purposes of aligning appointments on the P&Z with that of an election cycle, per ordinance. Motion was seconded by Council Member Richardson.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

Motion was made by Mayor Pro Tem Hines that Jim Miller's term on the Planning and Zoning Commission be assigned to Debra Hines for purposes of aligning appointments on the P&Z with that of an election cycle, per ordinance. Motion was seconded by Council Member Richardson.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

**20. Discussion and possible action to accept a proposed budget for fiscal year 2024 - 2025 and direct City Staff to post on the City website before the July 20th 2024 deadline for such posting (Rasco)**

Motion was made by Mayor Pro Tem Hines to approve the proposed budget for fiscal year 2024-2025 and direct Staff to post on the City website before the July 20<sup>th</sup>, 2024 deadline for such posting. Motion was made by Council Member Hambrick.

An Amended Motion was made by Council Member Hambrick to amend the budget with all the things that we have just spoken about and move forward with this new budget amount of \$23,685 as the negative, as amended. Motion was seconded by Council Member Richardson.

Legal proposed a "Motion to approve the proposed budget as amended." Council Member Hambrick accepted the amendment.

Mayor Rasco Called for the vote by Show of Hands on the Amended Motion.

Motion Passed: 5-0-0.

Mayor Rasco Called for the vote by Show of Hands on the Main Motion.

Motion Passed: 5-0-0.

**COUNCIL CONSIDERATIONS FOR AGENDA ITEMS AT NEXT REGULAR COUNCIL MEETING**

- i. *Introduced by Council Member Grummert*
  - a. *Two-Way Communications as possible Workshop*
  - b. *Possibly the Fund Balance Policy and Procurement Policy*
- ii. *Introduced by Council Member Richardson*
  - a. *Tree Board Report*
- iii. *Introduced by Mayor Pro Tem Hines*
  - a. *Rainwater Collection on City Properties*
  - b. *Bathroom at Creekside Park*

**ANNOUNCEMENTS**

Hog Wild Event Invitation from Charlie Zech

**ADJOURN**

Mayor Rasco Adjourned the Meeting at 9:14 PM.

\_\_\_\_\_  
*Jeff Rasco, Mayor*

\_\_\_\_\_  
*Suzanne Mac Kenzie, City Secretary*

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DRAFT

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Suzanne Mac Kenzie, City Secretary
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Approval of Special City Council Budget Workshop Minutes From July 17, 2024.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Approval of Council Budget Workshop Meeting Minutes From  
July 17, 2024.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

None

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

To approve the Special City Council Budget Workshop Minutes from July 17, 2024.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. 2024-07-17 Budget Workshop Minutes DRAFT

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

**SPECIAL CITY COUNCIL BUDGET WORKSHOP (CITY HALL)**  
**July 17, 2024; 4:00 PM**  
**Woodcreek, Texas**

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**MINUTES**

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**AGENDA**

**CALL TO ORDER**

Mayor Rasco Called the Meeting to Order at 4:00 PM.

**ROLL CALL and ESTABLISH QUORUM**

PRESENT

Mayor Jeff Rasco  
Mayor Pro Tem Debra Hines  
Council Member Linnea Bailey  
Council Member Chrys Grummert  
Council Member Bob Hambrick

ABSENT

Council Member Krista Richardson

CITY STAFF PRESENT

City Secretary, Suzanne Mac Kenzie  
City Attorney, Charles Zech

**PUBLIC COMMENTS**

No Public Comments were offered.

**REGULAR AGENDA**

1. **Workshop to discuss the 2024-2025 Fiscal Year, City of Woodcreek Annual Budget.** (Rasco)

Workshop Opened at 4:03 PM

Workshop Closed at 5:25 PM

**ANNOUNCEMENTS - None**

**ADJOURN**

Mayor Rasco Adjourned the Meeting at 5:25 PM.

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*Jeff Rasco, Mayor*

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*Suzanne Mac Kenzie, City Secretary*

DRAFT



**Mayoral, Staff or City Council Member  
 Agenda Item Submission**

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Suzanne Mac Kenzie, City Secretary
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Approval of Regular City Council Meeting Minutes From July 24, 2024.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Approval of Regular City Council Meeting Minutes From July 24, 2024.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

None

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*  
 To approve the amended regular City Council Meeting Minutes from July 24, 2024.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. 2024-07-24 RCC Minutes DRAFT

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

**CITY COUNCIL MEETING (CITY HALL)  
July 24, 2024; 4:00 PM  
Woodcreek, Texas**

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**MINUTES**

**CALL TO ORDER**

Mayor Rasco Called the Meeting to Order at 4:00PM.

**MOMENT OF SILENCE**

**PLEDGES**

**ROLL CALL and ESTABLISH QUORUM**

PRESENT

Mayor Jeff Rasco  
Mayor Pro Tem Debra Hines  
Council Member Linnea Bailey  
Council Member Chrys Grummert  
Council Member Bob Hambrick  
Council Member Krista Richardson

CITY STAFF PRESENT

City Secretary, Suzanne Mac Kenzie  
City Attorney, Charles Zech

**PUBLIC COMMENTS**

No Public Comments were offered.

**CONSENT CALENDAR**

1. **Approval of Amended Regular City Council Meeting Minutes From June 26, 2024.**
2. **Approval of Special City Council Budget Workshop Meeting Minutes From July 3, 2024.**
3. **Approval of Special City Council Budget Workshop Meeting Minutes From July 10, 2024.**
4. **Approval of Regular City Council Meeting Minutes From July 10, 2024.**

Mayor Pro Tem Hines requested that Item 4 be removed from the Consent Agenda and move it into the Regular Agenda. With no objections received, Mayor Rasco approved and moved the item into the Regular Agenda.

Motion was made by Mayor Pro Tem Hines that we pass Items 1 through 3 in the Consent Agenda. Motion was seconded by Council Member Richardson.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

## REPORTS FROM OFFICERS AND COUNCIL LIAISONS

5. Report by Parks and Recreation Board Liaison.  
Report of Progress to City Council from the Parks and Recreation Board to include plan changes that have been made, both additions and deletions in design, to be forwarded to POSAC.
  
6. Report by Tree Board Liaison.
  - a. Judy Newton has joined the Tree Board
  - b. We have started working in sub-committees to make progress on the Woodcreek Tree Care Management Plan
  - c. Arbor Day 2025 has been scheduled for April 4th
  - d. They have comprised a list of trees on City property that are in serious decline and need attention/removal.
  - e. The Tree Board will start hosting a second event every Fall, a 5k "Run for the Trees"
  - f. Oak wilt RFP has been sent out to local arborists

## REGULAR AGENDA

4. (Moved from Consent Agenda) **Approval of Regular City Council Meeting Minutes From July 10, 2024.**

Mayor Pro Tem Hines made a motion to edit the meeting minutes from July 10<sup>th</sup>. Motion was seconded by Council Member Grummert.

Mayor Rasco added that the minutes would be brought back to Council.

Mayor Rasco Called for the vote by Show of Hands.

Motion Passed: 5-0-0.

7. **Workshop for the two-way communication of Council's Advisory Boards and Council.** (*Grummert*)

Workshop Opened at 4:12 PM.

Workshop Closed at 5:04 PM.

8. **Discuss and Take Possible Action on the two-way communication of Council's Advisory Boards and Council.** (*Grummert*)

Motion was made by Council Member Grummert that Council direct Council Member Grummert to add the section starting on the bottom of page 44 of the packet to the Liaison Policy and bring it back for approval, as amended. Motion was seconded by Council Member Richardson.

An Amendment was made by Council Member Hambrick to perhaps we postpone this until our Advisory Board Chairs get another look at it before we, for instance if they think there is something else that they think is going to need to be added or taken away to make it as good or better for the Advisory Board than it is now. Motion was seconded by Council Member Bailey.

Mayor Rasco Called for the vote by Show of Hands on the Amendment.

Voting Yea: Council Member Bailey, Council Member Hambrick

Voting Nay: Council Member Grummert, Mayor Pro Tem Hines, Council Member Richardson

Motion Failed: 2-3-0.

A Second Amendment was made by Mayor Pro Tem Hines to strike "add section" portion. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands on the Second Amendment.

Motion Passed: 5-0-0.

Mayor Rasco Called for the vote by Show of Hands on the Main Motion.

Voting Yea: Council Member Bailey, Council Member Grummert, Mayor Pro Tem Hines, Council Member Richardson

Voting Nay: Council Member Hambrick

Motion Passed: 4-1-0.

9. **Discuss and take appropriate action to select a municipal administration consultant and direct Mayor and Staff to enter into an agreement for professional services.** (*Rasco*)

Motion was made by Mayor Pro Tem Hines that we select Mike Boese as a Municipal Administration Consultant for the City of Woodcreek and direct the Mayor and Staff to enter into an agreement for professional services, as amended. Motion was seconded by Council Member Hambrick.

An Amendment was made by Mayor Pro Tem Hines that the cost of services not to exceed \$20,000 without additional Council approval. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands on the Amendment.

Motion Passed: 5-0-0.

Mayor Rasco Called for the vote by Show of Hands on the Main Motion.

Motion Passed: 5-0-0.

10. **Discuss and Take Appropriate Action on Updating the Comprehensive Plan, Including but not Limit to Creation of a Survey, and Updating the Demographics Section with the most Recent Census Data.** (*Grummert*)

Motion was made by Council Member Grummert that Council take action to update the Comprehensive Plan, including creating a citizen survey and updating the demographics section using the most recent Census Data, as amended. Motion was seconded by Mayor Pro Tem Hines.

An Amendment was made by Mayor Pro Tem Hines to state liaisons shall contact their Boards about tasks outlined in the Comp Plan uncompleted and they should make a general call for questions to be added for consideration. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands on the Amendment.

Motion Passed: 5-0-0.

A Second Amendment was made by Mayor Pro Tem Hines to direct the Mayor to seek professional consulting. Motion was seconded by Council Member Grummert.

Mayor Rasco Called for the vote by Show of Hands on the Second Amendment.

Motion Passed: 5-0-0.

Mayor Rasco Called for the vote by Show of Hands on the Main Motion.

Motion Passed: 5-0-0.

### **COUNCIL CONSIDERATIONS FOR AGENDA ITEMS AT NEXT REGULAR COUNCIL MEETING**

- i. *Introduced by Council Member Bailey, Seconded by Mayor Pro Tem Hines*  
- Pedestrian Survey with input from I&M Panel
- ii. *Introduced by Council Member Grummert, Seconded by Council Member Hambrick*  
- Update to Fund Balance Policy and Procurement Policy with resolutions
- iii. *Introduced by Council Member Grummert, Seconded by Mayor Pro Tem Hines*  
- Redline drafts of City Administrator and City Secretary position (Ch. 30)
- iv. *Introduced by Council Member Bailey, Seconded by Mayor Pro Tem Hines*  
- Placement of sidewalks
- v. *Introduced by Mayor Pro Tem Hines, Seconded by Council Member Grummert*  
- Rainwater collection on all city structures and ADA restroom on-site build
- vi. *Introduced by Mayor Pro Tem Hines, Seconded by Council Member Bailey*  
- Proposed budget
- vii. *Introduced by Mayor Rasco*  
- Replat of Oak Orchard Enclave

6:16PM – 6:18PM Council Member Grummert left the meeting

### **ANNOUNCEMENTS**

August 18<sup>th</sup> - 40<sup>th</sup> Anniversary Celebration for the City of Woodcreek at the Camp

**ADJOURN**

Mayor Rasco Adjourned the Meeting at 6:18 PM.

---

*Jeff Rasco, Mayor*

---

*Suzanne Mac Kenzie, City Secretary*

DRAFT

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Suzanne Mac Kenzie, City Secretary
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Submission of the Hays County Appraisal District Certified FY 2024-2025 Property Tax Roll to City Council (Staff)

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

\*Click [HERE](#) To Select The Beginning of Your Agenda Item From the Drop-Down List

Submission of the Hays County Appraisal District Certified FY 2024-2025 Property Tax Roll to City Council (Staff)

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

This document is calculated and sent to Staff annually by the Hays County Appraisal District. This is the formal presentation of the numbers to City Council.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

To accept the Hays County Appraisal District Certified FY 2024-2025 Property Tax Roll

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. COVER
2. 2024 HaysCAD Certified Tax Roll

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney



2024 CERTIFICATION OF VALUES\_\_CITY OF WOODCREEK\_CWC



2024 ASSESSMENT ROLL GRAND TOTALS REPORT

	PRE-CERTIFIED	LESS 15%	CERTIFIED
<b>This Year Certified Taxable</b>	372,041,303		372,041,303
<b>This Year Taxable Under Protest</b>	1,871,125	280,669	1,590,456
<b>This Year OA Frozen Taxable</b>			
<b>This Year DP Frozen Taxable</b>			
<b>This Year Frozen Taxable</b>			

2024 EFFECTIVE TAX RATE REPORT

- Last Year Tax Rate
- Last Year Taxable now Exempt
- Last Year Taxable now AG Loss
- Last Year Taxable Deannexed
- This Year Taxable Annexed
- This Year Taxable New Imp.
- New Exemptions
- Section 52&59 New Property Value
- Value Due to Reduced or Expiring Abatements

*Laura Raven* July 23, 2024

**LAURA RAVEN  
CHIEF APPRAISER  
HAYS CENTRAL APPRAISAL DISTRICT**

**Emailed to the following:**  
woodcreek@woodcreektx.gov;  
manager@woodcreektx.gov;  
jeff.rasco@woodcreektx.gov

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# Assessment Roll Grand Totals Report

Tax Year: 2024 As of: Certification

Property Types: N, R, A, M, P

CWC - CITY OF WOODCREEK (ARB Approved Totals)

Number of Properties: 1049

## Land Totals

Land - Homesite	(+)	\$68,142,070		
Land - Non Homesite	(+)	\$20,312,338		
Land - Ag Market	(+)	\$0		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
<b>Total Land Market Value</b>	<b>(=)</b>	<b>\$88,454,408</b>	<b>(+)</b>	<b>\$88,454,408</b>

## Improvement Totals

Improvements - Homesite	(+)	\$300,596,080		
Improvements - Non Homesite	(+)	\$26,882,894		
<b>Total Improvements</b>	<b>(=)</b>	<b>\$327,478,974</b>	<b>(+)</b>	<b>\$327,478,974</b>

## Other Totals

Personal Property (13)		\$2,514,485	(+)	\$2,514,485
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
<b>Total Market Value</b>			<b>(=)</b>	<b>\$418,447,867</b>
Total Homestead Cap Adjustment (514)			(-)	\$24,827,860
Total Circuit Breaker Limit Cap Adjustment (18)			(-)	\$284,492
Total Exempt Property (38)			(-)	\$3,806,650

## Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$0		
Ag Use (0)	(-)	\$0		
Timber Use (0)	(-)	\$0		
<b>Total Productivity Loss</b>	<b>(=)</b>	<b>\$0</b>	<b>(-)</b>	<b>\$0</b>
<b>Total Assessed</b>			<b>(=)</b>	<b>\$389,528,865</b>

## Exemptions

(HS Assd 281,583,824 )

(HS) Homestead Local (650)	(+)	\$0		
(HS) Homestead State (650)	(+)	\$0		
(O65) Over 65 Local (421)	(+)	\$12,268,192		
(O65) Over 65 State (421)	(+)	\$0		
(DP) Disabled Persons Local (9)	(+)	\$240,000		
(DP) Disabled Persons State (9)	(+)	\$0		
(DV) Disabled Vet (15)	(+)	\$160,000		
(DVX) Disabled Vet 100% (8)	(+)	\$4,186,939		
(DVXSS) DV 100% Surviving Spouse (1)	(+)	\$604,926		
(VEH) Vehicle Use-HB1022 (2)	(+)	\$16,000		
(SOL) Solar (2)	(+)	\$11,505		
<b>Total Exemptions</b>	<b>(=)</b>	<b>\$17,487,562</b>	<b>(-)</b>	<b>\$17,487,562</b>
<b>Net Taxable (Before Freeze)</b>			<b>(=)</b>	<b>\$372,041,303</b>

# Assessment Roll Grand Totals Report

Tax Year: 2024 As of: Certification

Property Types: N, R, A, M, P

CWC - CITY OF WOODCREEK (Under ARB Review Totals)

Number of Properties: 21

## Land Totals

Land - Homesite	(+)	\$0		
Land - Non Homesite	(+)	\$254,350		
Land - Ag Market	(+)	\$0		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
<b>Total Land Market Value</b>	<b>(=)</b>	<b>\$254,350</b>	<b>(+)</b>	<b>\$254,350</b>

## Improvement Totals

Improvements - Homesite	(+)	\$0		
Improvements - Non Homesite	(+)	\$1,513,449		
<b>Total Improvements</b>	<b>(=)</b>	<b>\$1,513,449</b>	<b>(+)</b>	<b>\$1,513,449</b>

## Other Totals

Personal Property (18)		\$301,628	(+)	\$301,628
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
<b>Total Market Value</b>			<b>(=)</b>	<b>\$2,069,427</b>
Total Homestead Cap Adjustment (0)			(-)	\$0
Total Circuit Breaker Limit Cap Adjustment (0)			(-)	\$0
Total Exempt Property (0)			(-)	\$0

## Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$0		
Ag Use (0)	(-)	\$0		
Timber Use (0)	(-)	\$0		
<b>Total Productivity Loss</b>	<b>(=)</b>	<b>\$0</b>	<b>(-)</b>	<b>\$0</b>
<b>Total Assessed</b>			<b>(=)</b>	<b>\$2,069,427</b>

## Exemptions

(HS Assd 0 )

(HB366) House Bill 366 (6)	(+)	\$7,708		
(AUTO) Lease Vehicles Ex (2)	(+)	\$190,594		
<b>Total Exemptions</b>	<b>(=)</b>	<b>\$198,302</b>	<b>(-)</b>	<b>\$198,302</b>
<b>Net Taxable (Before Freeze)</b>			<b>(=)</b>	<b>\$1,871,125</b>

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

As Of: Certification

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HAYSCAD

Taxing Units: CWC(ARB Approved)

## BREAKDOWN OF APPRAISED VALUE

PROPERTY USE CATEGORY	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR ACCOUNTS	PRIOR APPRAISED VALUE	APPRAISED VALUE
A: REAL, RESIDENTIAL, SINGLE-FAMILY	854	855	\$400,831,897	\$381,186,544
B: REAL, RESIDENTIAL, MULTI-FAMILY	18	15	\$20,299,830	\$18,723,084
C: REAL, VACANT PLATTED LOTS/TRACTS	132	135	\$8,166,125	\$8,687,828
D: REAL, ACREAGE ( LAND ONLY)	14.55 (ACRES)	0.00 (ACRES)	\$486,770	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	1	2	\$372,770	\$859,540
F: REAL, COMMERCIAL AND INDUSTRIAL	8	8	\$2,630,979	\$2,669,736
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	4	4	\$2,055,625	\$2,202,914
L: TANGIBLE PERSONAL, BUSINESS	19	9	\$298,817	\$311,571
M: TANGIBLE PERSONAL, OTHER	0	0	\$0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0	\$0
O: REAL, INVENTORY	8	0	\$491,960	\$0
X: EXEMPT	8	0	\$172,932	\$0
S: SPECIAL INVENTORY	1	0	\$2,997	\$0
ERROR:	0	0	\$0	\$0
TOTAL APPRAISED VALUE			\$435,810,702	\$414,641,217
TOTAL EXEMPT PROPERTY	37	38	\$3,609,020	\$3,806,650
TOTAL MARKET VALUE ON ROLL TOTALS PAGE				\$418,447,867
ADJUSTMENT FOR EXCEPTIONS, INCLUDING SPLIT JURISDICTIONS AND PARTIAL HS				\$6,734,746

# Comptrollers Audit Report

Location: Appraisal

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HAYSCAD

Taxing Units: CWC(ARB Approved)

## CATEGORY A: REAL, RESIDENTIAL, SINGLE-FAMILY

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
A1	751	752	A1-Residential (sf, 5 Ac Or Less)	\$365,805,637	\$348,667,575
A3	100	100	A3-Condos/townhouses/garden Homes	\$33,637,050	\$31,165,759
A5	1	1	A5-Residential (more Than 5 Ac)	\$561,300	\$525,300
A9	2	2	A9-Residential (misc Impts)	\$827,910	\$827,910
	-----	-----		-----	-----
	854	855		\$400,831,897	\$381,186,544

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Approved)

## CATEGORY B: REAL, RESIDENTIAL, MULTI-FAMILY

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
B1	2	2	B1-Multi Family (> 4-plex)	\$11,558,737	\$12,304,540
B2	6	5	B2-Duplexes	\$2,067,494	\$1,772,582
B3	10	8	B3-Fourplex (triplex Included)	\$6,673,599	\$4,645,962
	-----	-----		-----	-----
	18	15		\$20,299,830	\$18,723,084



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Taxing Units: CWC(ARB Approved)

## CATEGORY C: REAL, VACANT PLATTED LOTS / TRACTS

SPTB CODE	Type	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
C1	C1	122	124	C1-Vac Platted - 5.00 Ac Or Less	\$6,602,905	\$6,770,868
C1	C1A	1	0	C1A - Vac Platted - Commercial	\$1,850	\$0
C1	NPG	2	3	NATIVE PASTURE GOOD	\$2,580	\$165,810
C1	RW	1	1	RW-ROADWAY	\$1,380	\$1,380
C1A	C1A	0	1	C1A - Vac Platted - Commercial	\$0	\$2,500
C1A	NPG	1	1	NATIVE PASTURE GOOD	\$226,520	\$377,310
C3	C3	5	5	C3-Vac Platted > 5 Ac	\$1,330,890	\$1,369,960
		-----	-----			
		132	135		\$8,166,125	\$8,687,828

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Taxing Units: CWC(ARB Approved)

## CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Taxing Units: CWC(ARB Approved)

## CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D-1

SPTB CODE	TYPE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR ACRES	ACRES	PRIOR MARKET VALUE	MARKET VALUE	PRIOR PROD. VALUE	PROD. VALUE
D1	WLM-NPG	1	0	WILDLIFE MGMT-NATIVE PASTURE GOOD	14.55	0.00	\$486,770	\$0	\$2,130	\$0
-----					14.55	0.00	\$486,770	\$0	\$2,130	\$0
		1	0							

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Taxing Units: CWC(ARB Approved)

## CATEGORY D: OTHER LAND IN CATEGORY D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Taxing Units: CWC(ARB Approved)

## CATEGORY E: REAL, FARM AND RANCH IMPROVEMENTS

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
E1	1	1	E1-Rural Land not Qualified for Open-space Appraisal < 5 AC	\$372,770	\$372,770
E5	0	1	E5-Rural Land Not Qualified for Open-space Appraisal > 5 AC	\$0	\$486,770
	-----	-----		-----	-----
	1	2		\$372,770	\$859,540

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Taxing Units: CWC(ARB Approved)

## CATEGORY F: REAL, COMMERCIAL, AND INDUSTRIAL

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
F1	8	8	F1-Commercial - Real Property	\$2,630,979	\$2,669,736
	-----	-----		-----	-----
	8	8		\$2,630,979	\$2,669,736

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Taxing Units: CWC(ARB Approved)

## CATEGORY G: REAL, GAS, AND OTHER MINERALS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Taxing Units: CWC(ARB Approved)

## CATEGORY H: TANGIBLE PERSONAL, VEHICLES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0



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Taxing Units: CWC(ARB Approved)

## CATEGORY I: REAL & INTANGIBLE PERSONAL, BANKS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Taxing Units: CWC(ARB Approved)

## CATEGORY J: REAL & INTANGIBLE PERSONAL, UTILITIES

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
J1	2	2	J1-Water Systems	\$1,705,500	\$1,832,000
J3	1	1	J3-Electric Companies	\$307,164	\$320,305
J4	1	1	J4-Telephone Companies	\$42,961	\$50,609
	-----	-----		-----	-----
	4	4		\$2,055,625	\$2,202,914

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Taxing Units: CWC(ARB Approved)

## CATEGORY L: TANGIBLE PERSONAL, BUSINESS

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
L1	4	5	L1-Commercial - Personal Property	\$208,034	\$255,799
L3	15	4	L3-Comm - Pp (lease Equip & Autos)	\$90,783	\$55,772
	-----	-----		-----	-----
	19	9		\$298,817	\$311,571

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Taxing Units: CWC(ARB Approved)

## CATEGORY M: TANGIBLE PERSONAL, OTHER

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Taxing Units: CWC(ARB Approved)

## CATEGORY N: INTANGIBLE PERSONAL

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Taxing Units: CWC(ARB Approved)

## CATEGORY O: REAL, INVENTORY

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
O1	8	0	O1-REAL INVENTORY - VAC 5.00 AC OR LESS	\$491,960	\$0
	-----	-----		-----	-----
	8	0		\$491,960	\$0

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Approved)

## CATEGORY S: SPECIAL INVENTORY

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
S7	1	0	S7 - Special Inventory - Trailers 4,000+ lbs	\$2,997	\$0
	-----	-----		-----	-----
	1	0		\$2,997	\$0

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Approved)

## CATEGORY X: EXEMPT

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
XB-11.145	6	0	XB-11.145 - Income Producing Tangible Pers Prop valued <2500	\$7,708	\$0
XN-11.252	2	0	XN-11.252 - Motor Vehicles leased for personal use	\$165,224	\$0
	-----	-----		-----	-----
	8	0		\$172,932	\$0



# Comptrollers Audit Report

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Taxing Units: CWC(ARB Approved)

PROPERTY USE CATEGORY	BREAKDOWN OF EXEMPT VALUE		PRIOR APPRAISED VALUE	APPRAISED VALUE
	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR ACCOUNTS		
A: REAL, RESIDENTIAL, SINGLE-FAMILY	0	0	\$0	\$0
B: REAL, RESIDENTIAL, MULTI-FAMILY	0	0	\$0	\$0
C: REAL, VACANT PLATTED LOTS/TRACTS	0	0	\$0	\$0
D: REAL, ACREAGE ( LAND ONLY)	0.00 (ACRES)	0.00 (ACRES)	\$0	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	0	0	\$0	\$0
F: REAL, COMMERCIAL AND INDUSTRIAL	0	0	\$0	\$0
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0	\$0
L: TANGIBLE PERSONAL, BUSINESS	0	0	\$0	\$0
M: TANGIBLE PERSONAL, OTHER	0	0	\$0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0	\$0
O: REAL, INVENTORY	0	0	\$0	\$0
X: EXEMPT	37	38	\$3,609,020	\$3,806,650
S: SPECIAL INVENTORY	0	0	\$0	\$0
ERROR:	0	0	\$0	\$0
TOTAL APPRAISED VALUE	37	38	\$3,609,020	\$3,806,650
TOTAL EXEMPT PROPERTY VALUE ON ROLL TOTALS PAGE				\$3,806,650

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Approved)

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Approved)

## CATEGORY X: EXEMPT

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
XV	37	38	XV - Other Exemptions,Public prop,Religious,Charitable Org	\$3,609,020	\$3,806,650
	----- 37	----- 38		----- \$3,609,020	----- \$3,806,650

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Under Review)

## BREAKDOWN OF APPRAISED VALUE

PROPERTY USE CATEGORY	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR ACCOUNTS	PRIOR APPRAISED VALUE	APPRAISED VALUE
A: REAL, RESIDENTIAL, SINGLE-FAMILY	0	0	\$0	\$0
B: REAL, RESIDENTIAL, MULTI-FAMILY	0	3	\$0	\$1,767,799
C: REAL, VACANT PLATTED LOTS/TRACTS	0	0	\$0	\$0
D: REAL, ACREAGE ( LAND ONLY)	0.00 (ACRES)	0.00 (ACRES)	\$0	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	0	0	\$0	\$0
F: REAL, COMMERCIAL AND INDUSTRIAL	0	0	\$0	\$0
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0	\$0
L: TANGIBLE PERSONAL, BUSINESS	1	10	\$243	\$103,326
M: TANGIBLE PERSONAL, OTHER	0	0	\$0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0	\$0
O: REAL, INVENTORY	0	0	\$0	\$0
X: EXEMPT	0	8	\$0	\$198,302
S: SPECIAL INVENTORY	0	0	\$0	\$0
ERROR:	0	0	\$0	\$0
TOTAL APPRAISED VALUE			\$243	\$2,069,427
TOTAL EXEMPT PROPERTY	0	0	\$0	\$0
TOTAL MARKET VALUE ON ROLL TOTALS PAGE				\$2,069,427
ADJUSTMENT FOR EXCEPTIONS, INCLUDING SPLIT JURISDICTIONS AND PARTIAL HS				\$13,013,945

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY A: REAL, RESIDENTIAL, SINGLE-FAMILY

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY B: REAL, RESIDENTIAL, MULTI-FAMILY

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
B2	0	1	B2-Duplexes	\$0	\$400,892
B3	0	2	B3-Fourplex (triplex Included)	\$0	\$1,366,907
	-----	-----		-----	-----
	0	3		\$0	\$1,767,799

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Taxing Units: CWC(ARB Under Review)

## CATEGORY C: REAL, VACANT PLATTED LOTS / TRACTS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Under Review)

## CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0



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Location: Appraisal

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D-1

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY D: OTHER LAND IN CATEGORY D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

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Taxing Units: CWC(ARB Under Review)

## CATEGORY E: REAL, FARM AND RANCH IMPROVEMENTS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

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Taxing Units: CWC(ARB Under Review)

## CATEGORY F: REAL, COMMERCIAL, AND INDUSTRIAL

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

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Taxing Units: CWC(ARB Under Review)

## CATEGORY G: REAL, GAS, AND OTHER MINERALS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

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Taxing Units: CWC(ARB Under Review)

## CATEGORY H: TANGIBLE PERSONAL, VEHICLES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Location: Appraisal

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Taxing Units: CWC(ARB Under Review)

## CATEGORY I: REAL & INTANGIBLE PERSONAL, BANKS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

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Taxing Units: CWC(ARB Under Review)

## CATEGORY J: REAL & INTANGIBLE PERSONAL, UTILITIES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0



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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY L: TANGIBLE PERSONAL, BUSINESS

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
L1	0	1	L1-Commercial - Personal Property	\$0	\$27,895
L3	1	9	L3-Comm - Pp (lease Equip & Autos)	\$243	\$75,431
	-----	-----		-----	-----
	1	10		\$243	\$103,326

# Comptrollers Audit Report

Location: Appraisal

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Taxing Units: CWC(ARB Under Review)

## CATEGORY M: TANGIBLE PERSONAL, OTHER

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

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Taxing Units: CWC(ARB Under Review)

## CATEGORY N: INTANGIBLE PERSONAL

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY O: REAL, INVENTORY

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal

Tax Year: 2024

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY S: SPECIAL INVENTORY

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

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Location: Appraisal

Tax Year: 2024

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## CATEGORY X: EXEMPT

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
XB-11.145	0	6	XB-11.145 - Income Producing Tangible Pers Prop valued <2500	\$0	\$7,708
XN-11.252	0	2	XN-11.252 - Motor Vehicles leased for personal use	\$0	\$190,594
	-----	-----		-----	-----
	0	8		\$0	\$198,302

# Comptrollers Audit Report

Location: Appraisal

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HAYSCAD

Taxing Units: CWC(ARB Under Review)

## BREAKDOWN OF EXEMPT VALUE

PROPERTY USE CATEGORY	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR PRIOR APPRAISED VALUE ACCOUNTS	PRIOR APPRAISED VALUE	APPRAISED VALUE
A: REAL, RESIDENTIAL, SINGLE-FAMILY	0	0	\$0	\$0
B: REAL, RESIDENTIAL, MULTI-FAMILY	0	0	\$0	\$0
C: REAL, VACANT PLATTED LOTS/TRACTS	0	0	\$0	\$0
D: REAL, ACREAGE ( LAND ONLY)	0.00 (ACRES)	0.00 (ACRES)	\$0	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	0	0	\$0	\$0
F: REAL, COMMERCIAL AND INDUSTRIAL	0	0	\$0	\$0
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0	\$0
L: TANGIBLE PERSONAL, BUSINESS	0	0	\$0	\$0
M: TANGIBLE PERSONAL, OTHER	0	0	\$0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0	\$0
O: REAL, INVENTORY	0	0	\$0	\$0
X: EXEMPT	0	0	\$0	\$0
S: SPECIAL INVENTORY	0	0	\$0	\$0
ERROR:	0	0	\$0	\$0
TOTAL APPRAISED VALUE	0	0	\$0	\$0
TOTAL EXEMPT PROPERTY VALUE ON ROLL TOTALS PAGE				\$0

# Effective Tax Rate Report

Tax Year: 2024

Taxing Unit: CWC - CITY OF WOODCREEK

NEW EXEMPTIONS:	COUNT	2023 ABSOLUTE EX VALUES	2024 PARTIAL EX VALUES
NEW EXEMPT PROPERTY	1	\$0	
NEW HS EXEMPTIONS	36		\$0
NEW PRO EXEMPTIONS	0		\$0
NEW OA EXEMPTIONS	16		\$450,000
NEW DP EXEMPTIONS	0		\$0
NEW DV1 EXEMPTIONS	1		\$12,000
NEW DV2 EXEMPTIONS	0		\$0
NEW DV3 EXEMPTIONS	0		\$0
NEW DV4 EXEMPTIONS	1		\$12,000
NEW DVX EXEMPTIONS	0		\$0
NEW HB366 EXEMPTIONS	0		\$0
NEW PC EXEMPTIONS	0		\$0
NEW FRSS EXEMPTIONS	0		\$0

ABSOLUTE EX TOTAL		\$0
PARTIAL EX TOTAL	(+)	\$474,000
2023 TAXABLE VALUE LOST DUE TO PROPERTY BECOMING EXEMPT IN 2024	(=)	\$474,000

NEW ANNEXED PROPERTY:	COUNT	APPRAISED VALUE	TAXABLE VALUE
NEWLY ANNEXED PROPERTY	0	\$0	\$0
IMPROVEMENT SEGMENTS	0	\$0	
LAND SEGMENTS	0	\$0	
MINERAL	0	\$0	
OTHER	0	\$0	

TAXABLE VALUE ON NEWLY ANNEXED PROPERTY:	\$0
--	-----

## NEW AG APPLICATIONS:

NEW AG APPLICATIONS COUNT	0
2023 MARKET	\$0
2024 USE	(-) \$0
VALUE LOST DUE TO AG APPLICATIONS:	(=) \$0 (\$0 Taxable)

## NEW IMPROVEMENTS:

	COUNT	TOTAL APPRAISED VALUE <sup>1</sup>	NEW CURRENT TAXABLE <sup>2</sup>
NEW IMPROVEMENTS	1	\$555,920	\$483,920
RESIDENTIAL	1	\$555,920	\$483,920
COMMERCIAL	0	\$0	\$0



OTHER	0	\$0	\$0
NEW ADDITIONS	0	\$0	\$0
RESIDENTIAL	0	\$0	\$0
COMMERCIAL	0	\$0	\$0
OTHER	0	\$0	\$0
PERCENT COMPLETION CHANGED	0	\$0	\$0
TOTAL NEW PERSONAL VALUE	0	\$0	\$0
SECTION 52 & 59	0	\$0	\$0
REDUCED/EXPIRING ABATEMENTS	0	\$0	\$0
TOTALS:		\$555,920	\$483,920
NEW IMPROVEMENT CURRENT MARKET		\$555,920	

2023 TOTAL TAXABLE (EXCLUDES UNDER PROTEST)	\$355,031,647
2023 OA DP FROZEN TAXABLE	\$0
2023 TAX RATE	0.2000
2023 OA DP TAX CEILING	\$0
2024 CERTIFIED TAXABLE	\$372,041,303
2024 TAXABLE UNDER PROTEST	\$1,871,125
2024 OA FROZEN TAXABLE	\$0
2024 DP FROZEN TAXABLE	\$0
2024 TRANSFERRED OA FROZEN TAXABLE	\$0
2024 TRANSFERRED DP FROZEN TAXABLE	\$0
2024 OA FROZEN TAXABLE UNDER PROTEST	\$0
2024 DP FROZEN TAXABLE UNDER PROTEST	\$0
2024 TRANSFER OA WITH FROZEN TAXABLE UNDER PROTEST	\$0
2024 TRANSFER DP WITH FROZEN TAXABLE UNDER PROTEST	\$0
2024 APPRAISED VALUE	\$391,598,292
2024 OA DP TAX CEILING	\$0

1. Includes all land and other improvements of properties with new improvement values.
2. Includes only new improvement value.

2023 total taxable value.	1. \$355,031,647
2023 tax ceilings.	2. \$0
2023 total adopted tax rate.	4. 0.200000
a. 2023 M&O tax rate.	a. 0.102300
b. 2023 I&S tax rate.	+b. 0.097700
2023 taxable value of property in territory deannexed after Jan. 1, 2023.	7. \$0
2023 taxable value lost because property first qualified for an exemption in 2024.	8. \$474,000
a. Absolute exemptions.	a. \$0
b. Partial exemptions.	+b. \$474,000
2023 taxable value lost because property first qualified for agricultural appraisal (1 - d or 1 - d - 1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2024.	9. \$0
a. 2023 market value.	a. \$0
b. 2024 productivity or special appraisal value.	-b. \$0
2024 certified taxable.	\$372,041,303
2024 tax ceilings.	18. \$0
Total 2024 taxable value of properties in territory annexed after Jan.1, 2023.	20. \$0
Total 2024 taxable value of new improvements and new personal property	21. \$483,920

\* 2023 Values as of Supplement 20.



# 2024 Effective Tax Rate Worksheet

Taxing Units Other Than School Districts

Taxing Unit: CWC - CITY OF WOODCREEK

2023 Values of Supplement 304

Line	Activity	Amount/Rate
1.	2023 total taxable value. Enter the amount of 2023 taxable value on the 2023 tax roll today. Include any adjustments since last year's certification; exclude Tax Code 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). <sup>1</sup>	\$355,031,647
2.	2023 tax ceilings. Counties, cities and junior college districts. Enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2023 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$0
3.	Preliminary 2023 adjusted taxable value. Subtract Line 2 from Line 1.	\$
4.	2023 total adopted tax rate.	0.200000
5.	2023 taxable value lost because court appeals of ARB decisions reduced 2023 appraised value. A. Original 2023 ARB Values: \$ _____ B. 2023 values resulting from final court decisions: - \$ _____ C. 2023 value loss. Subtract B from A. <sup>3</sup>	\$
6.	2023 taxable value subject to an appeal under Chapter 42 as of July 25. A. 2023 ARB certified value: \$ _____ B. 2023 disputed value: - \$ _____ C. 2023 undisputed value. Subtract B from A.	\$
7.	2023 Chapter 42 related adjusted values. Add Line 5 and 6.	\$
8.	2023 taxable value, adjusted for court-ordered reductions. Add Line 3 and 7	\$
9.	2023 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023. Enter the 2023 value of property in deannexed territory. <sup>4</sup>	\$0

<sup>1</sup> Tex. Tax Code § 26.012(14)

<sup>2</sup> Tex. Tax Code § 26.012(14)

<sup>3</sup> Tex. Tax Code § 26.012(13)

<sup>4</sup> Tex. Tax Code § 26.012(15)

Line	Activity	Amount/Rate
10.	<p>2023 taxable value lost because property first qualified for an exemption in 2024. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport or goods-in-transit exemptions.</p> <p>A. Absolute exemptions. Use 2023 market value <u>\$0</u></p> <p>B. Partial exemptions. 2024 exemption amount or 2024 percentage exemption times 2023 value: <u>+ \$474,000</u></p> <p>C. Value loss. Add A and B.<sup>5</sup></p>	\$474,000
11.	<p>2023 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2024. Use only properties that qualified in 2024 for the first time; do not use properties that qualified in 2023.</p> <p>A. 2023 market value: <u>\$0</u></p> <p>B. 2024 productivity or special appraised value: <u>- \$0</u></p> <p>C. Value loss. Subtract B from A.<sup>6</sup></p>	\$0
12.	Total adjustments for lost value. Add Lines 9, 10C, and 11C.	\$
13.	2023 adjusted taxable value. Subtract Line 12 from Line 8	\$
14.	Adjusted 2023 taxes. Multiply Line 4 by Line 13 and divide by \$100.	\$
15.	Taxes refunded for years preceding tax year 2023. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2023. Types of refunds include court decisions, Tax Code 25.25(b) and (c) corrections and Tax Code 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding tax year 2023. <sup>7</sup>	\$
16.	Taxes in tax increment financing (TIF) for tax year 2023. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2024 captured appraised value in Line 18D, enter 0. <sup>8</sup>	\$
17.	Adjusted 2023 taxes with refunds and TIF adjustment. Add Lines 14 and 15, subtract line 16. <sup>9</sup>	\$

<sup>5</sup> Tex. Tax Code § 26.012(15)

<sup>6</sup> Tex. Tax Code § 26.012(15)

<sup>7</sup> Tex. Tax Code § 26.012(13)

<sup>8</sup> Tex. Tax Code § 26.03(c)

<sup>9</sup> Tex. Tax Code § 26.012(13)

Line	Activity	Amount/Rate
18.	<p>Total 2024 taxable value on the 2024 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>10</sup></p> <p>A. Certified values: <u>\$372,041,303</u></p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: <u>+ \$</u></p> <p>C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property: <u>- \$0</u></p> <p>D. Tax increment financing: Deduct the 2024 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2024 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below.<sup>11</sup> <u>- \$</u></p> <p>E. Total 2024 value. Add A and B, then subtract C and D.</p>	<p>\$</p>
19.	<p>Total value of properties under protest or not included on certified appraisal roll.<sup>12</sup></p> <p>A. 2024 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.<sup>13</sup> <u>\$</u></p> <p>B. 2024 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value,</p>	

<sup>10</sup> Tex. Tax Code § 26.012(15)

<sup>11</sup> Tex. Tax Code § 26.03(c)

<sup>12</sup> Tex. Tax Code § 26.01(c)

<sup>13</sup> Tex. Tax Code §§ 26.04 and 26.041

Line	Activity	Amount/Rate
	appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. <sup>14</sup> + \$ _____ C. Total value under protest or not certified. Add A and B.	\$
20.	2024 tax ceilings. Counties, cities and junior colleges enter 2024 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2023 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$0
21.	2024 total taxable value. Add Lines 18E and 19C. Subtract Line 20.	\$
22.	Total 2024 taxable value of properties in territory annexed after Jan. 1, 2023. Include both real and personal property. Enter the 2024 value of property in territory annexed. <sup>16</sup>	\$0
23.	Total 2024 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2023. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2023, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2024. <sup>17</sup>	\$483,920
24.	Total adjustments to the 2024 taxable value. Add Lines 22 and 23.	\$
25.	2024 adjusted taxable value. Subtract Line 24 from Line 21.	\$
26.	2024 effective tax rate. Divide Line 17 by Line 25 and multiply by \$100. <sup>18</sup>	\$
27.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2024 county effective tax rate. <sup>19</sup>	\$

A county, city or hospital district that adopted the additional sales tax in November 2023 or in May 2024 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

<sup>14</sup> Tex. Tax Code §§ 26.04 and 26.041

<sup>15</sup> Tex. Tax Code § 26.012(6)

<sup>16</sup> Tex. Tax Code § 26.012(17)

<sup>17</sup> Tex. Tax Code § 26.012(17)

<sup>18</sup> Tex. Tax Code § 26.04(c)

<sup>19</sup> Tex. Tax Code § 26.04(d)







# Top Taxpayers Report

TaxYear: 2024 Taxing Units: CWC

Appraisal

Top Taxpayer Calculations Performed as of 07/20/2024

## CITY OF WOODCREEK: Total Taxable Value

	Taxpayer Name	Total Market	Total Assessed
1	SENDERA WOODCREEK INVESTMENTS LLC	\$12,203,740	\$12,203,740
2	AQUA TEXAS INC	\$1,859,600	\$1,859,600
3	JAGJR LLC	\$1,370,980	\$1,368,134
4	OSPINA ENRIQUE & LILIANA DE LIMA	\$1,370,466	\$1,294,649
5	BATTAGLIA ANGELA & MICHAEL LIVING TRUST	\$1,313,343	\$1,283,343
6	WIMBERLEY WATER RESORT LLC	\$1,246,180	\$1,241,516
7	KELLEY JEFFERY & HAYNES COURTNEY	\$1,211,960	\$1,211,960
8	RAZAR INVESTMENTS LTD	\$1,124,500	\$1,124,500
9	KNOCK KNOCK SERIES	\$1,097,362	\$1,097,362
10	STOEVER SHAWN A & CHRISTINA R	\$1,255,930	\$1,087,431

## CITY OF WOODCREEK: Commercial - Real & Personal (F1 & L1)

	Taxpayer Name	Total Assessed
1	WIMBERLEY WATER RESORT LLC	\$1,204,220
2	CHANDREA LLC	\$820,466
3	JAGJR LLC	\$570,920
4	HILL COUNTRY SPIRITS	\$196,926
5	WIMBERLEY STITCH STUDIO	\$40,016
6	GTE SOUTHWEST INC	\$33,930
7	SHADE TREE CIGAR LOUNGE LLC	\$27,895
8	AQUA TEXAS INC	\$27,600
9	CYPRESS POINT PROPERTY OWNERS ASSN	\$12,590
10	GERMAIN, LINDA D	\$8,000

## CITY OF WOODCREEK: Commercial - Real (F1)

	Taxpayer Name	Total Assessed
1	WIMBERLEY WATER RESORT LLC	\$1,204,220
2	CHANDREA LLC	\$820,466
3	JAGJR LLC	\$570,920
4	GTE SOUTHWEST INC	\$33,930
5	AQUA TEXAS INC	\$27,600
6	CYPRESS POINT PROPERTY OWNERS ASSN	\$12,590
7	WIMBERLEY SPRINGS PARTNERS LTD	\$100

## CITY OF WOODCREEK: Commercial - Business Personal (L1)

	Taxpayer Name	Total Assessed
1	HILL COUNTRY SPIRITS	\$196,926
2	WIMBERLEY STITCH STUDIO	\$40,016
3	SHADE TREE CIGAR LOUNGE LLC	\$27,895
4	GERMAIN, LINDA D	\$8,000
5	O'NEILL STEVE	\$8,000
6	TEJAS SANDERS LIMITED PARTNERSHIP	\$2,857

# Top Taxpayers Report

TaxYear: 2024 Taxing Units: CWC

Appraisal

Top Taxpayer Calculations Performed as of 07/20/2024

## CITY OF WOODCREEK: Real Estate - Multifamily Residential (B)

	Taxpayer Name	Total Assessed
1	SENDERA WOODCREEK INVESTMENTS LLC	\$12,203,740
2	RAZAR INVESTMENTS LTD	\$1,124,500
3	KNOCK KNOCK SERIES	\$1,097,362
4	DEEN, STEPHANIE	\$938,611
5	WEBB, BRYAN	\$694,709
6	BLW TRUST	\$672,198
7	JUNIPER ARTS LLC	\$608,000
8	PEREZ F JAVIER JR & JENNIFER	\$475,532
9	ROEDERER RICHARD	\$441,498
10	WYSOCKI GREGORY	\$400,892

**Mayoral, Staff or City Council Member  
Agenda Item Submission**

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Jim Burton, City Administrator
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Report by City Administrator. (Burton)

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Report by City Administrator

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

Report on City Activities for the month of July:

July 4<sup>th</sup> Expenses, Hays County Sheriff Office Patrol Activity for July, Street Signs, Code Enforcement Activity for July, Check Register, Quarterly Financials, City Hall Updates, Engineering Requests

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*  
N/A

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

## 4th of July Event & Parade

Item	Company	For	Detail total	Invoice total	Notes
Name tags	Amazon	Lil Firecracker Contest Event	\$9.25	\$9.25	
Fireworks & Cleanup	VFW Post 6441	Event	\$2,150.00	\$2,150.00	
Gold Medals	Amazon	Lil Firecracker Contest Event	\$14.99	\$14.99	
Bob Livingston Productions	Bob Livingston	Music Event	\$1,250.00	\$1,250.00	1/2 split w/ Wimb
Glow Bracelets & Necklaces	Oriental Trading	Glow Sticks & handouts Parade	\$181.06	\$181.06	
Candy	Sams	Parade	\$248.64	\$248.64	
Hand Fans	24 Hour Wristbands	Hand Fans Parade	\$303.50	\$303.50	Arrived late, use next year
Parade Snacks	HEB	Parade	\$29.99	\$29.99	
Bubbles, batteries & Bubble machines	Amazon	Parade	\$116.86	\$116.86	Can use next year
Slap Bracelets	Amazon	Parade handouts	\$9.99	\$9.99	
Parade Registration	Wimberley Chamber	Registration for Parade	\$250.00	\$250.00	
Sheriff Patrols	HCSO	Patrols	\$620.00	\$620.00	1/2 split w/ Wimb

### Donations:

Aqua Texas \$3000.00 Paid  
 Infinity Roofing \$2000  
 A check needs to be made to City of Wimberley for \$4350. For music, HCSO & HCSO car - Donations.

## 4th of July Event & Parade

Item	Company	For	Detail total	Invoice total	Notes
Totals	Total Invoices: 12	\$0.00	\$5,184.28	\$5,184.28	

# July HCSO Report

Stop Type	# of Stops	# of Citations	Resident
Ran Stop Sign	13	6	5
No License Plate	1	0	No
Speeding	7	1	2
Expired Registration	4	0	3
Illegal Parking	1	0	No
Defective Brake Light	1	0	Yes
<b>Totals</b>	<b>27</b>	<b>7</b>	<b>10</b>

CITY OF WOODCREEK  
 Council Report  
 Check Date: 7/1/2024 to 7/31/2024

8/8/2024 4:45:

Item 6.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
<b>10 - General Fund</b>						
<b>Non-Departmental</b>						
	7/2/2024	EFTPS	10-2103	EFTPS	Medicare - Employer 6/29/2024	\$116.56
	7/2/2024	EFTPS	10-2103	EFTPS	Medicare - Employee 6/29/2024	\$116.56
	7/2/2024	EFTPS	10-2103	EFTPS	Social Security - Employer 6/29/2024	\$498.36
	7/2/2024	TMRS	10-2102	TMRS	TMRS - Employer 6/29/2024	\$695.73
	7/2/2024	TMRS	10-2102	TMRS	TMRS - Employee 6/29/2024	\$538.73
	7/2/2024	EFTPS	10-2103	EFTPS	Social Security-Employee 6/29/2024	\$498.36
	7/2/2024	EFTPS	10-2103	EFTPS	Federal Withholding 6/29/2024	\$841.67
	7/2/2024	EFTPS	10-2103	EFTPS	Medicare - Employer 6/15/2024	\$117.37
	7/2/2024	EFTPS	10-2103	EFTPS	Medicare - Employee 6/15/2024	\$117.37
	7/2/2024	EFTPS	10-2103	EFTPS	Social Security - Employer 6/15/2024	\$501.81
	7/2/2024	TMRS	10-2102	TMRS	TMRS - Employer 6/15/2024	\$690.98
	7/2/2024	TMRS	10-2102	TMRS	TMRS - Employee 6/15/2024	\$535.05
	7/2/2024	EFTPS	10-2103	EFTPS	Social Security-Employee 6/15/2024	\$501.81
	7/2/2024	EFTPS	10-2103	EFTPS	Federal Withholding 6/15/2024	\$861.37
	7/2/2024	James Burton	10-1202	Maintenance Trailer	Maintenance Trailer	\$1,999.00
	7/12/2024	Amazon Capital Services, Inc.	10-4051	Other Revenue	Promos and Discounts	(\$6.21)
	7/12/2024	Amazon Capital Services, Inc.	10-4066	Shed/Geenhouse	lock	\$9.88



CITY OF WOODCREEK  
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8/8/2024 4:45:

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<b>10 - General Fund</b>						
<b>Non-Departmental</b>						
	7/12/2024	Amazon Capital Services, Inc.	10-1202	Maintenance Trailer	Lock	\$26.99
	7/12/2024	Ace Hardware	10-1202	Maintenance Trailer	Trailer lock	\$35.98
	7/16/2024	EFTPS	10-2103	EFTPS	Medicare - Employer 7/13/2024	\$118.39
	7/16/2024	EFTPS	10-2103	EFTPS	Medicare - Employee 7/13/2024	\$118.39
	7/16/2024	EFTPS	10-2103	EFTPS	Social Security - Employer 7/13/2024	\$506.18
	7/16/2024	TMRS	10-2102	TMRS	TMRS - Employer 7/13/2024	\$695.73
	7/16/2024	TMRS	10-2102	TMRS	TMRS - Employee 7/13/2024	\$538.73
	7/16/2024	EFTPS	10-2103	EFTPS	Social Security-Employee 7/13/2024	\$506.18
	7/16/2024	EFTPS	10-2103	EFTPS	Federal Withholding 7/13/2024	\$854.27
	7/19/2024	ATS Engineers	10-4064	Remodel/Addition Permit	38 Woodcreek Dr INSP	\$55.00
	7/26/2024	VISA	10-1212	Kawasaki Mule 2016	Gas	\$10.53
	7/26/2024	ATS Engineers	10-4041	New Home Inspections	57 Brookhollow Rough ins Failed	\$55.00
	7/30/2024	EFTPS	10-2103	EFTPS	Medicare - Employer 7/27/2024	\$116.10
	7/30/2024	EFTPS	10-2103	EFTPS	Medicare - Employee 7/27/2024	\$116.10
	7/30/2024	EFTPS	10-2103	EFTPS	Social Security - Employer 7/27/2024	\$496.41
	7/30/2024	TMRS	10-2102	TMRS	TMRS - Employer 7/27/2024	\$695.73
	7/30/2024	TMRS	10-2102	TMRS	TMRS - Employee 7/27/2024	\$538.73

CITY OF WOODCREEK  
 Council Report  
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<b>10 - General Fund</b>						
<b>Non-Departmental</b>						
	7/30/2024	EFTPS	10-2103	EFTPS	Social Security-Employee 7/27/2024	\$496.41
	7/30/2024	EFTPS	10-2103	EFTPS	Federal Withholding 7/27/2024	\$838.52
<b>Total</b>						<b>\$15,453.77</b>
<b>Administration</b>						
	7/2/2024	Denton Navarro Rocha Bernal & Zech	10-10-5113	Legal Expenses:Elected Body Legal	DNRBS&Z April 2024	\$382.50
	7/2/2024	Denton Navarro Rocha Bernal & Zech	10-10-5112	Legal Expenses:Special Cases	DNRBS&Z April 2024	\$830.50
	7/2/2024	Denton Navarro Rocha Bernal & Zech	10-10-5109	Legal Expenses:General	DNRBS&Z April 2024	\$3,270.86
	7/2/2024	Landscape Business Services LLC	10-10-5202	Mowing	Mow, blow and edge 6/24/2024	\$475.00
	7/12/2024	Amazon Capital Services, Inc.	10-10-5050	Office Supplies	USB, HDMI cable, desk mat, clocks, calculators, lap top bag, message board panels	\$139.14
	7/12/2024	Amazon Capital Services, Inc.	10-10-5055	Postage & Shipping	June charges	\$56.00
	7/12/2024	Amazon Capital Services, Inc.	10-10-5312	Community Relations	4th bracelets, bubbles and bubble maker, roses, foam, batteries	\$335.34
	7/12/2024	Leo Luke Danna	10-10-5201	Deer Removal	6/20, 6/26 & 7/1 animal removal	\$225.00
	7/12/2024	Jeff Rasco	10-10-5312	Community Relations	PVC for 40th banner	\$37.70
	7/12/2024	Jani King	10-10-5054	Cleaning Costs	July office cleaning	\$297.00
	7/12/2024	PEC-Utilities	10-10-5401	City Hall Electric	0602-0702 2024 City Hall	\$198.63

CITY OF WOODCREEK  
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8/8/2024 4:45:

Item 6.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
<b>10 - General Fund</b>						
<b>Administration</b>						
	7/12/2024	PEC-Utilities	10-10-5404	Outdoor Electric	0602-070224 Outdoor Electric 3364	\$50.02
	7/12/2024	PEC-Utilities	10-10-5404	Outdoor Electric	0602-070224 Outdoor Electric 9534	\$71.91
	7/12/2024	Xerox Financial Services	10-10-5056	Printing & Reproduction	May & June copier	\$412.72
	7/12/2024	HOT IT	10-10-5051	Office Equipment	Wireless USB for connecting Chambers phone	\$49.99
	7/12/2024	ATS Engineers	10-10-5106	Engineering	38 Woodcreek Dr Elec & Plum	\$55.00
	7/12/2024	Freeland Turk Engineering Group, LLC	10-10-5106	Engineering	Deerfield	\$1,987.70
	7/12/2024	Freeland Turk Engineering Group, LLC	10-10-5106	Engineering	17 Brookside platting, Brookhollow replat	\$307.50
	7/12/2024	Freeland Turk Engineering Group, LLC	10-10-5106	Engineering	Enhancement Program	\$7,667.70
	7/12/2024	FundView Software	10-10-5310	Training & Prof Development:Staff	Group payroll training Jeff, Linnea & Jim	\$500.00
	7/12/2024	Verizon	10-10-5406	Telephone & Internet	June phone	\$166.42
	7/12/2024	ATS Engineers	10-10-5106	Engineering	4 Canyon Cr UFER insp	\$55.00
	7/12/2024	ODP Business Solutions LLC	10-10-5050	Office Supplies	Copy paper	\$79.78
	7/19/2024	Jessica Barkley	10-10-5116	Law Enforcement	06022024 06092024 HCSO Patrols	\$480.00
	7/19/2024	Alexander Pinillo	10-10-5116	Law Enforcement	06182024 HCSO PATrols	\$240.00
	7/19/2024	Ricardo Lozano JR	10-10-5116	Law Enforcement	06262024 Patrol	\$240.00
	7/19/2024	Hays County	10-10-5116	Law Enforcement	HCSO Patrol Vehicle June	\$400.00

CITY OF WOODCREEK  
 Council Report  
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8/8/2024 4:45:

Item 6.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
<b>10 - General Fund</b>						
<b>Administration</b>						
	7/19/2024	Hays County	10-10-5116	Law Enforcement	July HCSO vehicle	\$400.00
	7/19/2024	Christopher A Morgan	10-10-5116	Law Enforcement	July 25	\$240.00
	7/19/2024	Christopher A Morgan	10-10-5116	Law Enforcement	July 19	\$240.00
	7/19/2024	Christopher A Morgan	10-10-5116	Law Enforcement	July 11	\$240.00
	7/19/2024	Thomas Ronquillo	10-10-5116	Law Enforcement	7/4/2024 Patrol	\$240.00
	7/19/2024	Denton Navarro Rocha Bernal & Zech	10-10-5113	Legal Expenses:Elected Body Legal	See invoice	\$1,431.50
	7/19/2024	Denton Navarro Rocha Bernal & Zech	10-10-5109	Legal Expenses:General	See invoice	\$2,719.53
	7/19/2024	Denton Navarro Rocha Bernal & Zech	10-10-5112	Legal Expenses:Special Cases	See invoice	\$202.50
	7/19/2024	Southern Temp Control LLC	10-10-5053	City Hall Maintenance / Repairs	Ac Repair & Check out other unit	\$1,451.50
	7/19/2024	The Watershed Association	10-10-5120	Watershed Protection Plan	Watershed Protection Plan	\$20,000.00
	7/19/2024	Pitney Bowes (NOTPurchasePower)	10-10-5055	Postage & Shipping	Lease July 29 - Oct 28 2024	\$188.12
	7/19/2024	Xerox Business Solutions Southwest (Dahill)	10-10-5056	Printing & Reproduction	WC44:40G975 number of copies	\$59.59
	7/19/2024	Debra-Hines	10-10-5312	Community Relations	flowers & foam for 40th 4th of July float	\$246.94
	7/19/2024	Suzanne MacKenzie	10-10-5312	Community Relations	2 Get Well Cards Lydia Johns Craig Biggs	\$10.80
	7/19/2024	Leinneweber Services	10-10-5208	Parks And Playground Maintenance	7/15-8/112024	\$175.00
	7/26/2024	Spectrum Business	10-10-5406	Telephone & Internet	Phone & Internet	\$212.43

CITY OF WOODCREEK  
 Council Report  
 Check Date: 7/1/2024 to 7/31/2024

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
<b>10 - General Fund</b>						
<b>Administration</b>						
	7/26/2024	Xerox Financial Services	10-10-5056	Printing & Reproduction	July	\$206.36
	7/26/2024	J & S Appliance Repair	10-10-5053	City Hall Maintenance / Repairs	Service Call for fridge	\$85.00
	7/26/2024	CivicPlus LLC	10-10-5060	Website	Municode pages, Municode images & graphics, Municode Freight	\$807.84
	7/26/2024	VISA	10-10-5050	Office Supplies	plates, forks, dishsoap, checks	\$151.94
	7/26/2024	VISA	10-10-5058	Software & Subscriptions	Zoom, SM Dropbox, last pass	\$431.38
	7/26/2024	VISA	10-10-5310	Training & Prof Development:Staff	Social media training	\$45.00
	7/26/2024	VISA	10-10-5309	Training & Prof Development:Elected Body	Budget & Tax training	\$95.00
	7/26/2024	VISA	10-10-5312	Community Relations	Banner, lunch wimb, Ort Trad parade, banner, shirts,fans, Rebecca Wimb lunch, candy, Jim Jeff lunch,hay, parade snacks	\$2,091.73
	7/26/2024	VISA	10-10-5310	Training & Prof Development:Staff	Reimbursement CC SM training	(\$767.22)
	7/26/2024	VISA	10-10-5049	Bank Fees & Charges	Interest	\$72.20
	7/26/2024	San Marcos Daily Record	10-10-5057	Printing Cost Newspaper	P&Z Meeting Notice pub date 7/18/2024	\$35.14
	7/30/2024	Aqua Texas,Inc.	10-10-5402	City Hall Water	account 7110	\$4.62
	7/30/2024	James Burton	10-10-5105	Code Administrator	Jim Payroll	\$2,403.95
<b>Total</b>						<b>\$52,732.26</b>

CITY OF WOODCREEK  
 Council Report  
 Check Date: 7/1/2024 to 7/31/2024

8/8/2024 4:45:

Item 6.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
<b>70 - Capital Fund</b>						
<b>FY 24 Capital Projects</b>						
	7/19/2024	Game Time	70-24-7001	Parks - POSAC Grant Projects	Park Benches	\$6,800.87
					<b>Total</b>	<b>\$6,800.87</b>

Fund Totals

10	General Fund	\$68,186.03
70	Capital Fund	\$6,800.87
	<b>Grand Total:</b>	<b>\$74,986.90</b>

# Memorandum

To: Debra Hines  
Mayor Pro Tem

Date: August 2, 2024

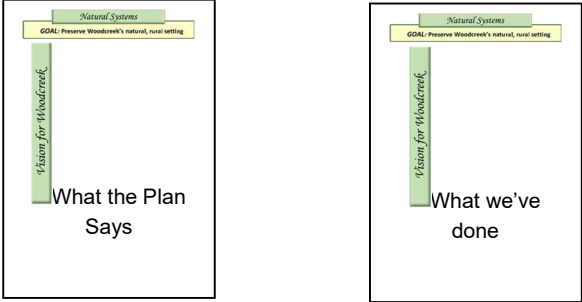
From: Jim Miller

Re: Input On City Comprehensive Plan Changes

---

These changes came out as an agreed item from Planning & Zoning and therefore have no relevancy to the Ordinance Review Committee; and the fact that it does not directly affect an ordinance does not warrant our involvement. Further, the City's Comprehensive Plan is the mandated purview of P&Z.

However, as a sitting member of P&Z, my opinion is that the instructed review of such Plan by P&Z every two years (as detailed in the P&Z ordinance) implies a rewrite (albeit modest) similar to what is done by revising an ordinance. That would require, I believe, a town hall meeting wherein the revisions are distinctly made clear to the public. Use a side-by-side comparison of what has been done. Show the public that the Plan has been addressed in many ways.

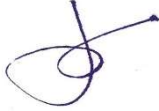


Once that has been done, incorporate the actions taken into the body of the Plan as a modest re-write.

If I can make a criticism of the process as I have observed it. It appeared that this project was done by one person who appeared to tire of the project based upon her responses ("some progress"). Since the plan crosses several areas of City concern, such as parks, trees, roads, I believe an ad hoc subcommittee with participation from other Committees was warranted. The "what has been done" part would be assigned to the appropriate subcommittee member. A referral to the Council for the formation of such a subcommittee should have been done.



I further believe that thought should be given to merge several Committees. I believe we have too many committees and we are struggling for participation and relevancy. Perhaps Trees into Parks, ORC into P&Z.

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'J' or 'G' with a horizontal stroke extending to the right.

**Agenda Item:**

Discussion and possible action to accept the 2024 Safety Enhancement Program as prepared by Freeland Turk and post the bid package.

**Summary:****2024 SAFETY ENHANCEMENT PROGRAM**

Bids for the construction of the Project will be received ONLINE ONLY on [www.civcastusa.com](http://www.civcastusa.com), until Thursday, December 1, 2024 at 11:00 AM local time. At that time, the Bids received will be publicly opened and read at the City of Woodcreek City Hall located at 41 Champions Circle, Woodcreek, Texas 78676.

The Project includes the following Work:

- Guardrail modification
- HMAC Driveway reconstruction
- Small roadside sign assembly installation
- Speed cushion installation
- HMAC Overlay

Bids are requested for the following Contract: **2024 SAFETY ENHANCEMENT PROGRAM**

The Project has an expected duration of 120 days.

**Obtaining the Bidding Documents**

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

[www.civcastusa.com](http://www.civcastusa.com)

**Motion:** Approve the 2024 Safety Enhancement Program as prepared by Freeland Turk and direct staff to post the bid package as soon as possible.

**Submitted by:** Mayor Pro Tem Debra Hines

**Date of submission:** July 19<sup>th</sup>, 2024



FREELAND TURK ENGINEERING GROUP, LL FIRM F-21047  
 18830 FORTY SIX PARKWAY  
 SPRING BRANCH, TX 78070 830-377-4555

PROJECT CITY OF WOODCREEK SAFETY ENHANCEMENT  
 DATE 7/17/2024

**OPINION OF PROBABLE COSTS**

TXDOT SPEC	BID CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
100	6001	PREPARING ROW	STA	15	\$ 1,500.00	\$22,500.00
500	6001	MOBILIZATION	LS	1	10%	\$24,675.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$2,500.00	\$7,500.00
SUBTOTAL						\$54,675.00
<b>WOODCREEK SAFETY IMPROVEMENTS</b>						
105	6045	REMOVING STAB BASE AND ASPH PAV (2" - 8")	SY	220	\$ 180.00	\$39,600.00
247	6230	FL BS (CMP IN PLACE)(TY A GR 1-2)(6")	SY	30	\$ 25.00	\$750.00
506	6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	400	\$ 5.00	\$2,000.00
506	6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	400	\$ 2.00	\$800.00
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6	\$ 1,400.00	\$8,400.00
644	6068	RELOCATE SM RD SN SUP&AM TY 10BMG	EA	1	\$ 1,000.00	\$1,000.00
666	6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	220	\$ 20.00	\$4,400.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	220	\$ 10.00	\$2,200.00
3076	6024	D-GR HMA TY-D SAC-B PG70-22 (2" DRIVEWAYS)	SY	220	\$ 55.00	\$12,100.00
3076	6024	D-GR HMA TY-D SAC-B PG70-22 (2" OVERLAY)	SY	1,000	\$ 35.00	\$35,000.00
SPEC		INSTALL PROVIDED DIGITAL SPEED SIGNS	EA	3	\$ 1,000.00	\$3,000.00
SPEC		INSTALL PROVIDED SIGNS	EA	10	\$ 1,000.00	\$10,000.00
SPEC		BLADE LEVEL UP WITH ASPHALT CONCRETE	SY	1,000	\$ 30.00	\$30,000.00
SPEC		GUARDRAIL MODIFICATION	LS	1	\$ 17,500.00	\$17,500.00
SPEC		SPEED CUSHION	EA	10	\$ 5,000.00	\$50,000.00
SUBTOTAL						\$216,750.00
GRAND SUBTOTAL						\$271,425.00
CONTINGENCY (10%)						\$27,142.50
<b>GRAND TOTAL</b>						<b>\$298,567.50</b>



**CITY OF WOODCREEK, TEXAS**  
BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS

**2024 SAFETY ENHANCEMENT PROGRAM**

PREPARED BY



FREELAND TURK ENGINEERING GROUP, LLC  
18830 FORTY SIX PKWY  
SPRING BRANCH, TEXAS 78070  
(830) 377-4555  
TBPE FIRM # 21047

August 2024

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**ADVERTISEMENT FOR BIDS**  
**CITY OF WOODCREEK, TEXAS**

**General Notice**

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

**2024 SAFETY ENHANCEMENT PROGRAM**

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

**[www.civcastusa.com](http://www.civcastusa.com)**

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

Please submit all questions for this project in writing no later than 7 days prior to bid deadline to:

Melanie Norris, P.E., [mnorris@freelandturk.com](mailto:mnorris@freelandturk.com)

**Pre-bid conference for this project.**

**Instructions to Bidders.**

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

This Advertisement is issued by:

Owner: City of Woodcreek, Texas

By: Jeff Rasco

Title: Mayor

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

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

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not



guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

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

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

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

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

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

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

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Submit questions to Melanie Norris, PE, via email at [mnorris@freelandturk.com](mailto:mnorris@freelandturk.com) no later than 7 days before bid deadline.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than four days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5%) percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Bidder must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- 11.03 Subcontractor or Supplier list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in Civcast. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on the bid form within CIVCAST ONLY
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### ARTICLE 13—BASIS OF BID

#### 13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.02 *Allowances*

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

**ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include the Bid Form and the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be done Online through Civcast only .
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the Bid will be disregarded.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

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

#### **ARTICLE 16—OPENING OF BIDS**

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

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

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

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

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

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

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for



those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

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

#### **ARTICLE 20—SIGNING OF AGREEMENT**

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

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. (Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

## **BID FORM FOR CONSTRUCTION CONTRACT**

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

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **City of Woodcreek, 41 Champions Circle, Woodcreek, Texas 78676**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

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

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

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:
  - B. Bidder acknowledges that:
    - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
    - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

### **ARTICLE 4—TIME OF COMPLETION**

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

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

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

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

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

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

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

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

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

### BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of Woodcreek</b> Address <i>(principal place of business)</i> : <b>41 Champions Circle, Woodcreek, Texas 78676</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>2024 SAFETY ENHANCEMENT PROGRAM</b>  Bid Due Date: <b>December 1, 2024</b>
<b>Bond</b> Penal Sum:     \$ _____ (words) _____ Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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



**ARTICLE 1—GENERAL INFORMATION**

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business’s organizational structure:

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

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

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

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

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

**ARTICLE 3—SAFETY**

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

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

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**ARTICLE 4—FINANCIAL**

4.01 Provide information below

Financial Institution:	
Business address: Account Manager: Phone:	

**ARTICLE 5—SURETY INFORMATION**

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

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

**ARTICLE 6—INSURANCE**

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

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

**ARTICLE 7—CONSTRUCTION EXPERIENCE**

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

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

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

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

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

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

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

**ARTICLE 8—REQUIRED ATTACHMENTS**

8.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Certification of Business’s safety performance if required by Paragraph 3.02.
- C. Attachments providing additional information as required by Paragraph 7.02.
- D. Schedule A (Current Projects) as required by Paragraph 7.03.

- E. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 7.04.
- F. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 7.05.
- G. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Item 8.

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

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

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

**Schedule B—Previous Experience with Similar Projects**

Item 8.

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

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

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



**Schedule B—Previous Experience with Similar Projects**

Item 8.

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

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

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

**Schedule C—Key Individuals**

Item 8.

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

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

**NOTICE OF AWARD**

Date of Issuance:

Owner: City of Woodcreek Owner’s Project No.:

Engineer: Freeland Turk Engineering Group, LLC Engineer’s Project No.: 154-102

Project: 2024 SAFETY ENHANCEMENT PROGRAM

Contract Name: 2024 SAFETY ENHANCEMENT PROGRAM

Bidder:

Bidder’s Address:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2024 SAFETY ENHANCEMENT PROGRAM**

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):NONE

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Woodcreek

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer

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

This Agreement is by and between the **City of Woodcreek** (“Owner”) and \_\_\_\_\_ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **2024 SAFETY ENHANCEMENT PROGRAM**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Guardrail modifications
- HMAC Driveway reconstruction
- Small roadside sign assembly installation
- Speed cushion installation
- HMAC Overaly

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Freeland Turk Engineering Group, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

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

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	SEE ATTACHED BID FORM			\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

- a. 95 (ninety-five) percent of the value of the Work completed (with the balance being retainage).
- b. 0 (zero) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

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

### 6.04 *Consent of Surety*

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

### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 0 (zero) percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of all sheets listed in the sheet index, with most sheets bearing the following general title:
7. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. **NONE**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.



6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

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

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

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

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

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

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

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

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

Title: Principal  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
18830 FORTY SIX PARKWAY  
Spring Branch, Texas 78070

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: 830-322-6208

Phone: \_\_\_\_\_

Email: mnorris@freelandturk.com

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

### NOTICE TO PROCEED

Owner: City of Woodcreek Owner's Project No.: \_\_\_\_\_  
 Engineer: Freeland Turk Engineering Group, LLC Engineer's Project No.: 154-102  
 Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
 Project: 2024 SAFETY ENHANCEMENT PROGRAM  
 Contract Name: 2024 SAFETY ENHANCEMENT PROGRAM  
 Effective Date of Contract: \_\_\_\_\_

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

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

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is \_\_\_\_\_, and the date by which readiness for final payment must be achieved is \_\_\_\_\_.

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

Attend pre-construction meeting.

Owner: City of Woodcreek  
 By (signature): \_\_\_\_\_  
 Name (printed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Issued: \_\_\_\_\_

Copy: Engineer

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: <b>City of Woodcreek</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>41 Champions Circle,</b>  <b>Woodcreek, Texas 78676</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>2024 SAFETY ENHANCEMENT PROGRAM</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

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

14. Definitions

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



### WARRANTY BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: City of Woodcreek</p> <p>Address <i>(principal place of business)</i>:   <b>41 Champions Circle,</b> <b>Woodcreek, Texas 78676</b></p>	<p><b>Construction Contract</b></p> <p>Description <i>(name and location)</i>: 2024 SAFETY ENHANCEMENT PROGRAM</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> <p>Contract's Date of Substantial Completion: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p>Modifications to this Bond form:  <input checked="" type="checkbox"/> None   <input type="checkbox"/> See Paragraph 9</p>	
<p>Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until 2 (years) years after such Substantial Completion.</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p>_____</p> <p><i>(Full formal name of Contractor)</i></p>	<p>_____</p> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p><i>(Signature)</i></p>	<p>By: _____</p> <p><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p><i>(Signature)</i></p>	<p>Attest: _____</p> <p><i>(Signature)</i></p>
<p>Name: _____</p> <p><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: NONE

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>City of Woodcreek</b></p> <p>Mailing address (<i>principal place of business</i>):  <b>41 Champions Circle,  Woodcreek, Texas 78676</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):  <b>2024 SAFETY ENHANCEMENT PROGRAM</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Woodcreek Owner's Project No.:  
 Engineer: Freeland Turk Engineering Group, LLC Engineer's Project No.: 154-102  
 Contractor: Contractor's Project No.:  
 Project: **2024 SAFETY ENHANCEMENT PROGRAM**  
 Contract Name: **2024 SAFETY ENHANCEMENT PROGRAM**

This  Preliminary  Final Certificate of Substantial Completion applies to:  
 All Work  The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

**NOTICE OF ACCEPTABILITY OF WORK**

Owner: City of Woodcreek Owner’s Project No.:  
 Engineer: Freeland Turk Engineering Group, LLC Engineer’s Project No.: 154-102  
 Contractor: Contractor’s Project No.:  
 Project: **2024 SAFETY ENHANCEMENT PROGRAM**  
 Contract Name: **2024 SAFETY ENHANCEMENT PROGRAM**  
 Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_ (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_  
 Name (printed): \_\_\_\_\_  
 Title: \_\_\_\_\_



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

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

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

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



33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

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

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

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

### 2.02 *Copies of Documents*

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

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

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

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

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

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the



established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

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

#### 4.05 *Delays in Contractor's Progress*

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

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

### **5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

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

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

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

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

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

##### B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures



- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

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

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

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

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

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

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

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

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

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

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Contractor's Means and Methods of Construction*

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

#### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.



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

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

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

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

#### 7.06 Substitutes

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

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

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

#### 7.07 *Concerning Subcontractors and Suppliers*

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

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### 7.11 *Laws and Regulations*

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

### 7.12 *Record Documents*

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

### 7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### A. *Shop Drawing and Sample Requirements*

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



3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

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

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

#### **ARTICLE 8—OTHER WORK AT THE SITE**

##### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

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

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9—OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

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

### 9.02 *Replacement of Engineer*

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

### 9.03 *Furnish Data*

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

### 9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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



**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION****10.01** *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

**10.02** *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03** *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

**10.04** *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

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

### 11.02 *Change Orders*

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

### 11.03 *Work Change Directives*

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

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

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

### 11.08 *Change of Contract Times*

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

### 11.09 *Change Proposals*

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

- B. *Change Proposal Procedures*

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

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

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

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

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

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 12—CLAIMS

### 12.01 *Claims*

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

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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

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

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or



2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

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

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation



establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

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

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,



attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

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

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 18.04 *Limitation of Damages*

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

### 18.05 *No Waiver*

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

### 18.06 *Survival of Obligations*

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

### 18.07 *Controlling Law*

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

### 18.08 *Assignment of Contract*

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

### 18.09 *Successors and Assigns*

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

### 18.10 *Headings*

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

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 2—PRELIMINARY MATTERS

#### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

#### 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

##### 1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the

requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

## 2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require

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EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

- 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor (“Request”) in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:
  - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer’s purposes solely, and is being provided to Contractor on an “AS IS” basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor’s application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
  - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor’s sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor’s use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor’s subcontractors. Contractor warrants that subsequent use by Contractor’s subcontractors complies with all terms of the Contract Documents and Owner’s response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$175 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*



SC-4.01 Delete Paragraph 4.01.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 150th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data

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

Drawings Title	Date of Drawings	Technical Data

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
NONE		NONE

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

Drawings Title	Date of Drawings	Technical Data
NONE		NONE

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one (1) year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be two (2) years after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of fifteen (15) percent of the final Contract Price. The warranty bond period will extend to a date two (2) years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

### 6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

### 6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$NA
Bodily injury by disease—aggregate	\$NA

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$2,000,000
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
  - 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  - 2. damages insured by reasonably available personal injury liability coverage, and
  - 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
  
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  - 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  - 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  - 4. Underground, explosion, and collapse coverage.
  - 5. Personal injury coverage.
  - 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

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

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

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

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

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000

L. *Other Required Insurance*: NONE

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8:00am to 5:00pm
2. Owner's legal holidays are same as Federal Holidays.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

### 7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

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

## ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

### 10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  3. *Liaison*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
  4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Observe whether any Work in place appears to be defective.
    - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
  5. *Inspections and Tests*
    - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
  6. *Payment Requests:* Review Applications for Payment with Contractor.
  7. *Completion*
    - a. Participate in Engineer's visits regarding Substantial Completion.
    - b. Assist in the preparation of a punch list of items to be completed or corrected.
    - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

### **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

#### 13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

#### E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to ten (10) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than thirty (30) percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

#### 15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1.

**ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES**

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.



**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

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



**WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]**

Owner: City of Woodcreek Owner's Project No.:

Engineer: Freeland Turk Engineering Group, LLC Engineer's Project No.: 154-102

Contractor: Contractor's Project No.:

Project: 2024 SAFETY ENHANCEMENT PROGRAM

Contract Name: 2024 SAFETY ENHANCEMENT PROGRAM

Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ \_\_\_\_\_

Contract Time: \_\_\_\_\_ days

Basis of estimated change in Contract Price:

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended by Engineer

Authorized by Owner

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



**FIELD ORDER NO.: [Number of Field Order]**

Owner:	City of Woodcreek	Owner's Project No.:	
Engineer:	Freeland Turk Engineering Group, LLC	Engineer's Project No.:	154-102
Contractor:		Contractor's Project No.:	
Project:	2024 SAFETY ENHANCEMENT PROGRAM		
Contract Name:	2024 SAFETY ENHANCEMENT PROGRAM		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s):

Drawing(s) / Details (s):

**Description:**

**Attachments:**

**Issued by Engineer**

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

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

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

## TECHNICAL SPECIFICATIONS

The standard specifications for this contract are the TxDOT 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest online version found and the performance specifications listed below and included in this document. Pay items are provided for the items listed in the bid tab and include all work necessary to complete the task, all other costs are subsidiary to these pay items.

Specifications listed above, and any modifications, hereinafter referred to as the Standard Specifications, are hereby incorporated by reference and are as much a part of these Contract Documents as if bound herein. All provisions of these Standard Specifications shall apply to this contract unless superseded by provisions bound herein. Where the provisions of the specifications bound herein conflict with any provisions of the Standard Specifications, the specifications bound herein shall govern. Any subsequent addenda issued after these specifications have been prepared shall supplement and/or supersede any article of these specifications.

The plans for this improvement, and the specifications accompanying them, are intended to be mutually cooperative, and anything shown or called for in the one and omitted in the other, is as binding as if called for, or shown by both. Any work not herein specified, which may be implied as included in this improvement, shall be done by the Contractor without extra compensation.

If a discrepancy exists, calculated dimensions, unless obviously incorrect, will govern over scaled dimensions; plans will govern over standard specifications and standard drawings; special provisions will govern over standard specifications, supplemental specifications, plans and standard drawings.

The intent of the plans and specifications is to provide for a complete project. No separate payment will be made for items not specifically called out in the Bid Form. Any such work shall be incidental to other items of work and shall be included in the unit price bid for related items of work.

Owner/Engineer reserves the right to modify any specification to make as many testing and inspection requests as deemed necessary to confirm work is acceptable. Owner/Engineer reserves the right to modify any specification to reduce testing and inspection requirements based on consistent pattern of satisfactory results.

A list of specification Items corresponding to separate pay items is provided below. Other specifications and items for non-pay items is made part of this document by reference. As the City of Santa Clara has used other municipality standards and specifications for their own, references made to other municipalities within these plans and specifications shall be also imply reference to the City of Santa Clara.

### TxDOT Specifications

100 – PREPARING RIGHT OF WAY  
 105 – REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT  
 247 – FLEXIBLE BASE  
 500 – MOBILIZATION  
 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING  
 506 – TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROL  
 644 – SMALL ROADSIDE SIGN ASSEMBLIES  
 666 – RETROREFLECTIVE PAVEMENT MARKINGS  
 SPECIAL SPEC 3076 – DENSE GRADED HOT-MIX ASPHALT  
 SPECIAL SPEC – INSTALL PROVIDED DIGITAL SPEED SIGNS  
 SPECIAL SPEC – INSTALL PROVIDED SIGNS  
 SPECIAL SPEC – BLADE LEVEL UP WITH ASPHALT CONCRETE  
 SPECIAL SPEC – GUARDRAIL MODIFICATION  
 SPECIAL SPEC – SPEED CUSHION

## SPECIAL SPECIFICATION

### Blade Level-Up with Asphalt Concrete

1. **Description.** Prepare the pavement for an asphalt concrete level-up. Place an asphalt concrete level-up course or courses and compact the courses at location shown on the plans or at location as directed.
2. **Materials.** Furnish all material(s) meeting the following requirement unless otherwise shown on the plans.
  - A. **Tack Coat:** Furnish CSS 1H, SS 1H, or a performance-graded (PG) binder with a minimum high-temperature grade of PG 58 for tack coat in accordance with Item 300, “Asphalts, Oils, and Emulsions,” unless other types of asphalt are required on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. The Contractor may substitute tack coat material that is compatible with the application of High Density Bond Material.
  - B. **Asphalt Concrete Mixture.** Furnish the types of asphalt concrete materials meeting Item 341, “Dense-Graded Hot-Mix Asphalt” (Type D). The item, type and grade of aggregate, binder, and state aggregate classification (SAC) and other material requirements will be as shown on the plans when applicable.
3. **Equipment.** Furnish equipment to produce, haul, place, compact, and test the level up in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.” Maintain all equipment for the handling, mixing, and placing of all materials in good repair and operating condition, as approved. Replace any equipment found defective and affecting the quality of the paving mixture.
4. **Construction Methods.** Construct the level up in accordance with the following.
  - A. **General.** Transport, place and compact the specified paving mixture, in accordance with this Item and as approved. Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Measure the roadway surface temperature with a handheld infrared thermometer. Unless otherwise shown on the plans, place tack coat and mixture only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer.
  - B. **Preparation of Surface.** Before the placement of tack coat, prepare the roadway surface by removing traffic buttons or jiggle bars from the paved level-up area. Remove grass and turf from the edge of the pavement by using a motor grader blade. Thoroughly clean and sweep loose material from the roadway surface before the application of tack coat to the satisfaction of the Engineer. Patch potholes by cleaning the hole of loose material, placing tack coat in hole, placing level-up material in the hole, and compacting by approved means. Spread loose material uniformly across the toe of the slope.

**C. Tack Coat.** Clean the surface before placing the tack coat. Unless otherwise approved, apply tack coat uniformly at the rate directed. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and joints, Prevent splattering of the tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with pneumatic-tire roller when directed. The Engineer may use Tex-243-F to verify that the tack coat has adequate adhesive properties. The Engineer may suspend paving operations until there is adequate adhesion.

**D. Placement.** Place the asphalt concrete mixture in accordance this specification and the plans and with specifications of the asphalt concrete being used (Items 330, 334 or 340) or as directed. Windrow and pull the material across the entire patch or area to be leveled up not to exceed 3/8 in. Feather all edges including each end of the patch or level up into the existing pavement as to eliminate any bump left by excess material. This can be accomplished by using a motor grader or by hand, using asphalt rakes. Roll each lift until the roller does not track the material.

Take extreme care when using a vibratory roller on these lifts. The Engineer may restrict the use of a vibratory roller if there is deterioration of the mat. After the final pass is made by a motor grader, use the flat-wheel roller until roller marks are removed and to seal the finished asphalt concrete mixture patch or level up.

**E. Compaction.** Compact the pavement thoroughly and uniformly with the necessary rollers to obtain the density, stability and cross section of the finished paving mixture, as specified in the plans and specifications and to the approval of the Engineer.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the rear wheel, when rolling with the three-wheel, tandem or vibratory rollers, unless otherwise directed. Offset alternate trips of the roller. On superelevated curves, begin rolling at the low side and progress toward the high side.

When rolling with vibratory steel-wheel rollers, follow the manufacturer's recommendation unless directed otherwise. Roll with pneumatic tire roller as directed. Continue rolling until no further density can be obtained and all roller marks are eliminated. Compact thin irregular level-up courses as directed.

Avoid displacement of the mixture. To prevent adhesion of the surface mixture to the roller, keep wheels thoroughly moistened with water, but an excess of water will not be permitted. Allow motion of the roller to be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, correct it at once by the use of rakes, and with fresh mixture where required. Do not allow roller to stand on pavement which has not been fully compacted. Take necessary precautions to prevent the dripping of gasoline, oil, grease or other foreign matter on the pavement, either when the rollers are in operation or when standing.

**F. Hand Tamping.** Hand tamp to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers.

**G. Pulling Shoulders.** Unless otherwise specified on the plan pull the front slope with the



motor grader to make a smooth transition to the pavement surface and to eliminate any drop off between the asphalt surface level up and the front slope.

**5. Measurement.**

Level-up asphalt concrete, which includes asphalt, aggregate, and additives, will be measured for payment by the square yard in place.

**6. Payment**

The work performed, and materials furnished in accordance with this specification and measured as provided under "Measurement" will be paid for at the unit price bid per square yard for "Level-up asphalt concrete." This price is full compensation for preparing the existing surface, tack coat, Blade level-up with Hot Mix Asphalt Concrete; furnishing, hauling, materials, equipment, labor, tools, and incidentals.

# Special Specification 3076

## Dense-Graded Hot-Mix Asphalt



### 1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3076.4.9.4., "Exempt Production."

### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program (AQMP)* ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$  = magnesium sulfate soundness loss

$MD_{act.}$  = actual Micro-Deval percent loss

$RSMD$  = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

2.1.3.

**Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

**Table 1**  
**Aggregate Quality Requirements**

Property	Test Method	Requirement
<b>Coarse Aggregate</b>		
SAC	<a href="#">Tex-499-A</a> (AQMP)	As shown on the plans
Deleterious material, %, Max	<a href="#">Tex-217-F</a> , Part I	1.5
Decantation, %, Max	<a href="#">Tex-217-F</a> , Part II	1.5
Micro-Deval abrasion, %	<a href="#">Tex-461-A</a>	Note 1
Los Angeles abrasion, %, Max	<a href="#">Tex-410-A</a>	40
Magnesium sulfate soundness, 5 cycles, %, Max	<a href="#">Tex-411-A</a>	30
Crushed face count, <sup>2</sup> %, Min	<a href="#">Tex-460-A</a> , Part I	85
Flat and elongated particles @ 5:1, %, Max	<a href="#">Tex-280-F</a>	10
<b>Fine Aggregate</b>		
Linear shrinkage, %, Max	<a href="#">Tex-107-E</a>	3
Sand equivalent, %, Min	<a href="#">Tex-203-F</a>	45

- Used to estimate the magnesium sulfate soundness loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion."
- Only applies to crushed gravel.

**Table 2**  
**Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

**Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

**Table 3**  
**Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

**Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4.

**Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.
- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.
- Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.
- Compaction Aid is allowed for use on all projects and is required when shown on the plans.
- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.
- Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
- **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
  - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
  - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.
- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

**Table 4**  
**Maximum Allowable Amounts of RAP<sup>1</sup>**

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
15.0	25.0	30.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

#### 2.7.2.

**RAS.** Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

**Substitute Binders.** Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., “Performance-Graded Binders;” and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5**  
**Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder <sup>1</sup> to Total Binder (%)		
			Surface	Intermediate	Base
76-22 <sup>4,5</sup>	70-22	70-22	10.0	20.0	25.0
70-22 <sup>2,5</sup>	N/A	64-22	10.0	20.0	25.0
64-22 <sup>2,3</sup>	N/A	N/A	10.0	20.0	25.0
76-28 <sup>4,5</sup>	70-28	70-28	10.0	20.0	25.0
70-28 <sup>2,5</sup>	N/A	64-28	10.0	20.0	25.0
64-28 <sup>2,3</sup>	N/A	N/A	10.0	20.0	25.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 10.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 20.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 25.0% recycled binder when using this originally specified PG binder for base mixtures.

3.

### EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.”

4.

### CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, “Control of the Work.” Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

4.1.

**Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests. Provide AGG101 certified specialists for aggregate testing.

**Table 6**  
**Test Methods, Test Responsibility, and Minimum Certification Levels**

Test Description	Test Method	Contractor	Engineer	Level <sup>1</sup>
<b>1. Aggregate and Recycled Material Testing</b>				
Sampling	<a href="#">Tex-221-F</a>	✓	✓	1A/AGG101
Dry sieve	<a href="#">Tex-200-F</a> , Part I	✓	✓	1A/AGG101
Washed sieve	<a href="#">Tex-200-F</a> , Part II	✓	✓	1A/AGG101
Deleterious material	<a href="#">Tex-217-F</a> , Parts I & III	✓	✓	AGG101
Decantation	<a href="#">Tex-217-F</a> , Part II	✓	✓	AGG101
Los Angeles abrasion	<a href="#">Tex-410-A</a>		✓	TxDOT
Magnesium sulfate soundness	<a href="#">Tex-411-A</a>		✓	TxDOT
Micro-Deval abrasion	<a href="#">Tex-461-A</a>		✓	AGG101
Crushed face count	<a href="#">Tex-460-A</a>	✓	✓	AGG101
Flat and elongated particles	<a href="#">Tex-280-F</a>	✓	✓	AGG101
Linear shrinkage	<a href="#">Tex-107-E</a>	✓	✓	AGG101
Sand equivalent	<a href="#">Tex-203-F</a>	✓	✓	AGG101
Organic impurities	<a href="#">Tex-408-A</a>	✓	✓	AGG101
<b>2. Asphalt Binder &amp; Tack Coat Sampling</b>				
Asphalt binder sampling	<a href="#">Tex-500-C</a> , Part II	✓	✓	1A/1B
Tack coat sampling	<a href="#">Tex-500-C</a> , Part III	✓	✓	1A/1B
<b>3. Mix Design &amp; Verification</b>				
Design and JMF changes	<a href="#">Tex-204-F</a>	✓	✓	2
Mixing	<a href="#">Tex-205-F</a>	✓	✓	2
Molding (TGC)	<a href="#">Tex-206-F</a>	✓	✓	1A
Molding (SGC)	<a href="#">Tex-241-F</a>	✓	✓	1A
Laboratory-molded density	<a href="#">Tex-207-F</a> , Parts I & VI	✓	✓	1A
Rice gravity	<a href="#">Tex-227-F</a> , Part II	✓	✓	1A
Ignition oven correction factors <sup>2</sup>	<a href="#">Tex-236-F</a> , Part II	✓	✓	2
Indirect tensile strength	<a href="#">Tex-226-F</a>	✓	✓	1A
Hamburg Wheel test	<a href="#">Tex-242-F</a>	✓	✓	1A
Boil test	<a href="#">Tex-530-C</a>	✓	✓	1A
<b>4. Production Testing</b>				
Selecting production random numbers	<a href="#">Tex-225-F</a> , Part I		✓	1A
Mixture sampling	<a href="#">Tex-222-F</a>	✓	✓	1A/1B
Molding (TGC)	<a href="#">Tex-206-F</a>	✓	✓	1A
Molding (SGC)	<a href="#">Tex-241-F</a>	✓	✓	1A
Laboratory-molded density	<a href="#">Tex-207-F</a> , Parts I & VI	✓	✓	1A
Rice gravity	<a href="#">Tex-227-F</a> , Part II	✓	✓	1A
Gradation & asphalt binder content <sup>2</sup>	<a href="#">Tex-236-F</a> , Part I	✓	✓	1A
Control charts	<a href="#">Tex-233-F</a>	✓	✓	1A
Moisture content	<a href="#">Tex-212-F</a> , Part II	✓	✓	1A/AGG101
Hamburg Wheel test	<a href="#">Tex-242-F</a>	✓	✓	1A
Micro-Deval abrasion	<a href="#">Tex-461-A</a>		✓	AGG101
Boil test	<a href="#">Tex-530-C</a>	✓	✓	1A
Abson recovery	<a href="#">Tex-211-F</a>		✓	TxDOT
<b>5. Placement Testing</b>				
Selecting placement random numbers	<a href="#">Tex-225-F</a> , Part II		✓	1B
Trimming roadway cores	<a href="#">Tex-251-F</a> , Parts I & II	✓	✓	1A/1B
In-place air voids	<a href="#">Tex-207-F</a> , Parts I & VI	✓	✓	1A
In-place density (nuclear method)	<a href="#">Tex-207-F</a> , Part III	✓		1B
Establish rolling pattern	<a href="#">Tex-207-F</a> , Part IV	✓		1B
Control charts	<a href="#">Tex-233-F</a>	✓	✓	1A
Ride quality measurement	<a href="#">Tex-1001-S</a>	✓	✓	Note 3
Segregation (density profile)	<a href="#">Tex-207-F</a> , Part V	✓	✓	1B
Longitudinal joint density	<a href="#">Tex-207-F</a> , Part VII	✓	✓	1B
Thermal profile	<a href="#">Tex-244-F</a>	✓	✓	1B
Shear Bond Strength Test	<a href="#">Tex-249-F</a>		✓	TxDOT

1. Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.

2. Refer to Section 3076.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.

3. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.



4.2.

**Reporting and Responsibilities.** Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

**Table 7**  
**Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
<b>Production Quality Control</b>			
Gradation <sup>1</sup>	Contractor	Engineer	1 working day of completion of the subplot
Asphalt binder content <sup>1</sup>			
Laboratory-molded density <sup>2</sup>			
Moisture content <sup>3</sup>			
Boil test <sup>3</sup>			
<b>Production Quality Assurance</b>			
Gradation <sup>3</sup>	Engineer	Contractor	1 working day of completion of the subplot
Asphalt binder content <sup>3</sup>			
Laboratory-molded density <sup>1</sup>			
Hamburg Wheel test <sup>4</sup>			
Boil test <sup>3</sup>			
Binder tests <sup>4</sup>			
<b>Placement Quality Control</b>			
In-place air voids <sup>2</sup>	Contractor	Engineer	1 working day of completion of the lot
Segregation <sup>1</sup>			
Longitudinal joint density <sup>1</sup>			
Thermal profile <sup>1</sup>			
<b>Placement Quality Assurance</b>			
In-place air voids <sup>1</sup>	Engineer	Contractor	1 working day after receiving the trimmed cores <sup>5</sup>
Segregation <sup>3</sup>			1 working day of completion of the lot
Longitudinal joint density <sup>3</sup>			
Thermal profile <sup>3</sup>			
Aging ratio <sup>4</sup>			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every subplot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 16 or as shown on the plans.
4. To be reported as soon as the results become available.
5. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

- 4.3.1. **Project Personnel.** For project personnel, include:
- a list of individuals responsible for QC with authority to take corrective action;
  - current contact information for each individual listed; and
  - current copies of certification documents for individuals performing specified QC functions.
- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:
- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
  - aggregate stockpiling procedures to avoid contamination and segregation;
  - frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
  - procedure for monitoring the quality and variability of asphalt binder.
- 4.3.3. **Production.** For production, include:
- loader operation procedures to avoid contamination in cold bins;
  - procedures for calibrating and controlling cold feeds;
  - procedures to eliminate debris or oversized material;
  - procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistripping, WMA);
  - procedures for reporting job control test results; and
  - procedures to avoid segregation and drain-down in the silo.
- 4.3.4. **Loading and Transporting.** For loading and transporting, include:
- type and application method for release agents; and
  - truck loading procedures to avoid segregation.
- 4.3.5. **Placement and Compaction.** For placement and compaction, include:
- proposed agenda for mandatory pre-paving meeting, including date and location;
  - proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
  - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
  - procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
  - process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
  - paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
  - procedures to construct quality longitudinal and transverse joints.

#### 4.4. Mixture Design.

4.4.1. **Design Requirements.** The Contractor will design the mixture using a Superpave Gyrotory Compactor (SGC). A Texas Gyrotory Compactor (TGC) may be used when shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8**  
**Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

Sieve Size	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	–	–	–	–
1-1/2"	100.0 <sup>1</sup>	–	–	–
1"	98.0–100.0	100.0 <sup>1</sup>	–	–
3/4"	84.0–98.0	95.0–100.0	100.0 <sup>1</sup>	–
1/2"	–	–	98.0–100.0	100.0 <sup>1</sup>
3/8"	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
<b>Design VMA, % Minimum</b>				
–	13.0	14.0	15.0	16.0
<b>Production (Plant-Produced) VMA, % Minimum</b>				
–	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9**  
**Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (SGC)	<a href="#">Tex-207-F</a>	96.0
Design gyrations (N <sub>design</sub> for SGC)	<a href="#">Tex-241-F</a>	50 <sup>1</sup>
Indirect tensile strength (dry), psi	<a href="#">Tex-226-F</a>	85–200 <sup>2</sup>
Boil test <sup>3</sup>	<a href="#">Tex-530-C</a>	–

- Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
- The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
- Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10**  
**Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm <sup>1</sup> Rut Depth, Tested @ 50°C
PG 64 or lower	<a href="#">Tex-242-F</a>	10,000 <sup>2</sup>
PG 70		15,000 <sup>3</sup>
PG 76 or higher		20,000

- When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N<sub>design</sub> level (SGC) to at least 35 gyrations.
- May be decreased to at least 5,000 passes when shown on the plans.
- May be decreased to at least 10,000 passes when shown on the plans.

- 4.4.1.2. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
- 4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N<sub>design</sub> level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.
- 4.4.2.1. **Contractor's Responsibilities.**
- 4.4.2.1.1. **Providing Gyrotory Compactor.** Use a SGC calibrated in accordance with [Tex-241-F](#) to design the mixture in accordance with [Tex-204-F](#), Part IV, for molding production samples. Locate the SGC, if used, at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples. Furnish a TGC calibrated in accordance with [Tex-914-K](#) when shown on the plans to design the mixture in accordance with [Tex-204-F](#), Part I, for molding production samples.
- 4.4.2.1.2. **Gyrotory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyrotory compactor correlation when the Engineer uses a different gyrotory compactor. Apply the correlation factor to all subsequent production test results.
- 4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.
- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3076.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved

laboratory's Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor's risk without receiving the results from the Department's Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3076.4.9.1., "Referee Testing," to resolve testing differences with the Engineer.

**Table 11**  
**Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer <sup>1</sup>
Individual % retained for #8 sieve and larger	<a href="#">Tex-200-F</a> or <a href="#">Tex-236-F</a>	Must be Within Master Grading Limits in Table 8	±5.0 <sup>2,3</sup>	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 <sup>2,3</sup>	±3.0
% passing the #200 sieve			±2.0 <sup>2,3</sup>	±1.6
Asphalt binder content, %	<a href="#">Tex-236-F</a>	±0.5	±0.3 <sup>3</sup>	±0.3
Laboratory-molded density, %	<a href="#">Tex-207-F</a>	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	<a href="#">Tex-204-F</a>	Note <sup>4</sup>	Note <sup>4</sup>	N/A
Theoretical maximum specific (Rice) gravity	<a href="#">Tex-227-F</a>	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer's Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For SGC mixtures designed in accordance with [Tex-204-F](#), Part IV, the Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

For TGC mixtures designed in accordance with [Tex-204-F](#), Part I, the Engineer will use a Department TGC, calibrated in accordance with [Tex-914-K](#), to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after two working days, conditional approval of JMF1 will still be granted within two working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures listed in Table 12 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 12.

**Table 12**  
**Maximum Production Temperature**

High-Temperature Binder Grade <sup>1</sup>	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with



[Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

- 4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3076.4.7.3.3., "Hauling Equipment." Use other hauling equipment only when allowed.

- 4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 13 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

**Table 13**  
**Compacted Lift Thickness and Required Core Height**

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.7.1. **Weather Conditions.**

- 4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures listed in Table 14A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3076.4.7.3.1.2., "Thermal Imaging System."

**Table 14A**  
**Minimum Pavement Surface Temperatures**

High-Temperature Binder Grade <sup>1</sup>	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 <sup>2</sup>	50 <sup>2</sup>
PG 76	45 <sup>2</sup>	50 <sup>2</sup>

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

## 4.7.1.2.

**When Not Using a Thermal Imaging System.** When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 14B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

**Table 14B**  
**Minimum Pavement Surface Temperatures**

High-Temperature Binder Grade <sup>1</sup>	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 <sup>2</sup>	60 <sup>2</sup>
PG 76	60 <sup>2</sup>	60 <sup>2</sup>

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

## 4.7.2.

**Tack Coat.**

## 4.7.2.1.

**Application.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces that will come in contact with the subsequent HMA placement, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

## 4.7.2.2.

**Sampling.** The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use.

For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300, "Asphalts, Oils, and Emulsions."

- 4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 15 to establish the minimum placement temperature of the mixture delivered to the paver.

**Table 15**  
**Minimum Mixture Placement Temperature**

High-Temperature Binder Grade <sup>1</sup>	Minimum Placement Temperature (Before Entering Paver) <sup>2,3</sup>
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

- 4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”
- 4.7.3.1.1. **Thermal Segregation.**
- 4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.
- 4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.
- 4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.
- 4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3076.4.2., “Reporting and Responsibilities.” The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.
- 4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3076.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3076.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in payment factors of at least 1.000, if the production payment factor given in Section 3076.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3076.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within five working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to

be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3076.6.2.2., "Placement Sublots Subject to Removal and Replacement."

#### 4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3076.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.

#### 4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the

Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.

- 4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.

At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.

- 4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 16. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

**Table 16**  
**Production and Placement Testing Frequency**

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	<a href="#">Tex-200-F</a> or <a href="#">Tex-236-F</a>	1 per subplot	1 per 12 sublots <sup>1</sup>
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	<a href="#">Tex-207-F</a>	N/A	1 per subplot <sup>1</sup>
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	<a href="#">Tex-204-F</a>	1 per subplot	1 per project
Segregation (density profile) <sup>2</sup>	<a href="#">Tex-207-F</a> , Part V		
Longitudinal joint density	<a href="#">Tex-207-F</a> , Part VII	When directed	1 per project
Moisture content	<a href="#">Tex-212-F</a> , Part II		
Theoretical maximum specific (Rice) gravity	<a href="#">Tex-227-F</a>	N/A	1 per subplot <sup>1</sup>
Asphalt binder content	<a href="#">Tex-236-F</a>	1 per subplot	1 per lot <sup>1</sup>
Hamburg Wheel test	<a href="#">Tex-242-F</a>	N/A	1 per project
Recycled Asphalt Shingles (RAS) <sup>3</sup>	<a href="#">Tex-217-F</a> , Part III	N/A	
Thermal profile <sup>2</sup>	<a href="#">Tex-244-F</a>	1 per subplot	
Asphalt binder sampling and testing	<a href="#">Tex-500-C</a> , Part II	1 per lot (sample only) <sup>4</sup>	
Tack coat sampling and testing	<a href="#">Tex-500-C</a> , Part III	N/A	
Boil test <sup>5</sup>	<a href="#">Tex-530-C</a>	1 per lot	
Shear Bond Strength Test <sup>6</sup>	<a href="#">Tex-249-F</a>	1 per project (sample only)	

1. For production defined in Section 3076.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Materials and Tests Division or designated laboratory.
4. Obtain witnessed by the Engineer. The Engineer will retain these samples for one year.
5. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
6. Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not

meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

- 4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

- 4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

- 4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

- 4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3076.6.2., "Placement Payment Adjustment Factors"; however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.9%.

- 4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3076.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

- 4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

- 4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 13. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of



pavement unless another rate is shown on the plans. When “level up” is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3076.6, “Payment.” Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3076.4.8., “Compaction.” Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

#### 4.9.3.2.

**Placement Sampling.** The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 13. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department’s testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department’s laboratory at the HMA plant via the Contractor’s haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer’s possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 13. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores

immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas."

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 17;
- areas that are identified by either the Contractor or the Engineer with thermal segregation,;
- any visibly segregated areas that exist.

**Table 17**  
**Minimum Uncompacted Mat Temperature Requiring a Segregation Profile**

High-Temperature Binder Grade <sup>1</sup>	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling <sup>2,3,4</sup>
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3076.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3076.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 18. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3076.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

**Table 18**  
**Segregation (Density Profile) Acceptance Criteria**

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

#### 4.9.3.3.3. Longitudinal Joint Density.

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per subplot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-F](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3076.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 16 when 100 tons or more per day are produced.

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within  $\pm 1.0\%$  of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3076.4.8., "Compaction;" and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

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## 5. MEASUREMENT

- 5.1. **Dense Graded Hot-Mix Asphalt.** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

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## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 3076.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3076.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each subplot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3076.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each subplot will be divided by the Engineer's maximum theoretical specific gravity for the subplot. The individual sample densities for the subplot will be averaged to determine the production payment adjustment factor in accordance with Table 19 for each subplot, using the deviation from the target laboratory-molded density defined in Table 9. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

**Table 19**  
**Production Payment Adjustment Factors for Laboratory-Molded Density<sup>1</sup>**

<b>Absolute Deviation from Target Laboratory-Molded Density</b>	<b>Production Payment Adjustment Factor (Target Laboratory-Molded Density)</b>
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3076.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production payment factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 19, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 20 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

**Table 20**  
**Placement Payment Adjustment Factors for In-Place Air Voids**

In-Place Air Voids	Placement Pay Adjustment Factor	In-Place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

## 6.2.1.

**Payment for Incomplete Placement Lots.** Payment adjustments for incomplete placement lots described under Section 3076.4.9.3.1.2., "Incomplete Placement Lots," will be calculated using the average of the placement payment factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

- 6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a “remove and replace” condition as listed in Table 20, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer’s average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., “Acceptance of Defective or Unauthorized Work.” Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

- 6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

*A* = Bid price × production lot quantity × average payment adjustment factor for the production lot

*B* = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

*Production lot quantity* = Quantity actually placed - quantity left in place without payment

*Placement lot quantity* = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas





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CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
 COVER SHEET

JOB: 154-102  
 DATE: 2024/07/17  
 DRAWN: TN PM: MN  
 DESIGN: DM:  
 PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

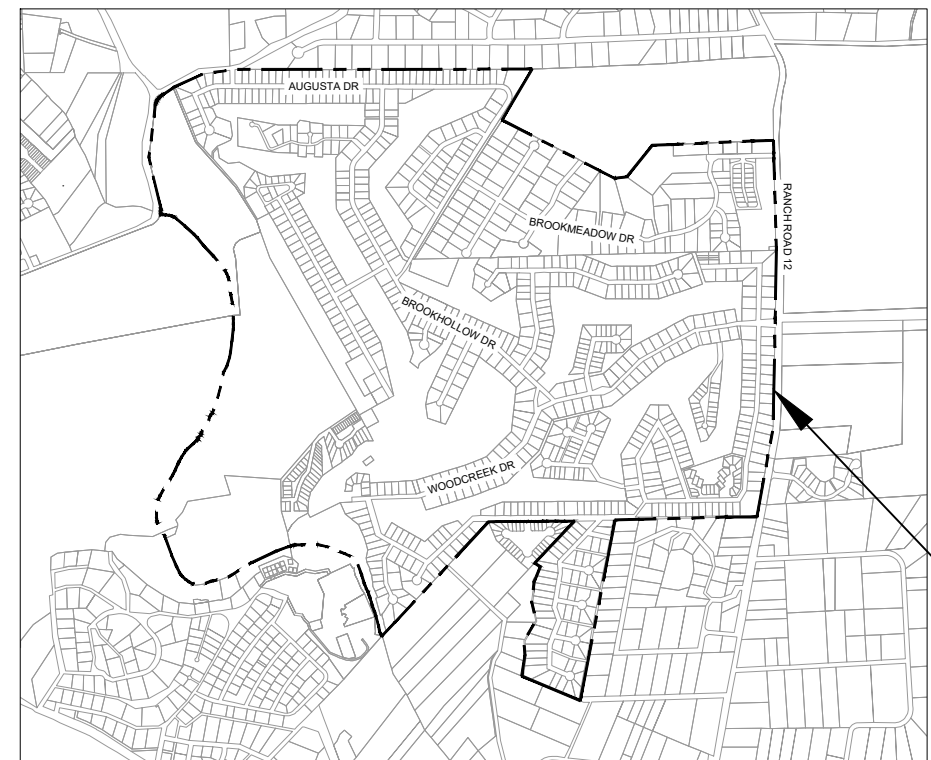
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# CITY OF WOODCREEK

## 2024 SAFETY ENHANCEMENT PROGRAM

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C2.02	DRIVEWAY PAVING LAYOUTS SHT 2
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C2.08	DIGITAL SPEED SIGN LOCATIONS SHT 1
C2.09	DIGITAL SPEED SIGN LOCATIONS SHT 2
C2.10	SPEED CUSHION LOCATIONS
C3.00	METAL BEAM GUARD FENCE DETAIL
C3.01	SIGN MOUNTING DETAIL SHT 1
C3.02	SIGN MOUNTING DETAIL SHT 2
C3.03	CROSSWALK DETAIL
C3.04	TRAFFIC CONTROL DETAIL
C3.05	SPEED CUSHION DETAIL SHT 1
C3.06	SPEED CUSHION DETAIL SHT 2
C3.07	EROSION CONTROL DETAIL



**PROJECT LIMITS**  
 (VARIOUS LOCATIONS WITHIN  
 CITY LIMITS)

**CITY MAYOR:**  
 JEFF RASCO

**CITY COUNCIL MEMBERS:**  
 PLACE 1, MAYOR PRO TEM - DEBRA HINES  
 PLACE 2 - LINNEA R. BAILEY  
 PLACE 3 - CHRYS GRUMMERT  
 PLACE 4 - BOB HAMBRICK  
 PLACE 5 - KRISTA RICHARDSON

**CITY MANAGER:**  
 JIM BURTON

Date: Jul 17, 2024, 2:06pm User: D:\nort  
 File: Z:\ENG - PRD\154 - City of Woodcreek\102 - TO 3 - 2024 Safety Enhancement Program\_CAD.dwg 154\_102-CVR-001.dwg



THE SIZE, TYPE, LOCATION AND DEPTH OF EXISTING UTILITIES AS SHOWN  
 HEREIN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE  
 EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK.  
 HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH  
 RESULT FROM THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND  
 PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**CITY OF WOODCREEK**

**2024 SAFETY ENHANCEMENT PROGRAM  
GENERAL NOTES**

**GENERAL DESCRIPTION OF THE SCOPE OF WORK**

THE SCOPE OF WORK GENERALLY INVOLVES DRIVEWAY PAVEMENT RECONSTRUCTION, ROAD OVERLAY, INSTALLATION OF SPEED LIMIT SIGNS AND SPEED CUSHIONS, AND THE MODIFICATION OF A GUARDRAIL WITHIN THE CITY LIMITS OF WOODCREEK, TEXAS.

**PROJECT LIMITS AND AREA**

THE PROJECT LIMITS CONSIST OF THE PUBLIC STREET AND RIGHT-OF-WAY LOCATED IN WOODCREEK, TEXAS.

THE PROJECT LIMITS INCLUDE AREAS WITHIN THE EXISTING STREET RIGHT-OF-WAY NEEDED TO PARK AND OPERATE THE EQUIPMENT.

THE CONTRACTOR SHALL NOT WORK OUTSIDE OF THE RIGHT-OF-WAY.

THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE EXISTING CURB, PARKWAY, DRIVEWAYS, AND PRIVATE PROPERTY OUTSIDE OF THE PROJECT LIMITS.

**NOTIFICATIONS**

THE CONTRACTOR SHALL NOTIFY THE CITY OF WOODCREEK AND THE ENGINEER 72 HOURS BEFORE STARTING CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE THE START AND END DATES FOR CONSTRUCTION, ANY SCHEDULE CHANGES, AND ADDITIONAL INFORMATION FOR COORDINATION PURPOSES.

**REGULATIONS**

THE CONTRACTOR SHALL CONDUCT ALL CONSTRUCTION OPERATIONS ACCORDING TO APPLICABLE STATE STATUTES AND U.S. OSHA REGULATIONS.

THE CONTRACTOR MAY OBTAIN INFORMATION AND RELATED REFERENCE MATERIALS FROM OSHA AT 1033 LA POSADA DR., SUITE 375, AUSTIN, TEXAS 78752-3832.

ALL CONSTRUCTION SHALL COMPLY WITH THE TEXAS ADMINISTRATIVE CODE, TCEQ, AND ANY OTHER GOVERNING ENTITY, ORDINANCES, OR CODES.

**JOB SITE RESPONSIBILITY**

THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND THE PROTECTION OF PROPERTY.

THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO REGULAR WORKING HOURS.

**UTILITIES**

THE CONTRACTOR SHALL USE ESTABLISHED SAFETY PRACTICES WHEN WORKING NEAR UTILITIES.

THE CONTRACTOR SHALL INFORM AND CONSULT WITH THE APPROPRIATE UTILITY OWNERS BEFORE WORK BEGINS, ALLOWING THEM ENOUGH TIME TO IDENTIFY, LOCATE, REROUTE, OR MAKE OTHER ADJUSTMENTS TO UTILITY LINES.

THE SIZE, LOCATION, AND DEPTH OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY.

THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES' EXACT HORIZONTAL AND VERTICAL LOCATIONS BEFORE COMMENCING WORK.

ALL EXISTING UTILITIES SHALL REMAIN IN PLACE AND STAY IN SERVICE UNLESS OTHERWISE INDICATED ON THE PLANS.

THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ALL UNDERGROUND AND ABOVE-GROUND UTILITIES IN THE PROJECT AREA.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF UTILITY CONFLICTS.

THE ENGINEER WILL DECIDE WHETHER TO ADJUST UTILITIES OR ADJUST THE WORK TO ELIMINATE OR LESSEN THE CONFLICT.

UNLESS OTHERWISE SHOWN ON THE PLANS, THE ENGINEER WILL MAKE NECESSARY ARRANGEMENTS WITH THE UTILITY OWNER WHEN UTILITY ADJUSTMENTS ARE REQUIRED.

THE CONTRACTOR SHALL USE WORK PROCEDURES THAT PROTECT UTILITIES OR APPURTENANCES THAT REMAIN IN PLACE DURING CONSTRUCTION.

THE CONTRACTOR SHALL CONDUCT WORK WITH MINIMUM DISTURBANCE OF EXISTING UTILITIES AND COORDINATE WORK IN OR NEAR UTILITIES WITH THE UTILITY OWNERS.

THE CONTRACTOR SHALL COOPERATE WITH UTILITIES TO REMOVE AND REARRANGE UTILITIES TO AVOID SERVICE INTERRUPTION OR DUPLICATE WORK BY THE UTILITIES.

THE CONTRACTOR SHALL NOT DISRUPT UTILITY SERVICES TO CUSTOMERS IN THE PROJECT AREA UNLESS THE OUTAGE HAS BEEN COORDINATED AND SCHEDULED WITH THE APPROPRIATE UTILITY PROVIDER(S) AND CUSTOMERS.

THE CONTRACTOR SHALL PROVIDE 24-HOUR EMERGENCY CONTACT INFORMATION TO AREA UTILITY COMPANIES.

THE CONTRACTOR SHALL ALLOW UTILITIES ACCESS TO THE RIGHT OF WAY.

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE APPROPRIATE UTILITY COMPANIES OF SERVICE INTERRUPTIONS RESULTING FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES AND COOPERATE WITH UTILITIES UNTIL SERVICE IS RESTORED. (CONTINUED NEXT PAGE)

THE CONTRACTOR SHALL ALWAYS MAINTAIN ACCESS TO FIRE HYDRANTS.

THE CONTRACTOR SHALL AVOID CUTTING OR DAMAGING UNDERGROUND UTILITY LINES TO REMAIN IN PLACE AND PROMPTLY NOTIFY THE UTILITY COMPANY IF DAMAGE OCCURS.

THE CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITY APPURTENANCES IN THE STREET PAVEMENT, INCLUDING MANHOLES AND VALVE BOXES.

THE CONTRACTOR SHALL REPAIR AT NO ADDITIONAL COST TO THE OWNER ANY UTILITY APPURTENANCES DAMAGED DURING OVERLAY, PAVEMENT REPAIR, AND OTHER CONSTRUCTION OPERATIONS.

THE CONTRACTOR SHALL INSTALL SOD AT NO ADDITIONAL COST TO THE OWNER FOR ANY DISTURBED AREAS.

**CONSTRUCTION WATER**

THE CONTRACTOR SHALL OBTAIN A WATER SUPPLY FOR CONSTRUCTION PURPOSES AT THEIR COST.

THE CONTRACTOR MAY ARRANGE FOR A TEMPORARY WATER METER FROM THE WATER PROVIDER.

**HAUL ROUTE PROTECTION**

THE CONTRACTOR SHALL USE WHATEVER MEANS TO PREVENT SOIL AND OTHER FOREIGN MATERIALS FROM LITTERING PUBLIC STREETS USED TO HAUL MATERIALS TO AND FROM THIS PROJECT SITE.

THE CONTRACTOR SHALL REMOVE SOIL, DIRT, MUD, AND OTHER MATERIALS FROM THE PUBLIC STREETS TO PREVENT HAZARDOUS CONDITIONS AND PROTECT THE TRAVELING PUBLIC.

**FIELD CHANGES**

THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY IF ANY FIELD CHANGES ARE REQUIRED.

**WORKING HOURS**

THE CONTRACTOR'S WORKING HOURS SHALL BE MONDAY THROUGH FRIDAY FROM 7 AM TO 6 PM. THE CONTRACTOR SHALL NOT WORK WEEKENDS OR HOLIDAYS UNLESS APPROVED BY CITY OF WOODCREEK.

**STORMWATER**

THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND NOT BLOCK STORMWATER.

Item 8.



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SPRING BRANCH, TX 76070 TBPE FIRM F-2104

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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
GENERAL NOTES SHT 1

JOB: 154-102	
DATE: 2024/07/17	
DRAWN: TN	PM: MN
DESIGN: DM	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:

**CONSTRUCTION SPECIFICATIONS**

THE CONTRACTOR SHALL PERFORM ALL WORK AND CONSTRUCT THE IMPROVEMENTS PER TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES (ADOPTED BY TXDOT NOVEMBER 1, 2014) AND ANY APPLICABLE SPECIAL PROVISIONS AND SPECIFICATIONS.

**ITEM 100 - PREPARING ROW**

THIS SPECIFICATION SHALL GOVERN AND INCLUDE THE PREPARATION OF THE PROJECT SITE FOR CONSTRUCTION.

**ITEM 105 - REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT**

THE CONTRACTOR SHALL REMOVE THE EXISTING ASPHALT AND BASE MATERIAL PER THE LIMITS SHOWN ON THE PLANS TO A DEPTH NO GREATER THAN THE EXISTING SUBGRADE. THE CONTRACTOR SHALL NOT STOCK PILE REMOVED MATERIALS AND SHALL HAUL OFF REMOVED MATERIALS IMMEDIATELY.

**ITEM 247 - FLEXIBLE BASE**

THE CONTRACTOR SHALL FURNISH AND INSTALL TYPE A, GRADE I-II FLEXIBLE BASE MATERIAL PER DEPTH SHOWN ON PLANS.

**ITEM 500 - MOBILIZATION**

**ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING**

THE CONTRACTOR SHALL MAINTAIN ONE-LANE TWO-WAY TRAFFIC USING FLAGGERS AT ALL TIMES DURING ACTIVE CONSTRUCTION AND WORKING HOURS. TWO-WAY TRAFFIC MUST BE MAINTAINED WHEN THE CONTRACTOR IS NOT ACTIVELY WORKING ON-SITE.

THE CONTRACTOR SHALL PROVIDE ADDITIONAL TRAFFIC CONTROL SIGNS AT ALL INTERSECTIONS TO IDENTIFY ROAD WORK AHEAD.

**ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND WATER POLLUTION PREVENTION AND CONTROLS**

SEE PLANS.

**ITEM 644 - SMALL ROADSIDE SIGN ASSEMBLIES**

SEE PLANS.

**ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS**

TYPE II TRAFFIC PAINT SHALL BE INSTALLED AS A SEALER/BASE COAT BEFORE INSTALLING TYPE I HOT-APPLIED THERMOPLASTIC.

**SPECIAL SPECIFICATION 3076 - DENSE-GRADED HOT-MIX ASPHALT**

**HMAC SHALL BE INSTALLED WHERE INDICATED ON THE PLANS, VARIOUS DRIVEWAYS AND OVERLAY ON DEERFIELD DRIVE**

HMAC SHALL BE TYPE AND DEPTH AS SPECIFIED ON PLANS.

TACK COAT SHALL BE CBC-1H APPLIED AT A RATE OF 0.10 GAL/SY.

MODIFICATIONS ADDED TO SPECIFICATION ARE AS FOLLOWS:

PARAGRAPH 5

1. HOT MIX WILL BE MEASURED BY THE SQUARE YARD.

PARAGRAPH 6

1. PAYMENT WILL BE PAID FOR AT THE UNIT BID PRICE PER SQUARE YARD.  
2. TACK COAT WILL BE SUBSIDIARY TO THIS ITEM.

**SPECIAL SPECIFICATION - INSTALL PROVIDED DIGITAL SPEED SIGNS**

SEE PLAN SHEETS FOR LOCATIONS. THE GOVERNING SPECIFICATION FOR THIS ITEM IS TXDOT ITEM 644 - SMALL ROADSIDE SIGN ASSEMBLIES.

THE CITY OF WOODCREEK WILL PROVIDE THE SOLAR POWERED DIGITAL SPEED SIGNS. THE CONTRACTOR SHALL FULLY FURNISH ALL POSTS, HARDWARE, BASE ETC TO APPROPRIATELY MOUNT THE PROVIDED SIGNS.

**SPECIAL SPECIFICATION - INSTALL PROVIDED SIGNS**

THE CITY OF WOODCREEK HAS VARIOUS SMALL SIGNS TO BE INSTALLED, LOCATIONS WILL BE DETERMINED DURING CONSTRUCTION. THE GOVERNING SPECIFICATION FOR THIS ITEM IS TXDOT ITEM 644 - SMALL ROADSIDE SIGN ASSEMBLIES.

THE CITY OF WOODCREEK WILL PROVIDE VARIOUS SMALL SIGNS. THE CONTRACTOR SHALL FULLY FURNISH ALL POSTS, HARDWARE, BASE ETC. TO APPROPRIATELY MOUNT THE PROVIDED SIGNS.

**SPECIAL SPECIFICATION - GUARDRAIL MODIFICATION**

SEE PLANS. THE GOVERNING SPECIFICATIONS FOR THIS WORK ARE LISTED BELOW:  
TXDOT ITEM 540 - METAL BEAM GUARD FENCE  
TXDOT ITEM 542 - REMOVING METAL BEAM GUARD FENCE

ALL WORK INCLUDING REMOVING THE EXISTING GUARD FENCE, PORTABLE RESTROOM RELOCATION, AND INSTALLATION SHALL BE SUBSIDIARY TO THIS ITEM. THIS WORK WILL BE PAID BY THE LUMP SUM, AND WILL INCLUDE ALL NECESSARY WORK FOR FINAL COMPLETION.

**SPECIAL SPECIFICATION - SPEED CUSHION**

COMPLETE IN PLACE TO INCLUDE ALL NECESSARY FURNISHINGS FOR INSTALLATION PER DETAIL INCLUDED IN PLANS AND MANUFACTURER INSTALLATION RECOMMENDATIONS. MARKING PATTERN IS TO BE SC-070603-M. THIS WORK WILL BE PAID BY EACH SPEED CUSHION.

**SPECIAL SPECIFICATION - BLADE LEVEL-UP WITH ASPHALT CONCRETE**

SEE PLANS.

**SUBMITTALS**

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SUBMITTALS TO THE ENGINEER FOR APPROVAL FOR ALL MATERIALS FOR ITEMS SPECIFIED.

Item 8.



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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
GENERAL NOTES SHT 2

JOB: 154-102	
DATE: 2024/07/17	
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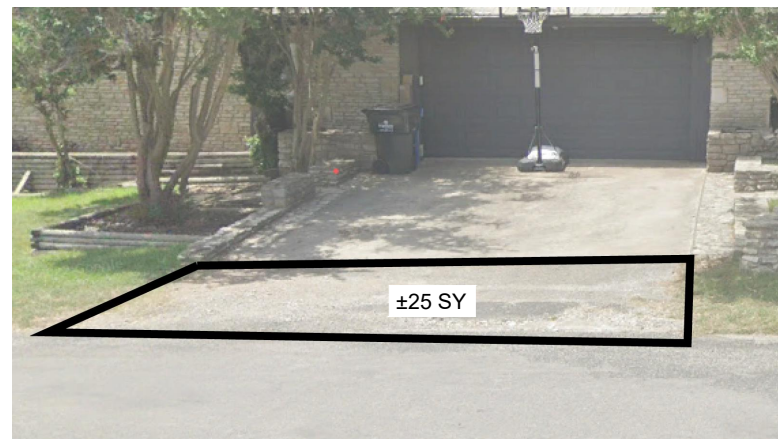
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**17 TREMONT TRCE - FRONT STREET VIEW**  
 SCALE: N.T.S.



**73 AUGUSTA DR - FRONT STREET VIEW**  
 SCALE: N.T.S.

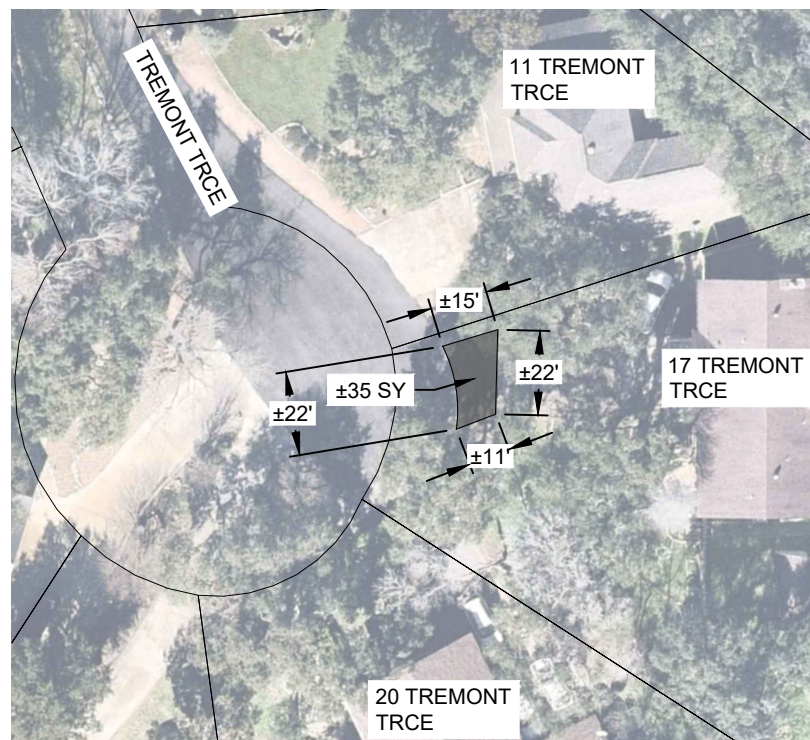
LEGEND

DRIVEWAY PAVING SECTION

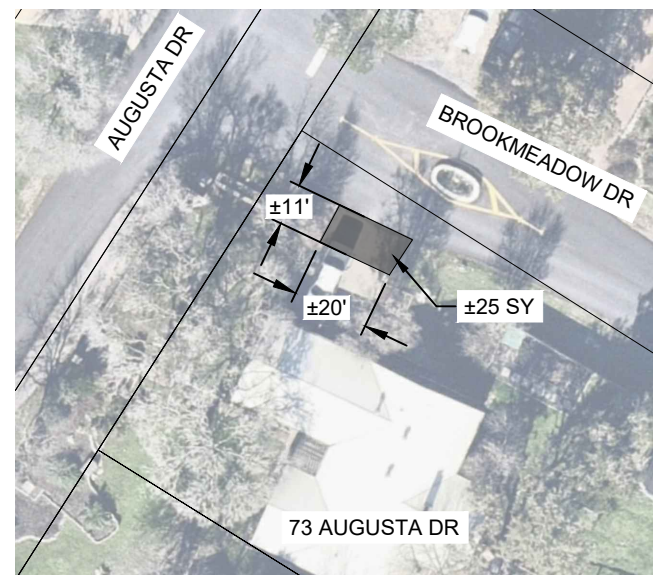
NOTES:

1. CONTRACTOR SHALL REMOVE 2" OF DRIVEWAY MATERIAL (ASPHALT AND BASE) AND REMOVE FROM THE SITE.
2. THE CONTRACTOR SHALL REPLACE EXISTING ASPHALT WITH 2" OF HMAC (TXDOT SPEC ITEM 3076).
3. THE CONTRACTOR SHALL MATCH EXISTING GRADES OF EXISTING ASPHALT IN AREAS BEING REPAVED AND MAINTAIN EXISTING DRAINAGE PATTERNS.
4. DIMENSIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONCERNS OR DISCREPANCIES.

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**17 TREMONT TRCE - AERIAL PLAN VIEW**  
 SCALE: 1" = 50'



**73 AUGUSTA DR - AERIAL PLAN VIEW**  
 SCALE: 1" = 50'

CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
 DRIVEWAY PAVING LAYOUTS  
 SHT 1

JOB:	154-102
DATE:	2024/07/17
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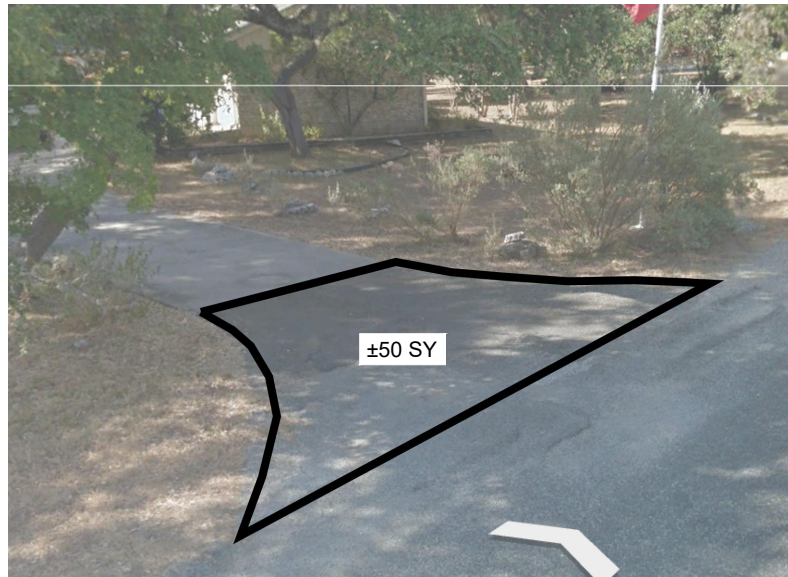
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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
DRIVEWAY PAVING LAYOUTS  
SHT 2

JOB: 154-102  
DATE: 2024/07/17  
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100 AUGUSTA DR - FRONT STREET VIEW  
SCALE: N.T.S.



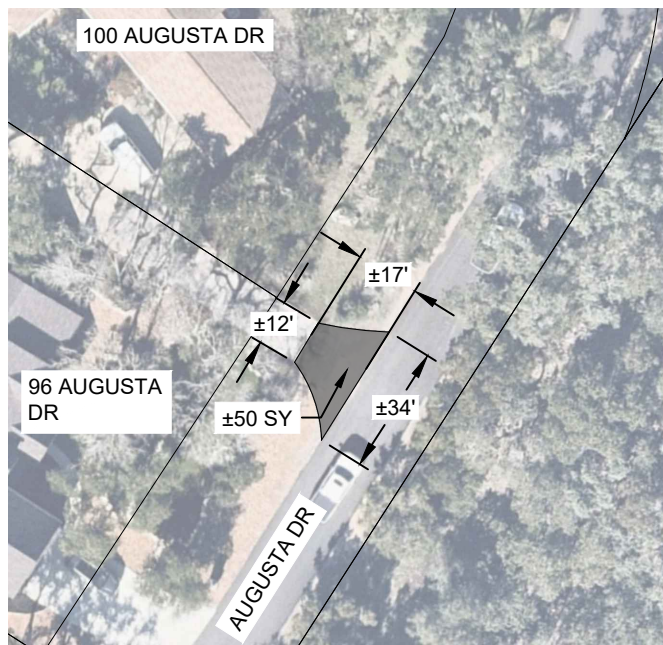
23 SHADY GROVE LN - FRONT STREET VIEW  
SCALE: N.T.S.

LEGEND

DRIVEWAY PAVING SECTION

NOTES:

1. CONTRACTOR SHALL REMOVE 2" OF DRIVEWAY MATERIAL (ASPHALT AND BASE) AND REMOVE FROM THE SITE.
2. THE CONTRACTOR SHALL REPLACE EXISTING ASPHALT WITH 2" OF HMAC (TxDOT SPEC ITEM 3076).
3. THE CONTRACTOR SHALL MATCH EXISTING GRADES OF EXISTING ASPHALT IN AREAS BEING REPAVED AND MAINTAIN EXISTING DRAINAGE PATTERNS.
4. DIMENSIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONCERNS OR DISCREPANCIES.



100 AUGUSTA DR - AERIAL PLAN VIEW  
SCALE: 1" = 50'



23 SHADY GROVE LN - AERIAL PLAN VIEW  
SCALE: 1" = 40'

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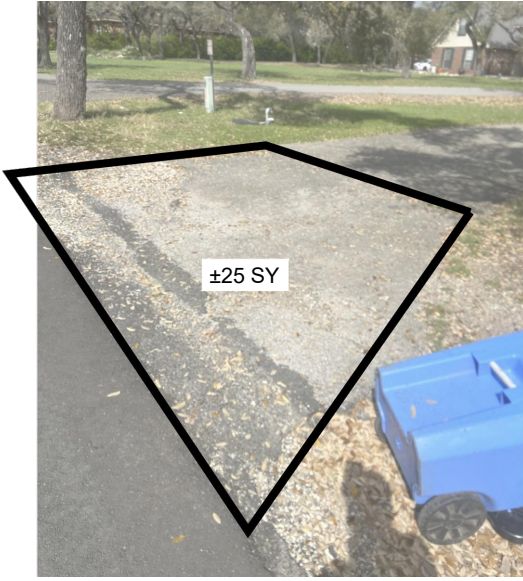
CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
 DRIVEWAY PAVING LAYOUTS  
 SHT 3

JOB: 154-102  
 DATE: 2024/07/17  
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DELTA	DESCRIPTION



19 BROOKMEADOW DR (WEST) - FRONT STREET VIEW  
 SCALE: N.T.S.



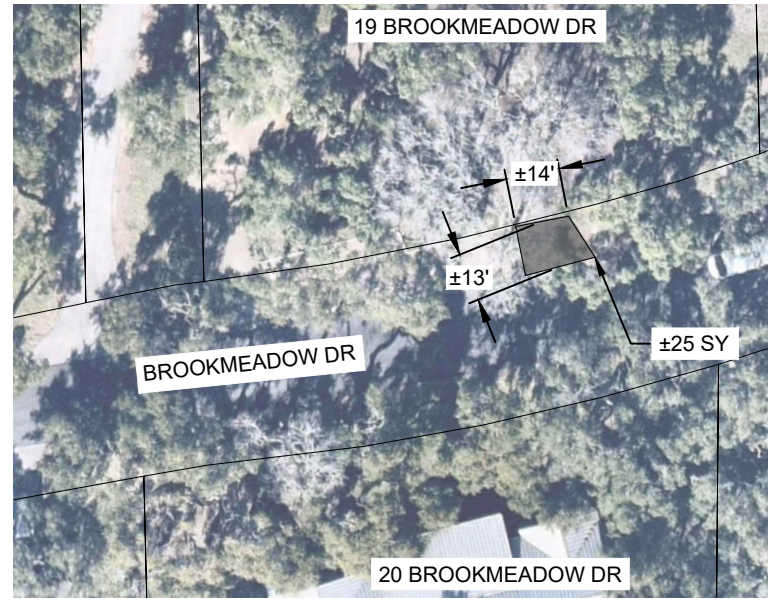
19 BROOKMEADOW DR (EAST) - FRONT STREET VIEW  
 SCALE: N.T.S.

LEGEND  
 DRIVEWAY PAVING SECTION

- NOTES:
1. CONTRACTOR SHALL REMOVE 2" OF DRIVEWAY MATERIAL (ASPHALT AND BASE) AND REMOVE FROM THE SITE.
  2. THE CONTRACTOR SHALL REPLACE EXISTING ASPHALT WITH 2" OF HMAC (TXDOT SPEC ITEM 3076).
  3. THE CONTRACTOR SHALL MATCH EXISTING GRADES OF EXISTING ASPHALT IN AREAS BEING REPAVED AND MAINTAIN EXISTING DRAINAGE PATTERNS.
  4. DIMENSIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONCERNS OR DISCREPANCIES.



19 BROOKMEADOW DR (WEST) - AERIAL PLAN VIEW  
 SCALE: 1" = 50'



19 BROOKMEADOW DR (EAST) - AERIAL PLAN VIEW  
 SCALE: 1" = 50'

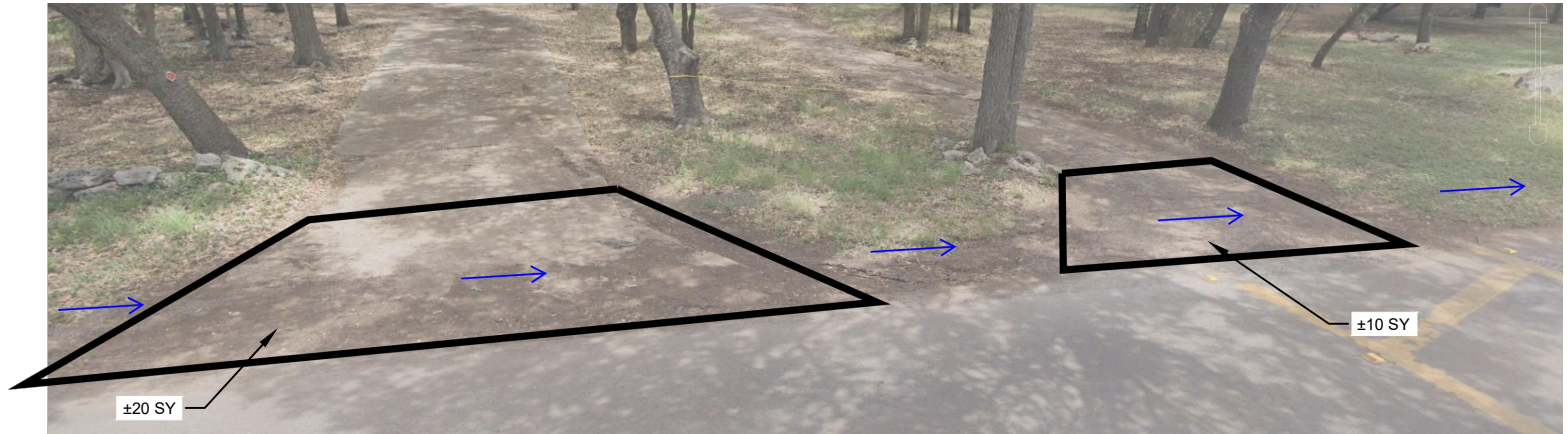
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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
DRIVEWAY PAVING LAYOUTS  
SHT 4

JOB: 154-102  
DATE: 2024/07/17  
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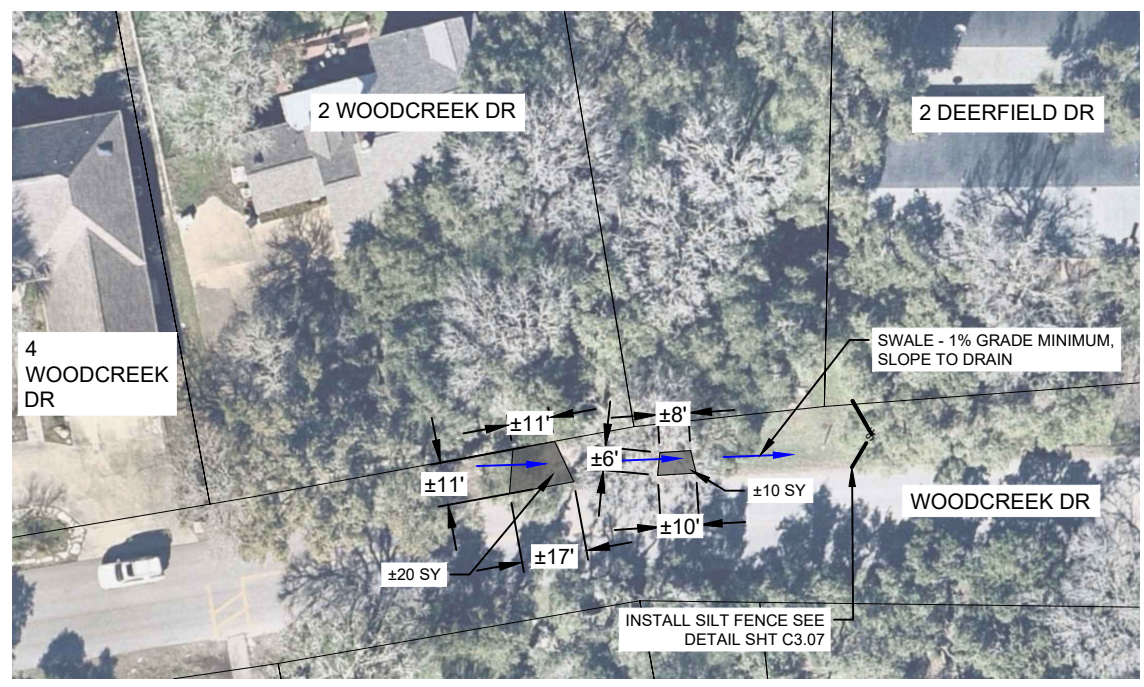
**2 WOODCREEK DR / GOLF CART PATH - FRONT STREET VIEW**  
SCALE: N.T.S.

LEGEND

■ DRIVEWAY PAVING SECTION

— SF — SILT FENCE

- NOTES:
1. CONTRACTOR SHALL REMOVE 8" OF DRIVEWAY MATERIAL (ASPHALT AND BASE) AND REMOVE FROM THE SITE.
  2. THE CONTRACTOR SHALL REPLACE EXISTING ASPHALT WITH 2" OF HMA (TXDOT SPEC ITEM 3076) AND 6" OF FLEXIBLE BASE MATERIAL (TXDOT SPEC ITEM 247).
  3. THE CONTRACTOR SHALL MATCH EXISTING GRADES OF EXISTING ASPHALT AT TIE IN AREAS.
  4. THE CONTRACTOR SHALL CONSTRUCT A SWALE AT A MINIMUM 1% GRADE ACROSS THE TWO DRIVEWAYS AND CREATE POSITIVE DRAINAGE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
  5. DIMENSIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONCERNS OR DISCREPANCIES.



**2 WOODCREEK DR / GOLF CART PATH - AERIAL PLAN VIEW**  
SCALE: 1" = 50'





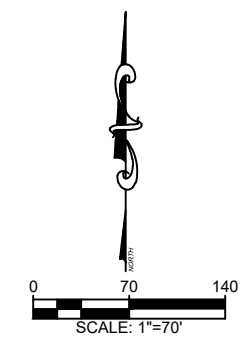
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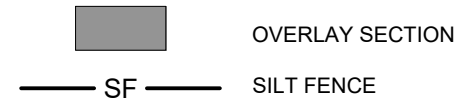
CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
**DEERFIELD DR OVERLAY PLAN**

JOB:	154-102
DATE:	2024/07/17
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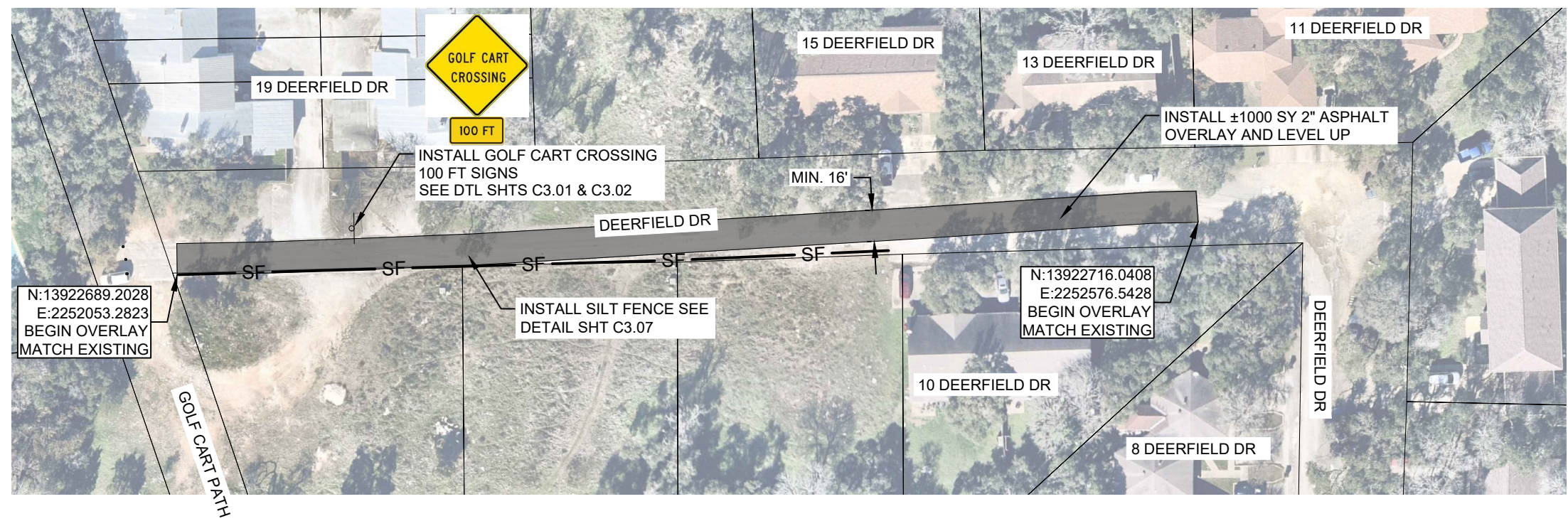


LEGEND:



NOTES:

1. THE CONTRACTOR SHALL PLACE AN ASPHALT CONCRETE LEVEL-UP THROUGHOUT THE OVERLAY SECTION LIMITS (SPECIAL SPECIFICATION BLADE LEVEL-UP WITH ASPHALT CONCRETE) TO FILL IN ALL AREAS OF DEPRESSION.
2. THE CONTRACTOR SHALL INSTALL A 2" HMAC OVERLAY (TXDOT SPEC 3076) PER THE LIMITS SHOWN ON THE PLANS.
3. THE CONTRACTOR SHALL MATCH THE EXISTING PAVEMENT LIMITS, AND MAINTAIN A MINIMUM OF A 16' WIDE PAVEMENT SECTION.
4. THE CONTRACTOR SHALL MATCH EXISTING GRADES OF EXISTING ASPHALT AT TIE IN AREAS INCLUDING DRIVEWAYS.
5. THE CONTRACTOR SHALL PLACE HMAC OVERLAY MATCHING EXISTING GRADES AND DRAINAGE PATTERNS.
6. GOLF CART SIGN SHALL BE INSTALLED DIRECTLY BEHIND MAILBOXES AND SHALL NOT IMPEDE ACCESS.



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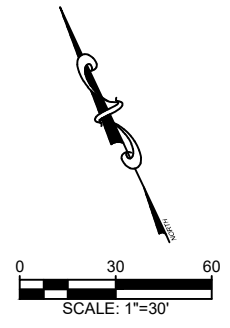
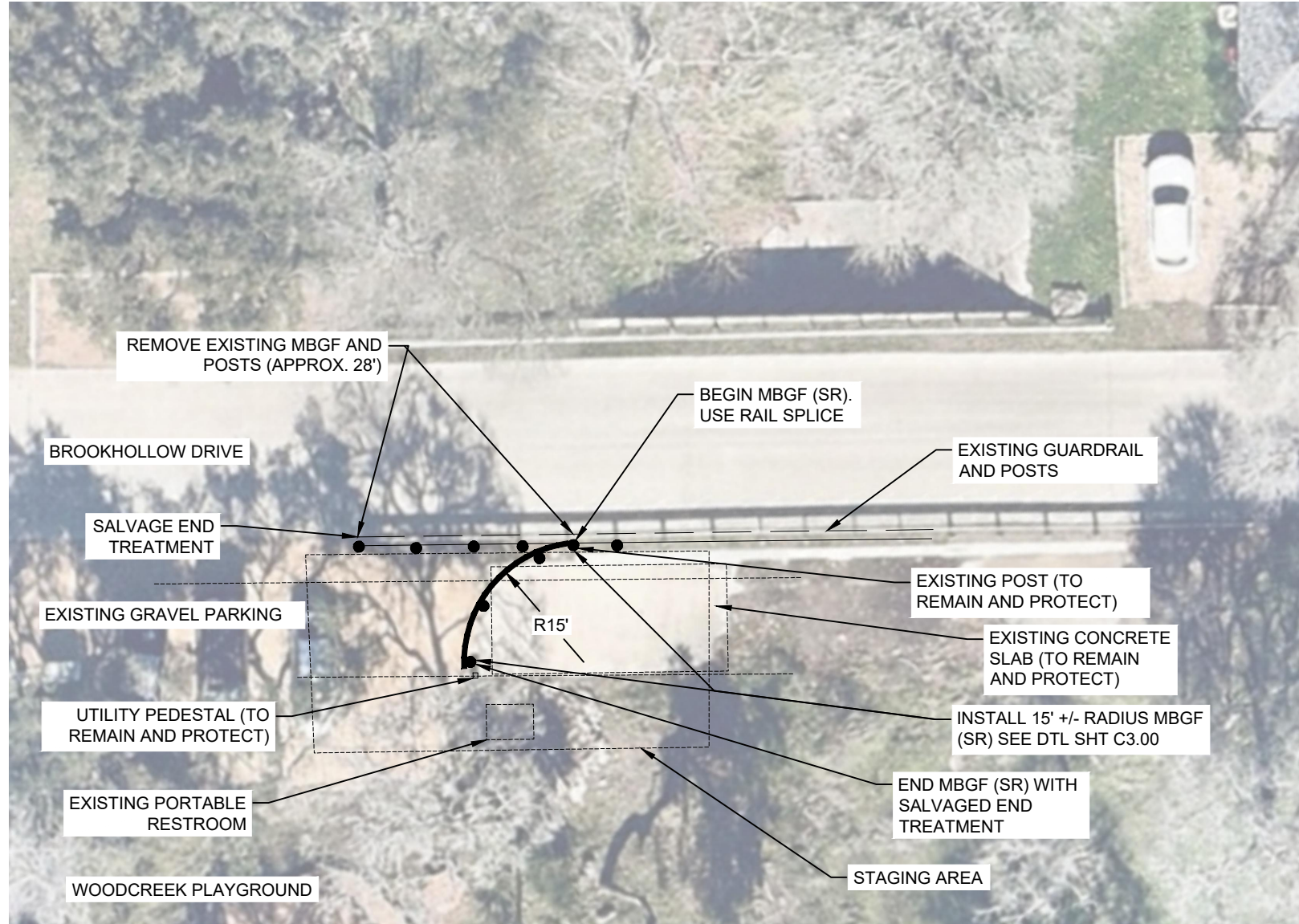
CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
GUARDRAIL MODIFICATION PLAN

JOB: 154-102  
DATE: 2024/07/17  
DRAWN: TN PM: MN  
DESIGN: DM:  
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

- NOTES:
1. THE CONTRACTOR MAY CLOSE ONE LANE OF BROOKHOLLOW DR. TO ESTABLISH A WORK ZONE. DURING LANE CLOSURES, THE CONTRACTOR SHALL PROPERLY MAINTAIN TRAFFIC ON BROOKHOLLOW DR.
  2. THE CONTRACTOR MAY TEMPORARILY REPOSITION THE EXISTING PORTABLE BATHROOM TO ACCOMMODATE MBGF INSTALLATION.
  3. THE CONTRACTOR SHALL CONTACT TEXAS 811 AND LOCATE UNDERGROUND UTILITIES BEFORE CONSTRUCTION STARTS. THE CONTRACTOR SHALL CONTACT THE ENGINEER IF ANY UTILITY CONFLICTS WITH THE CONSTRUCTION OF IMPROVEMENTS DESCRIBED IN THE PLANS.
  4. THE CONTRACTOR SHALL REMOVE (NOT STORE) PORTIONS OF THE EXISTING MBGF AND TIMBER POSTS AS SHOWN ON THE PLANS.
  5. THE CONTRACTOR MAY SALVAGE AND REUSE EXISTING TIMBER POSTS TO CONSTRUCT SHORT RADIUS MBGF IF POSTS ARE IN GOOD CONDITION WITH NO INDICATION OF ROTTING OR FAILURE. STEEL AND COMPOSITE MATERIAL POSTS ARE NOT PERMITTED.
  6. THE CONTRACTOR SHALL FIELD FIT A 15' (+/-) SHORT RADIUS MBGF AS SHOWN ON THE PLANS.
  7. THE TIMBER POSTS SHALL NOT BE INSTALLED IN THE EXISTING CONCRETE SLAB.
  8. THE CONTRACTOR MAY ADJUST THE SPACING OF THE TIMBER POSTS TO AVOID THE EXISTING CONCRETE SLAB AND UTILITIES.
  9. THE CONSTRUCTOR SHALL INSTALL THE SHORT RADIUS MBGF USING A RAIL SPLICE AS INDICATED ON THE PLANS. THE NEW MBGF SHALL BE INSTALLED LEVEL WITH THE EXISTING ELEVATION OF THE MBGF AT THE SPLICE LOCATION.
  10. THE CONTRACTOR SHALL REMOVE ALL EXCAVATED MATERIALS IMMEDIATELY AFTER DIGGING THE HOLES FOR THE TIMBER POSTS.



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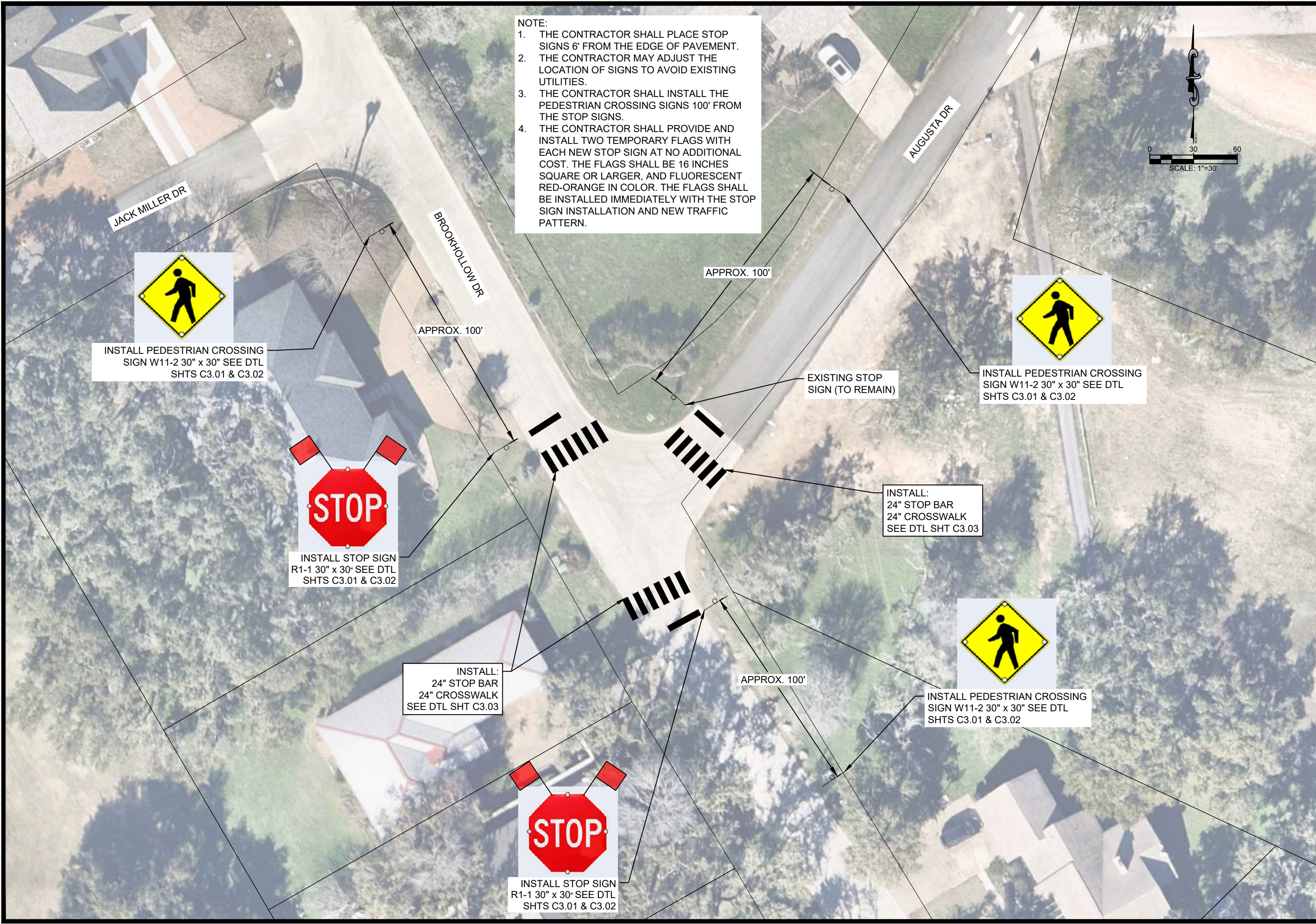
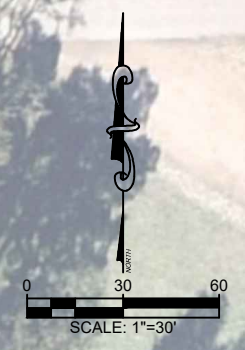
CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
**SIGNAGE AND CROSSWALKS**

JOB:	154-102
DATE:	2024/07/17
DRAWN:	TN PM: MN
DESIGN:	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION

**NOTE:**

1. THE CONTRACTOR SHALL PLACE STOP SIGNS 6' FROM THE EDGE OF PAVEMENT.
2. THE CONTRACTOR MAY ADJUST THE LOCATION OF SIGNS TO AVOID EXISTING UTILITIES.
3. THE CONTRACTOR SHALL INSTALL THE PEDESTRIAN CROSSING SIGNS 100' FROM THE STOP SIGNS.
4. THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO TEMPORARY FLAGS WITH EACH NEW STOP SIGN AT NO ADDITIONAL COST. THE FLAGS SHALL BE 16 INCHES SQUARE OR LARGER, AND FLUORESCENT RED-ORANGE IN COLOR. THE FLAGS SHALL BE INSTALLED IMMEDIATELY WITH THE STOP SIGN INSTALLATION AND NEW TRAFFIC PATTERN.



Date: Jul 17, 2024, 2:07pm User ID: nort  
 File: Z:ENG - PRD\154 - City of Woodcreek\102 - TO 3 - 2024 Safety Enhancement Program\_CAD.dwg(154\_102-MEG-SON-STRNCP-PLAN-001.dwg)

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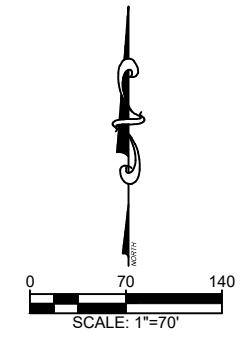
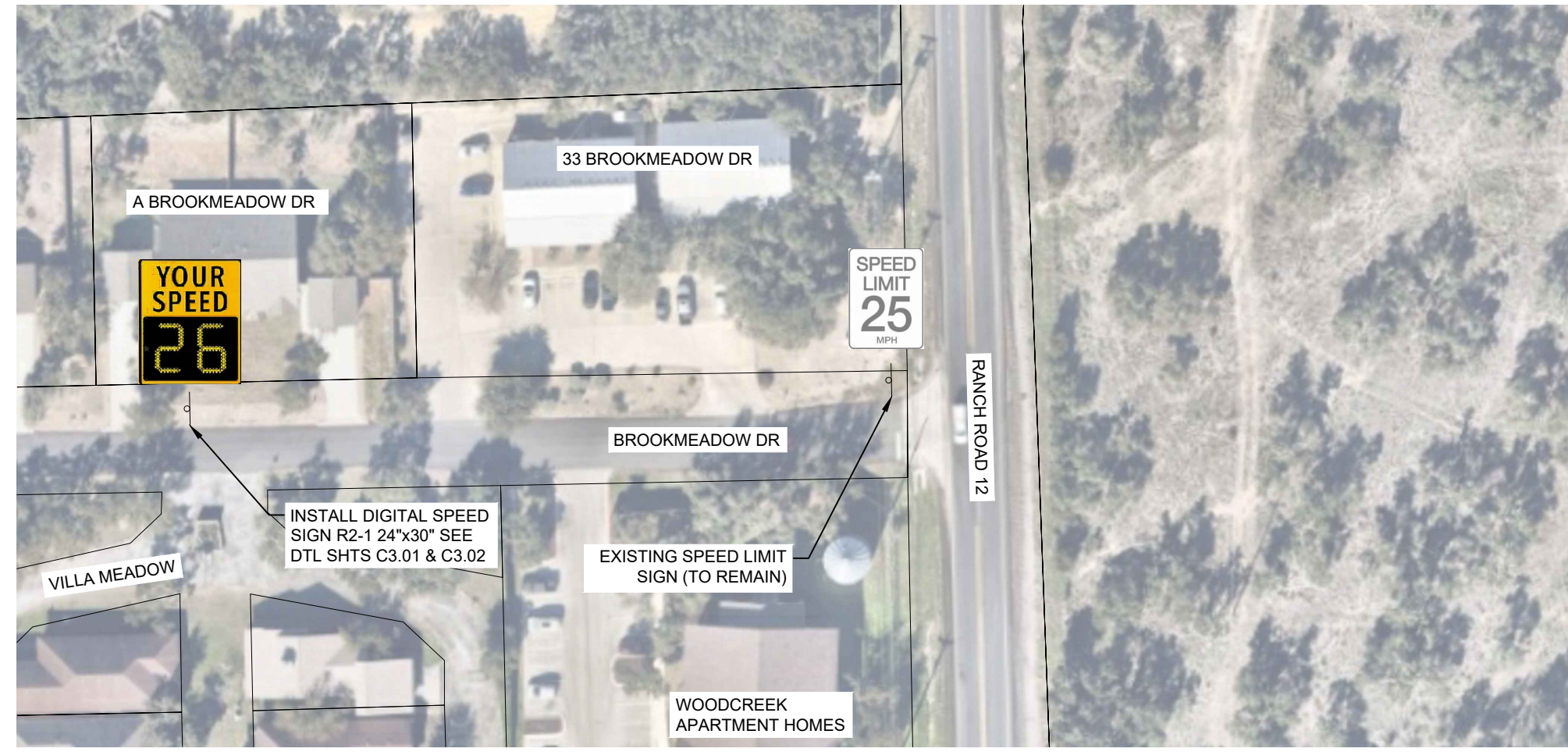
CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
DIGITAL SPEED SIGN  
LOCATIONS SHT 1

JOB: 154-102  
DATE: 2024/07/17  
DRAWN: TN PM: MN  
DESIGN: DM:  
PEER: OTHER:

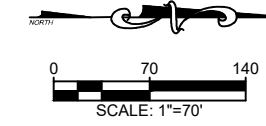
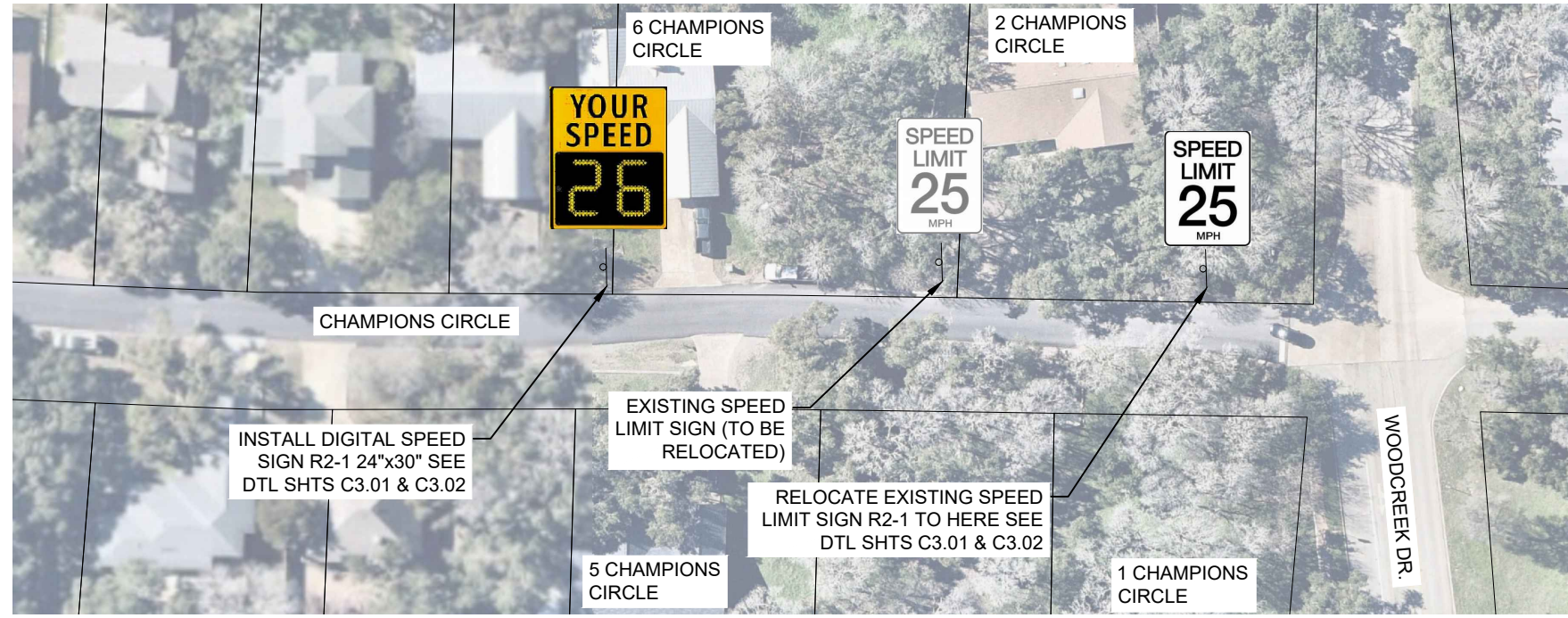
REVISIONS:

DELTA	DESCRIPTION

- NOTES:
1. THE CONTRACTOR SHALL ASSEMBLE AND INSTALL SOLAR POWERED DIGITAL SPEED SIGNS PROVIDED BY THE CITY OF WOODCREEK .
  2. THE CONTRACTOR SHALL FURNISH AND INSTALL THE POSTS AND PROVIDE REQUIRED MOUNTING HARDWARE AS NECESSARY FOR THE SOLAR POWERED DIGITAL SPEED SIGNS.
  3. THE SIGN LOCATIONS ARE APPROXIMATE, CONTRACTOR SHALL PLACE SIGNS WHERE THEY WILL BE FULLY VISIBLE. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES. CONTRACTOR SHALL TRIM ANY TREE LIMBS OR SHRUBS THAT WILL BLOCK THE VIEW OF THE INSTALLED SIGNS AT NO ADDITIONAL COST.



Date: Jul 17, 2024, 2:07pm User: D: nort File: Z:\ENG - PHD\154 - City of Woodcreek\102 - TO 3 - 2024 Safety Enhancement Program\_CAD.dwg 154\_102-MEGF-SGN-STRPNC-PLAN-001.dwg



**NOTES:**

1. THE CONTRACTOR SHALL ASSEMBLE AND INSTALL SOLAR POWERED DIGITAL SPEED SIGNS PROVIDED BY THE CITY OF WOODCREEK .
2. THE CONTRACTOR SHALL FURNISH AND INSTALL THE POSTS AND PROVIDE REQUIRED MOUNTING HARDWARE AS NECESSARY FOR THE SOLAR POWERED DIGITAL SPEED SIGNS.
3. THE SIGN LOCATIONS ARE APPROXIMATE, CONTRACTOR SHALL PLACE SIGNS WHERE THEY WILL BE FULLY VISIBLE. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES. CONTRACTOR SHALL TRIM ANY TREE LIMBS OR SHRUBS THAT WILL BLOCK THE VIEW OF THE INSTALLED SIGNS AT NO ADDITIONAL COST.



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0322  
 SPRING BRANCH, TX 76070 TBPE FIRM F-2104

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CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
**DIGITAL SPEED SIGN LOCATIONS SHT 2**

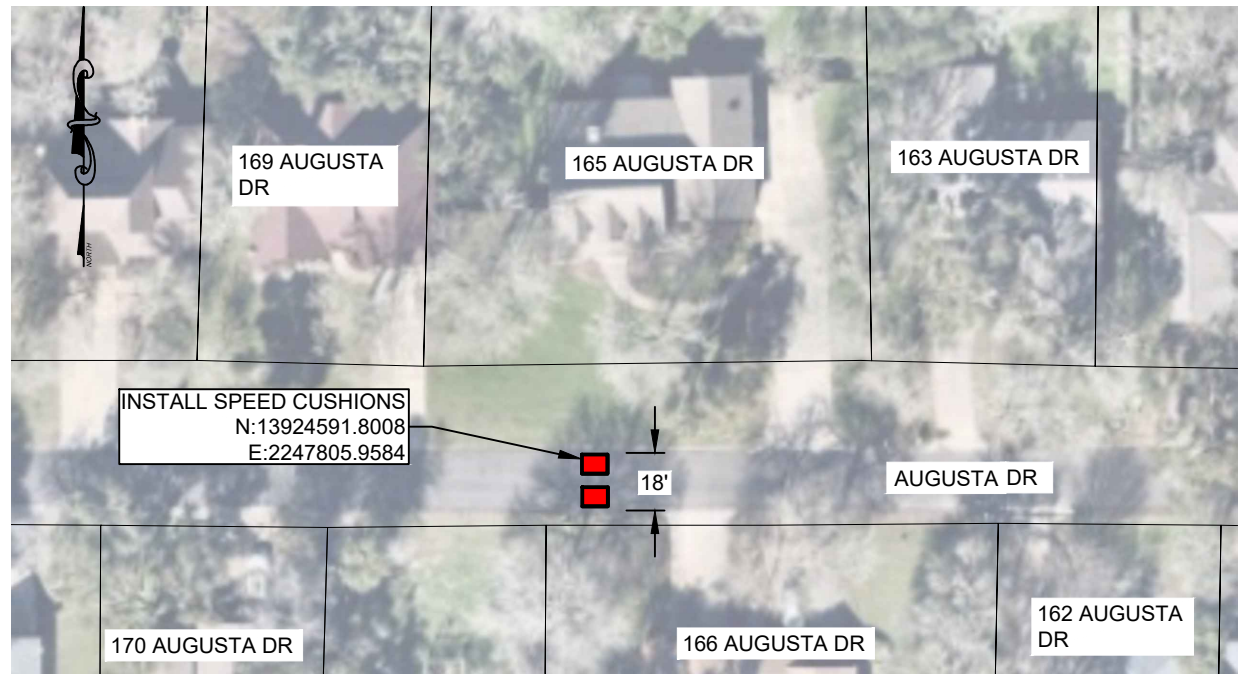
JOB:	154-102
DATE:	2024/07/17
DRAWN: TN	PM: MN
DESIGN:	DM:
PEER:	OTHER:

REVISIONS:	
DELTA	DESCRIPTION

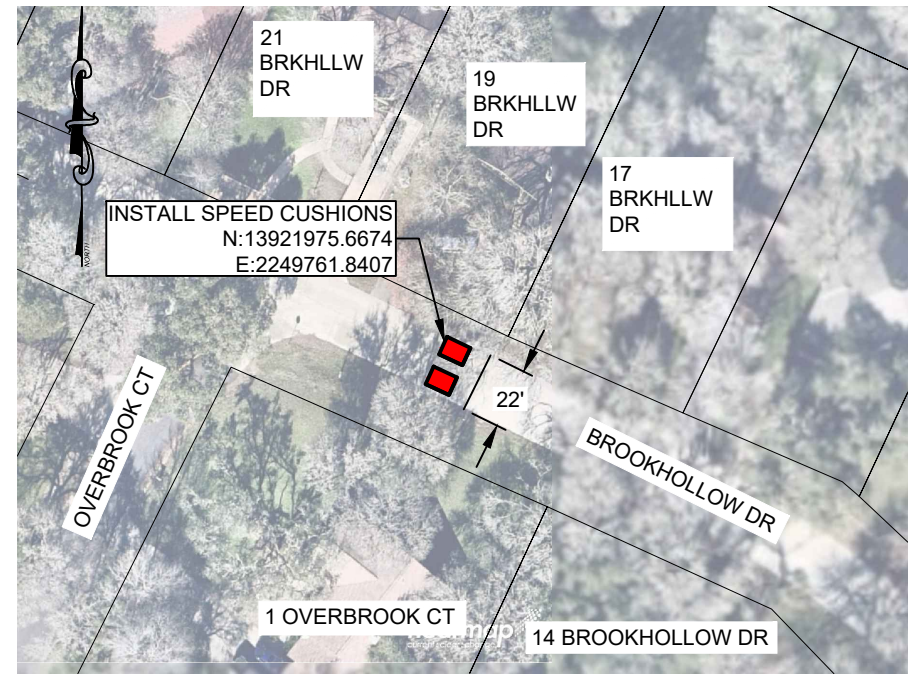
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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
**SPEED CUSHION LOCATIONS**

JOB: 154-102	
DATE: 2024/07/17	
DRAWN: TN	PM: MN
DESIGN: DM	OTHER:
PEER:	OTHER:
REVISIONS:	
DELTA	DESCRIPTION
SHEET:	

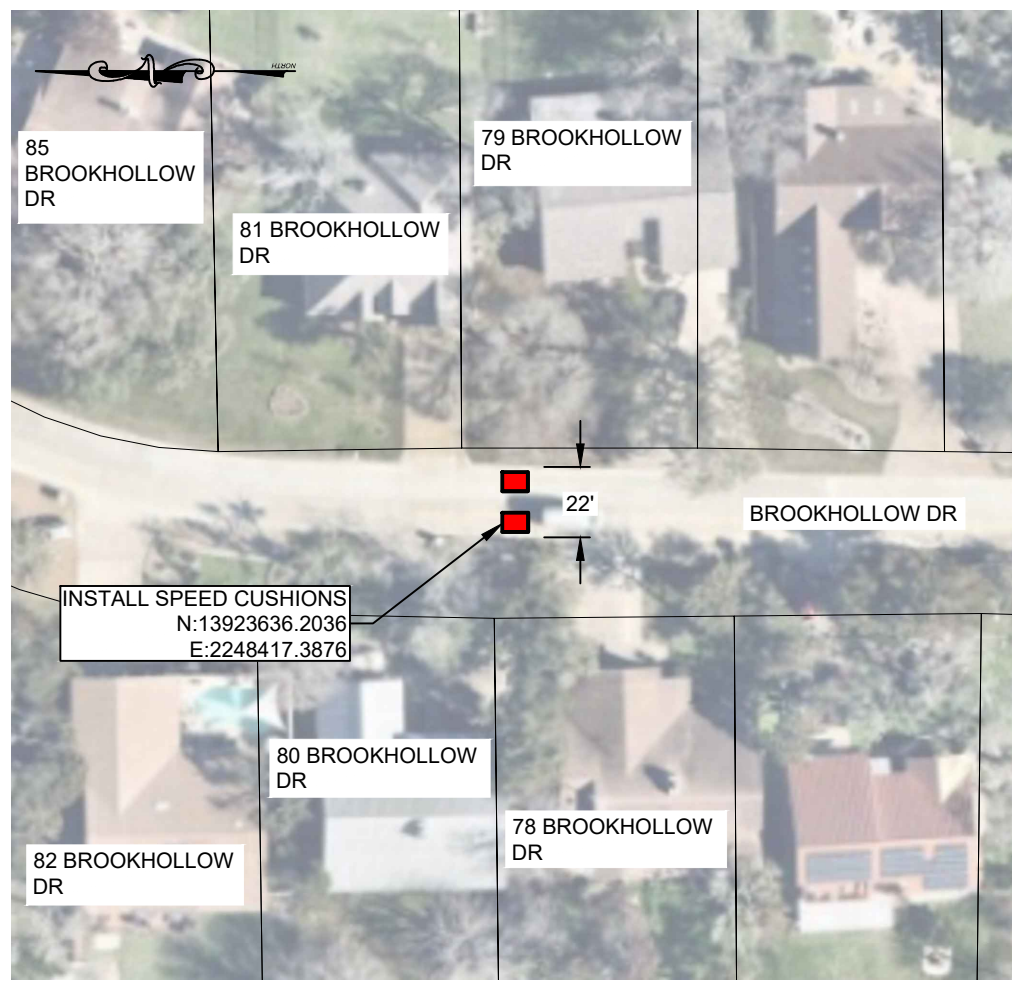


**165 AUGUSTA DR**  
SCALE: 1" = 60'



**19 BROOKHOLLOW DR**  
SCALE: 1" = 70'

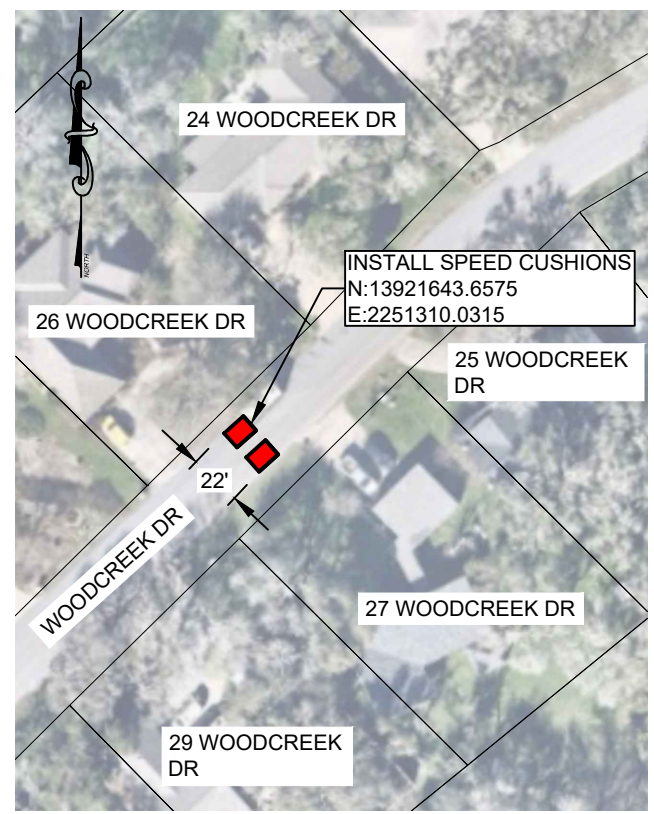
- NOTES:
1. SEE SHTS C3.05 & C3.06 FOR SPEED CUSHION DETAILS. INSTALLATION SPACING IS DEPENDENT ON ROADWAY WIDTH, NOTIFY ENGINEER OF ANY DISCREPANCIES.
  2. SPEED CUSHIONS SHALL BE INSTALLED AT LEAST 7 FEET AWAY FROM ALL SURROUNDING DRIVEWAYS.
  3. THE CONTRACTOR SHALL INSTALL SPEED CUSHIONS PER MANUFACTURER INSTALLATION RECOMMENDATIONS.



**81 BROOKHOLLOW DR**  
SCALE: 1" = 60'



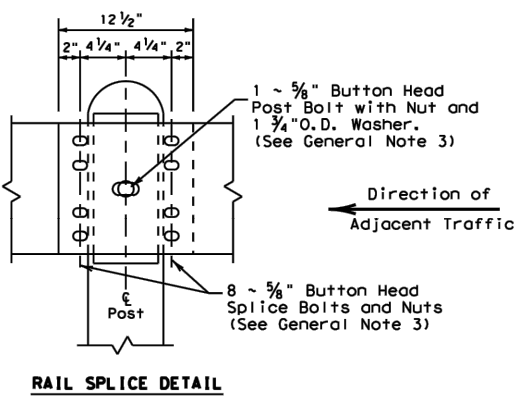
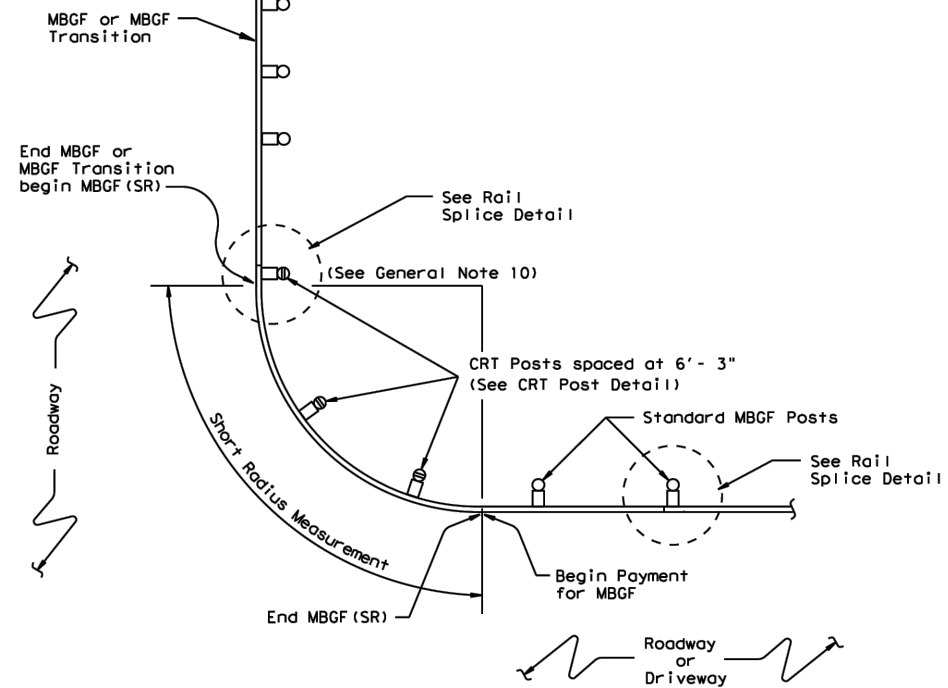
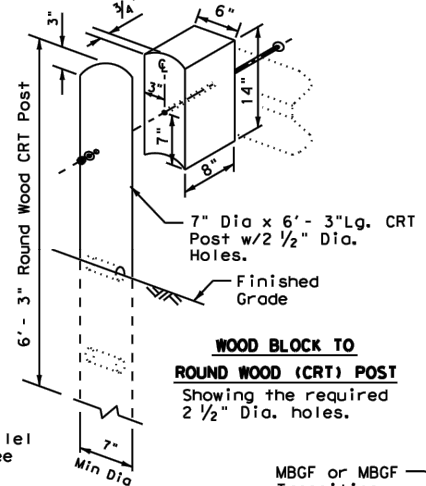
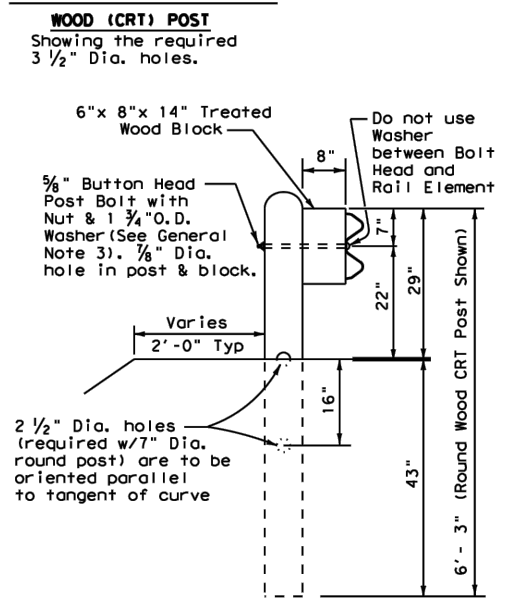
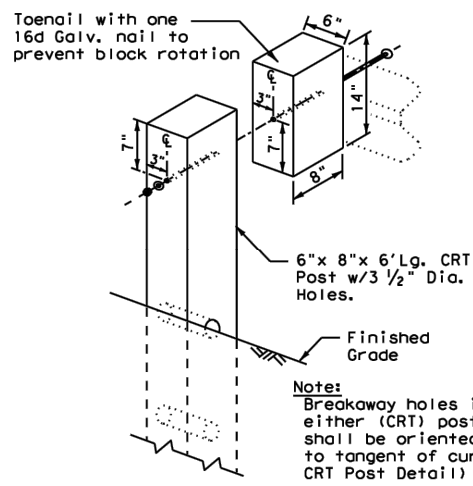
**65 WOODCREEK DR**  
SCALE: 1" = 70'



**27 WOODCREEK DR**  
SCALE: 1" = 80'

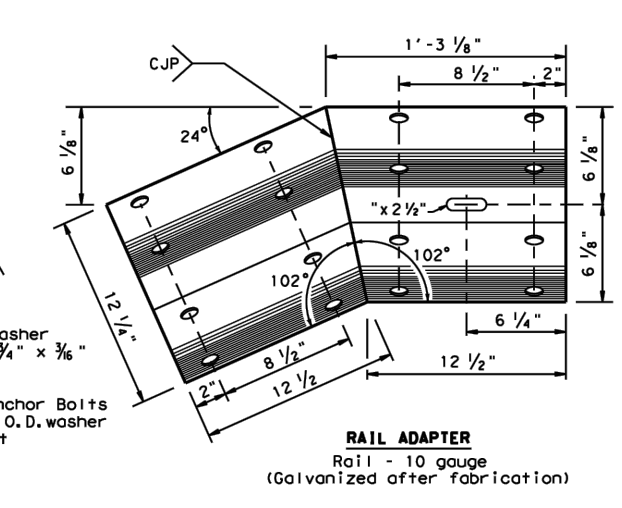
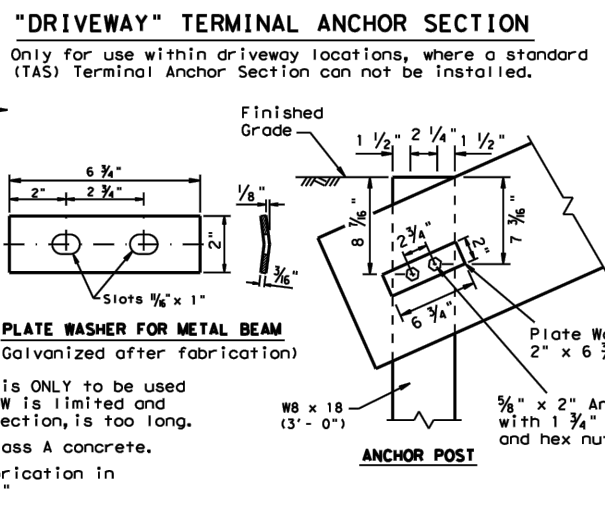
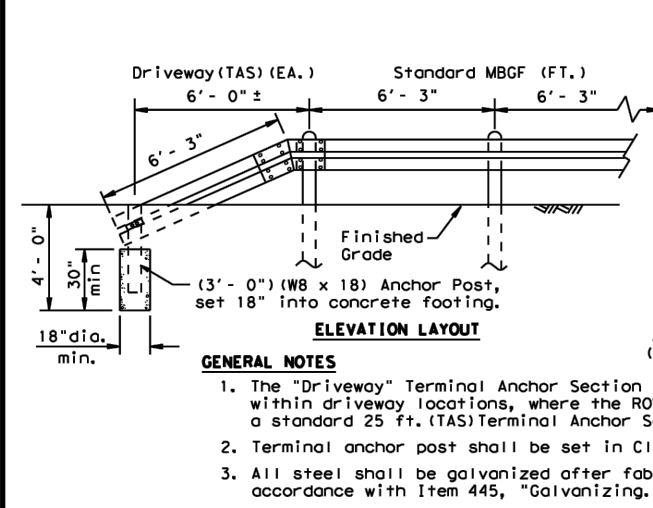
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**GENERAL NOTES**

- The type of (CRT) post (round wood post, or rectangular wood post) will be shown elsewhere in the plans. The exact position of MBGF shall be shown elsewhere in the plans or as directed by the Engineer.
- Steel posts are not permitted at CRT post positions.
- Rail element shall meet the requirements of Item 540, "Metal Beam Guard Fence" except as modified on the plans. The Contractor may furnish rail elements of 12 1/2 or 25 foot nominal lengths.
- Button head "post" bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and Type A (1 3/4" O.D.) washer and not more than 1" beyond it. Button head "splice" bolts (ASTM A307) are 5/8" x 1 1/4" (or 2" long at triple rail splices) with a 5/8" double recessed nut (ASTM A563).
- Fittings (bolts, nuts, and washers) shall be galvanized in accordance with Item 445, "Galvanizing." Fittings shall be subsidiary to the bid item.
- Crown shall be widened to accommodate the Metal Beam Guard Fence.
- The lateral approach to the guard fence, shall have a slope rate of not more than 1V:10H.
- Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be positioned so that the face of curb is located directly below or behind the face of the block. Rail placed over curbs shall be installed so that the post bolt is located approximately 21 inches above the gutter pan or roadway surface.
- If solid rock is encountered within 0 to 18" of the finished grade, drill a 22" dia. hole, 24" into the rock, or drill two 12" dia. front to back overlapping holes, 24" into the rock. If solid rock is encountered below 18", drill a 12" dia. hole, 12" into the rock or to the standard embedment depth, whichever is less. Any excess post length, after meeting these depths, may be field cut to ensure proper guardrail mounting height. Backfill with a cohesionless material.
- Guardrail posts shall not be set in concrete, of any depth.
- Special rail fabrication will be required at installations having a curvature of less than 150 ft. radius. The required radius shall be shown on the plans.
- The terminal anchor section (TAS) post shall be set in Class A concrete (unless otherwise shown in the plans) in accordance with Item 421, "Hydraulic Cement Concrete." Concrete shall be subsidiary to the bid item requiring construction of the terminal anchor section (TAS). Terminal anchor post to be galvanized in accordance with Item 445, "Galvanizing."
- Unless otherwise shown in the plans, a composite material post and/or block that meets the requirements of DMS-7210, "Composite Material Posts and Blocks for Metal Beam Guard Fence" may be substituted for posts and/or blocks of similar dimensions. The Construction Division, TxDOT maintains a Material Producer List (MPL) for producers of materials conforming to DMS-7210. Only producers on the MPL can furnish composite material posts and/or blocks.



**ONLY FOR USE IN MAINTENANCE REPAIRS OR HIGHLY CONSTRAINED SITE CONDITIONS.**

Texas Department of Transportation  
Design Division Standard

**METAL BEAM GUARD FENCE  
(SHORT RADIUS)  
MBGF (SR) - 19**

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**SIGN SUPPORT DESCRIPTIVE CODES**  
(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

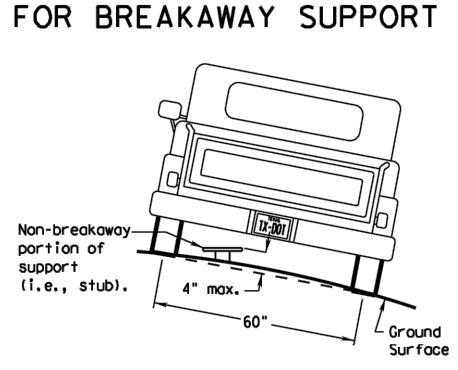
**Post Type**  
FRP = Fiberglass Reinforced Plastic Pipe (see SMD (FRP))  
TWT = Thin-Walled Tubing (see SMD (TWT))  
10BWG = 10 BWG Tubing (see SMD (SLIP-1) to (SLIP-3))  
S80 = Schedule 80 Pipe (see SMD (SLIP-1) to (SLIP-3))

**Number of Posts (1 or 2)**

**Anchor Type**  
UA = Universal Anchor - Concreted (see SMD (FRP) and (TWT))  
UB = Universal Anchor - Bolted down (see SMD (FRP) and (TWT))  
WS = Wedge Anchor Steel - (see SMD (TWT))  
WP = Wedge Anchor Plastic (see SMD (TWT))  
SA = Slipbase - Concreted (see SMD (SLIP-1) to (SLIP-3))  
SB = Slipbase - Bolted Down (see SMD (SLIP-1) to (SLIP-3))

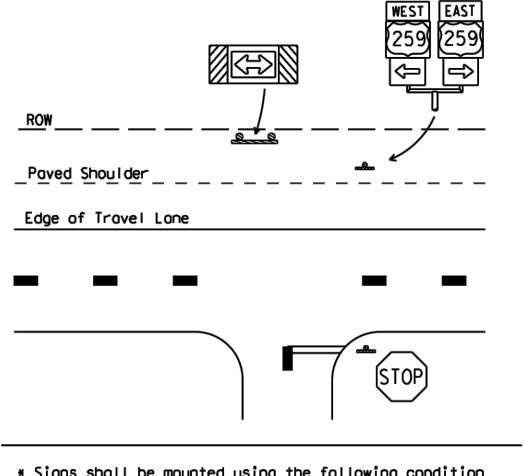
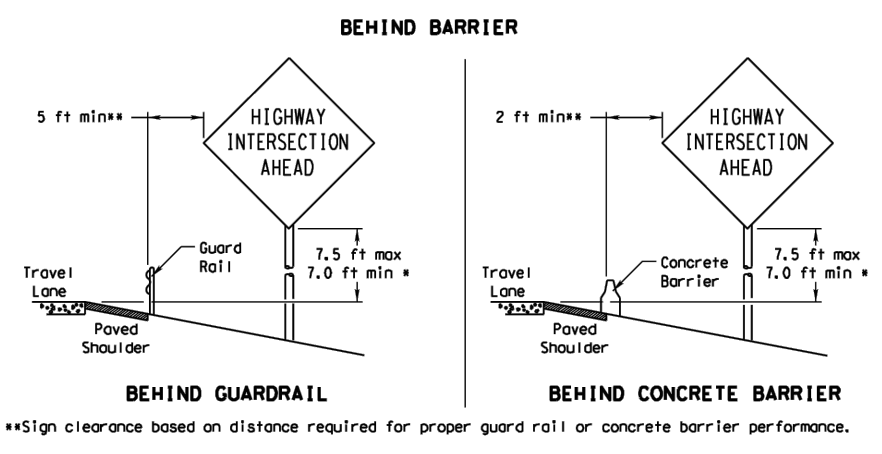
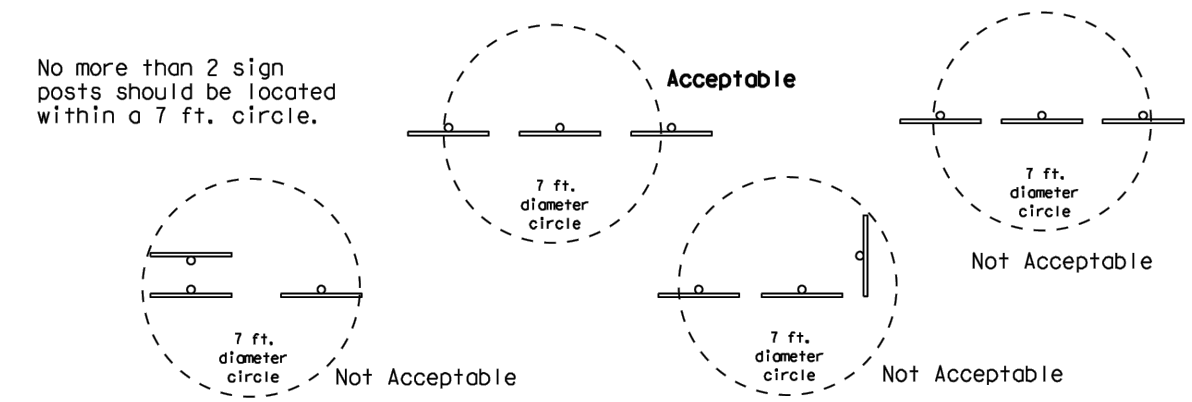
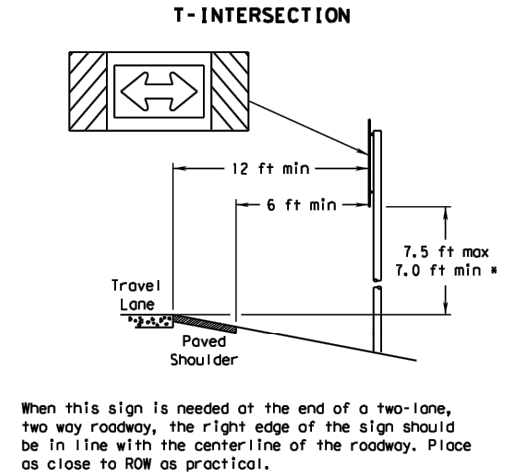
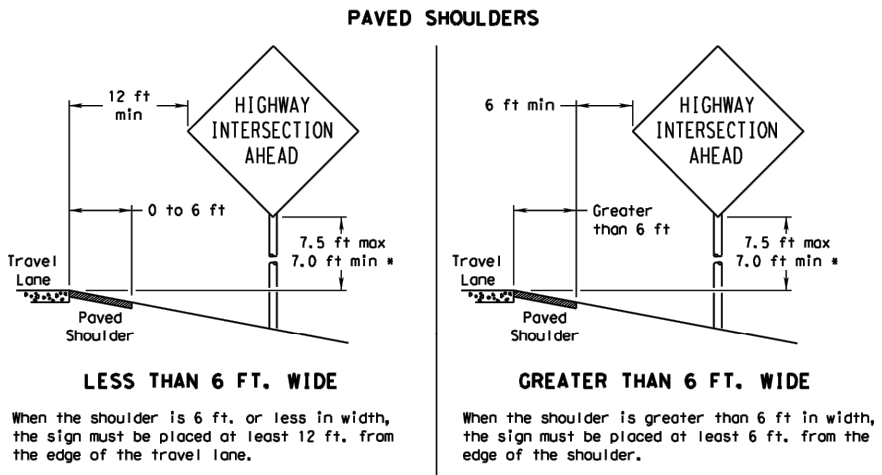
**Sign Mounting Designation**  
P = Prefab. "Plain" (see SMD (SLIP-1) to (SLIP-3), (TWT), (FRP))  
T = Prefab. "T" (see SMD (SLIP-1) to (SLIP-3), (TWT))  
U = Prefab. "U" (see SMD (SLIP-1) to (SLIP-3))  
IF REQUIRED  
1EXT or 2EXT = Number of Extensions (see SMD (SLIP-1) to (SLIP-3), (TWT))  
BM = Extruded Wind Beam (see SMD (SLIP-1) to (SLIP-3))  
WC = 1.12 #/ft Wing Channel (see SMD (SLIP-1) to (SLIP-3))  
EXAL = Extruded Aluminum Sign Panels (see SMD (SLIP-3))

**REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT**



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

**SIGN LOCATION**



\* Signs shall be mounted using the following condition that results in the greatest sign elevation:

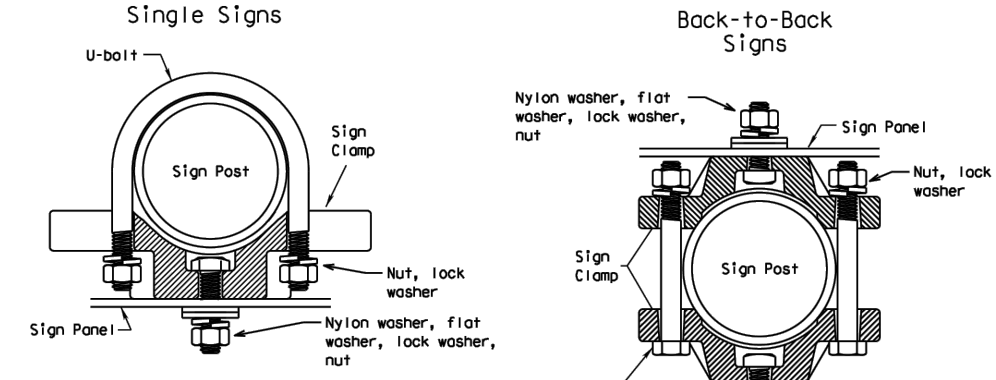
- (1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or
- (2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:  
<http://www.txdot.gov/publications/traffic.htm>

**TYPICAL SIGN ATTACHMENT DETAIL**



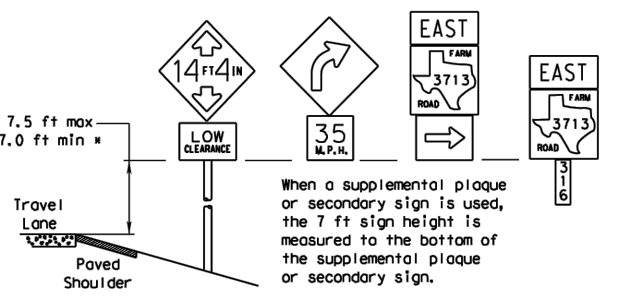
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

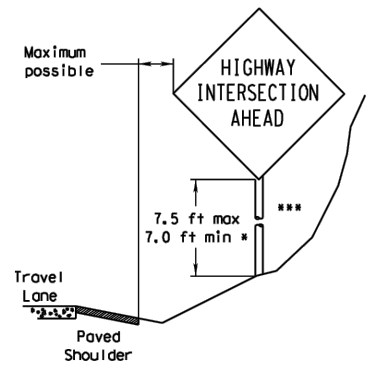
Sign clamps may be either the specific size clamp or the universal clamp.

Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

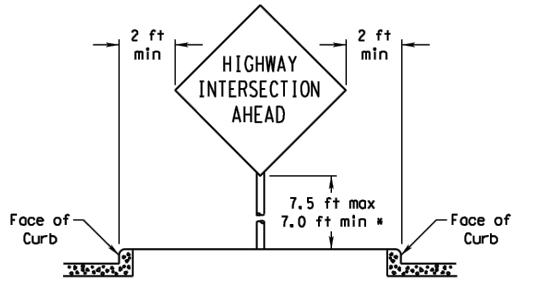
**SIGNS WITH PLAQUES**



**RESTRICTED RIGHT-OF-WAY (When 6 ft min. is not possible.)**



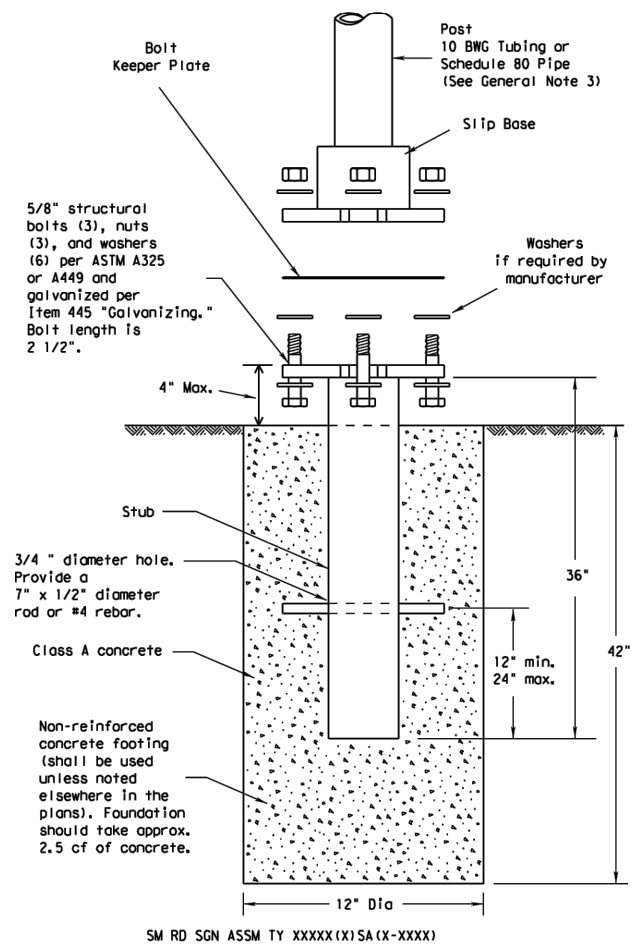
**CURB & GUTTER OR RAISED ISLAND**





REVISIONS:	
DELTA	DESCRIPTION

**TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS**



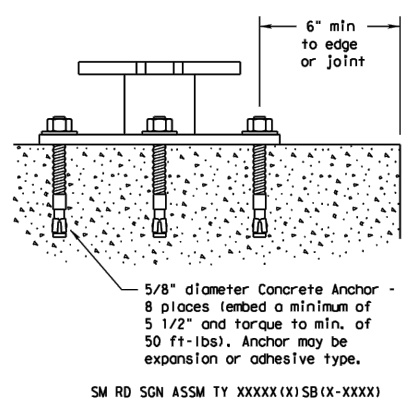
**NOTE**

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. [http://www.txdot.gov/business/producer\\_list.htm](http://www.txdot.gov/business/producer_list.htm) The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

- GENERAL NOTES:**
- Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
  - Material used as post with this system shall conform to the following specifications:
    - 10 BWG Tubing (2.875" outside diameter)
      - 0.134" nominal wall thickness
      - Seamless or electric-resistance welded steel tubing or pipe
      - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
      - Other steels may be used if they meet the following:
        - 55,000 PSI minimum yield strength
        - 70,000 PSI minimum tensile strength
        - 20% minimum elongation in 2"
      - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
      - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
      - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
    - Schedule 80 Pipe (2.875" outside diameter)
      - 0.276" nominal wall thickness
      - Steel tubing per ASTM A500 Gr C
      - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
        - 46,000 PSI minimum yield strength
        - 62,000 PSI minimum tensile strength
        - 21% minimum elongation in 2"
      - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
      - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
      - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is <http://www.txdot.gov/publications/traffic.htm>
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

- ASSEMBLY PROCEDURE**
- Foundation**
- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
  - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
  - Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
  - Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
  - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.
- Support**
- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
  - Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

**CONCRETE ANCHOR**



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end, Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxyes and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

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DATE: FILE:

**Texas Department of Transportation**  
Traffic Operations Division

**SIGN MOUNTING DETAILS**  
**SMALL ROADSIDE SIGNS**  
**TRIANGULAR SLIPBASE SYSTEM**

**SMD (SLIP-1) -08**

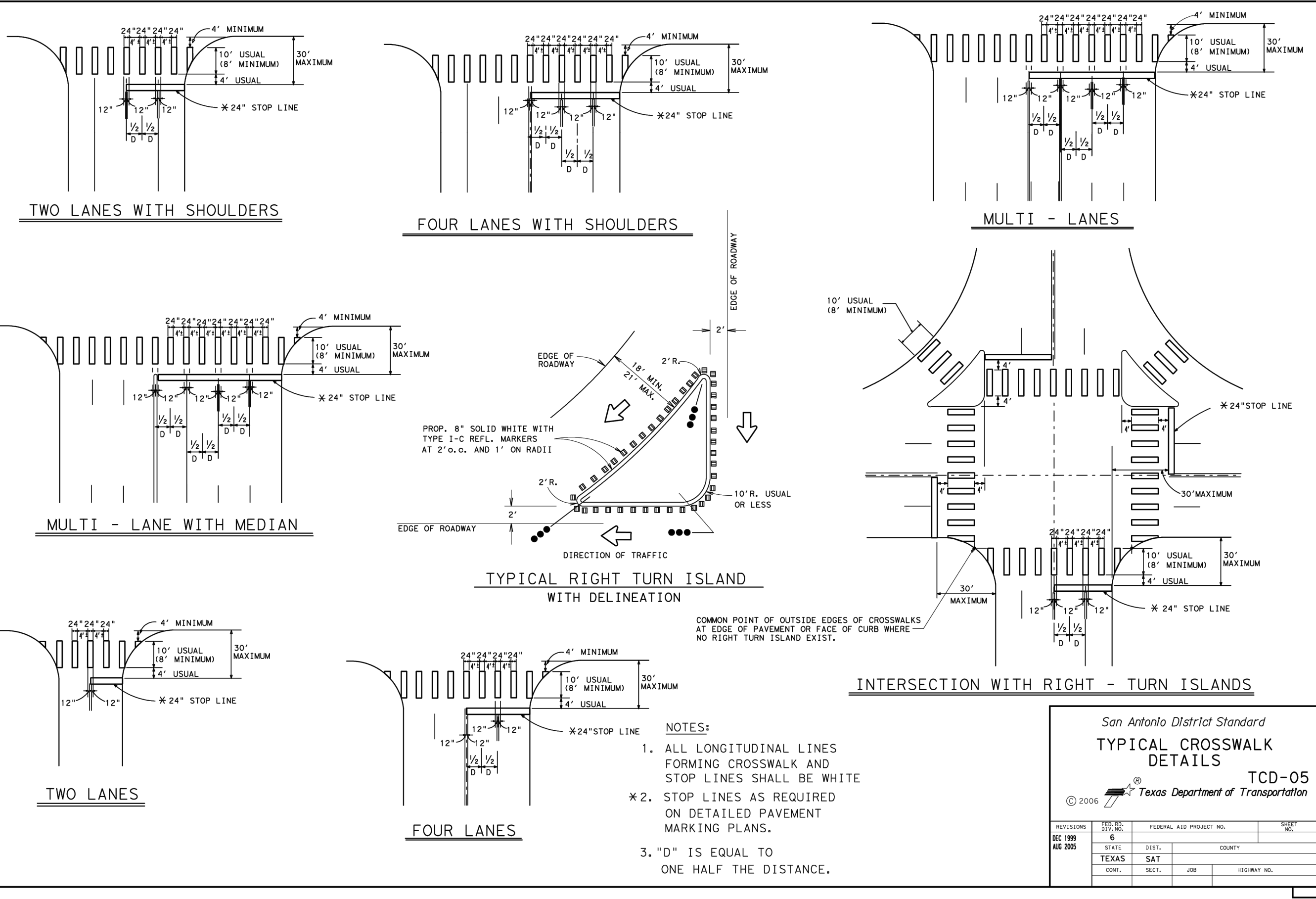
© TxDOT July 2002	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
9-08	CONT	SECT	JOB	HIGHWAY
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CITY OF WOODCREEK  
 2024 SAFETY ENHANCEMENT PROGRAM  
**CROSSWALK DETAIL**

JOB: 154-102  
 DATE: 2024/07/17  
 DRAWN: TN PM: MN  
 DESIGN: DM:  
 PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION



LEVELS DISPLAYED ACC:

1	2	3	4	5	6
11	12	13	14	15	16
17	18	19	20	21	22
23	24	25	26	27	28
29	30	31	32	33	34
35	36	37	38	39	40
41	42	43	44	45	46
47	48	49	50	51	52
53	54	55	56	57	58
59	60	61	62	63	64
65	66	67	68	69	70
71	72	73	74	75	76
77	78	79	80	81	82
83	84	85	86	87	88
89	90	91	92	93	94
95	96	97	98	99	100

- NOTES:**
- ALL LONGITUDINAL LINES FORMING CROSSWALK AND STOP LINES SHALL BE WHITE
  - \* STOP LINES AS REQUIRED ON DETAILED PAVEMENT MARKING PLANS.
  - "D" IS EQUAL TO ONE HALF THE DISTANCE.

San Antonio District Standard  
**TYPICAL CROSSWALK DETAILS**  
 TCD-05  
 © 2006 Texas Department of Transportation

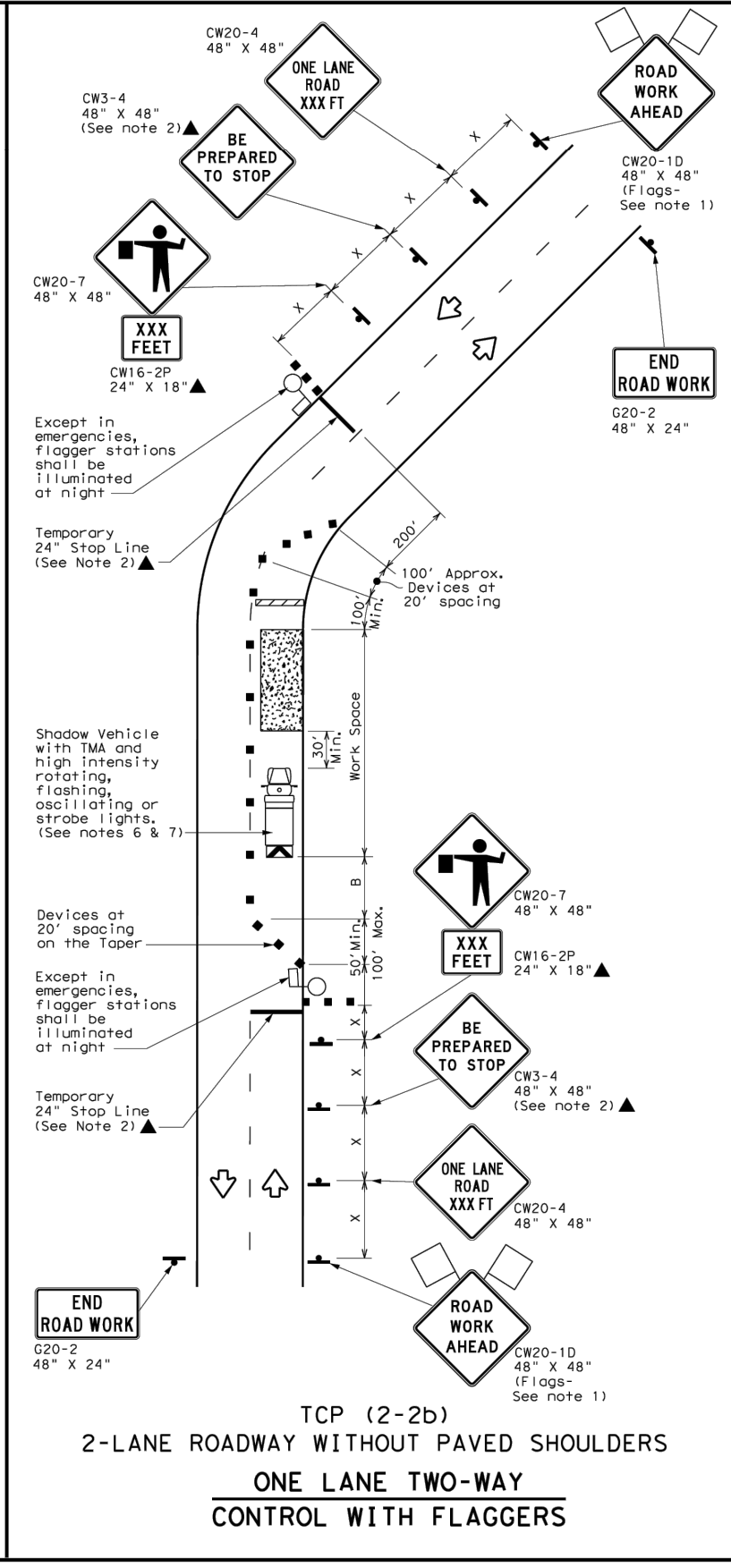
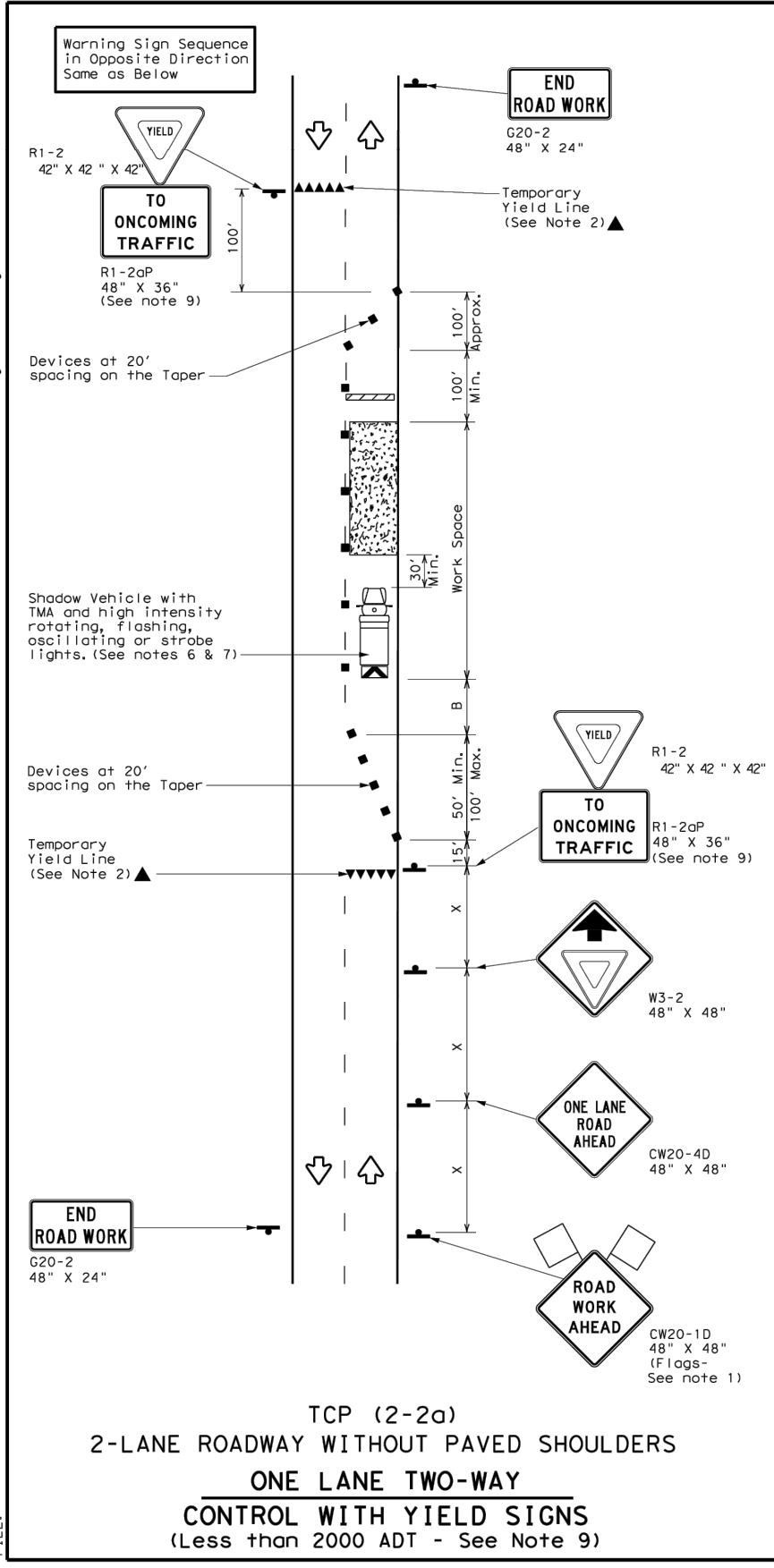
REVISIONS	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
DEC 1999 AUG 2005	6		
	STATE	DIST.	COUNTY
	TEXAS	SAT	
	CONT.	SECT.	JOB HIGHWAY NO.

REVISIONS:

DELTA	DESCRIPTION

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DATE: FILE:



**LEGEND**

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed * X	Formula L = WS <sup>2</sup> / 60	Minimum Desirable Taper Lengths X X			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70	700'	770'	840'	70'	140'	800'	475'	730'	
75	750'	825'	900'	75'	150'	900'	540'	820'	

\* Conventional Roads Only  
\*\* Taper lengths have been rounded off.  
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

**TYPICAL USAGE**

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	✓	

- GENERAL NOTES**
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
  - Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-2a)**
- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
  - The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.
- TCP (2-2b)**
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

**Texas Department of Transportation**  
Traffic Operations Division Standard

**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**  
**TCP (2-2) - 18**

FILE: tcp2-2-18.dgn	DN: CK: DW: CK:
© TxDOT December 1985	CONT SECT JOB HIGHWAY
8-95 3-03	DIST COUNTY SHEET NO.
1-97 2-12	
4-98 2-18	

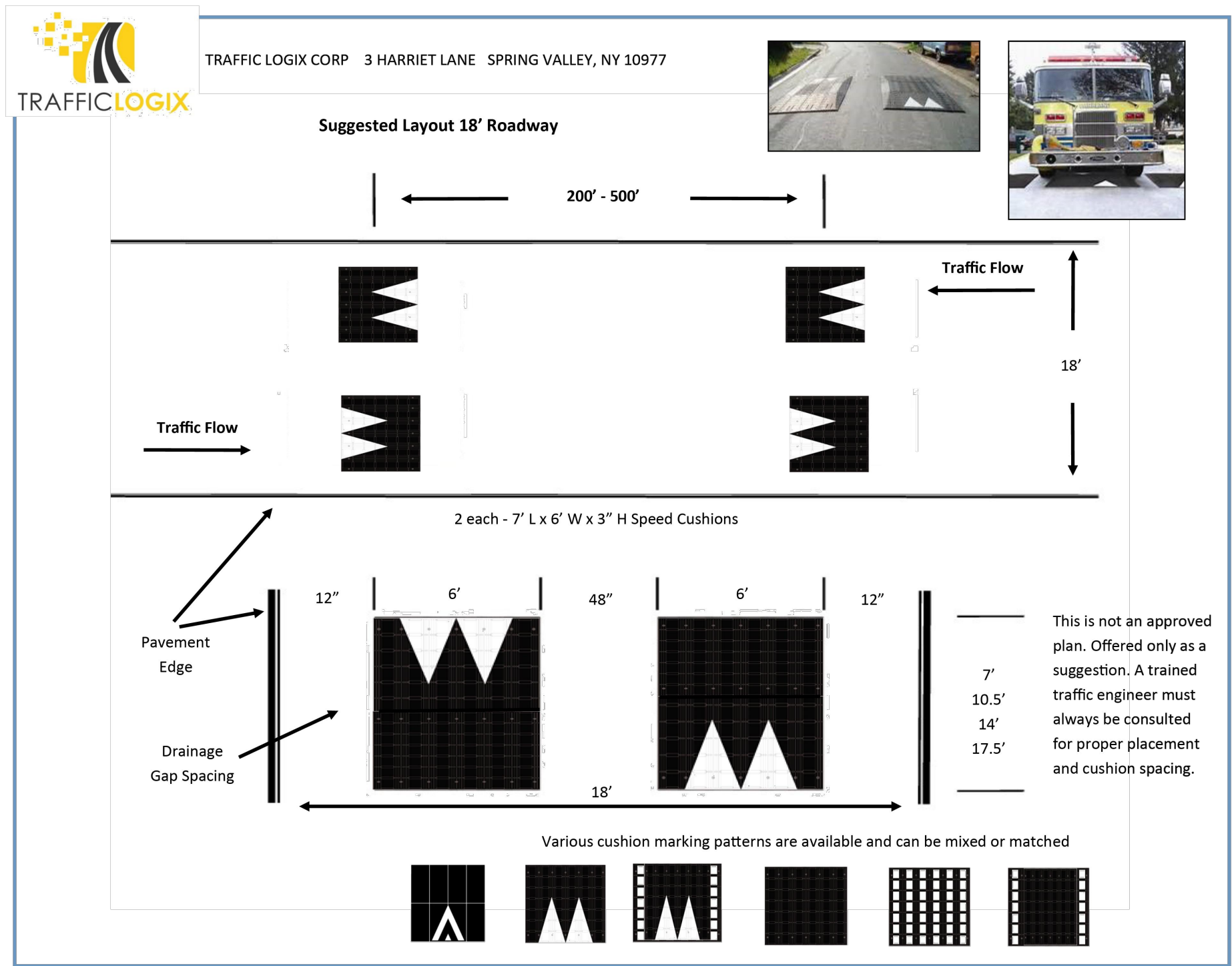
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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
SPEED CUSHION DETAIL SHT 1

JOB: 154-102  
DATE: 2024/07/17  
DRAWN: TN PM: MN  
DESIGN: DM:  
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION



**Speed Cushions TL Standard Cushion**

**General Description:** Speed Cushions of various dimensions may be constructed utilizing patented directional tongue and groove 18" x 42" interlocking rubber modules. This two directional tongue and groove interlocking module system provides additional connection between the modules and increases stability of the installed speed cushion. Each module is bolted to the road using six fusion coated rust resistant lag bolts through a plastic shield installed in the pavement.

Patented Interlocking tongue and groove module

**Standard Speed Cushion**

**SPECIFICATIONS**

**Dimensions of the tongue and groove modules:**  
Width: 18" (+/- 1/16")  
Length: 42" (+/- 1/8")  
Thickness: 3" (+/- 1/8")

**Dimensions of the Cushions are changeable by**  
Width: 18" increments  
Length: 42" increments

**Standard Dimensions of Speed Cushions**  
7' x 6' x 3" • 8 modules  
10.5' x 6' x 3" (Flat surface 72" x 42") • 12 modules  
14' x 6' x 3" (Flat surface 72" x 84") • 16 modules  
21' x 6' x 3" (Flat surface 72" x 126") • 20 modules  
Entrance and exit gradient: 1:15 (7%) Lip: .25"  
Side gradient: 1:3 (35%) Lip: .25"

**Physical properties:**  
**Material:** Compression molded 100% recycled synthetic and natural rubber composite  
**Tensile strength:** minimum 500 psi  
**Shore hardness:** minimum 70A  
**Specific gravity:** 1.1  
**Deformation Rate:** None; 100% recovery  
**Skid Resistance:** 89 (Dry)

**Markings:** All markings are embedded into the rubber during the manufacturing process and have reflective qualities.

**White Square Pattern**  
Yellow also available

6' W x 7' L x 3" H  
Part # SC-070603-W

6' W x 14' L x 3" H  
Part # SC-140603-W

6' W x 10.5' L x 3" H  
Part # SC-1050603-W

Not Shown  
6' W x 21' L x 3" H  
6' W x 14' L x 4" H  
6' W x 21' L x 4" H

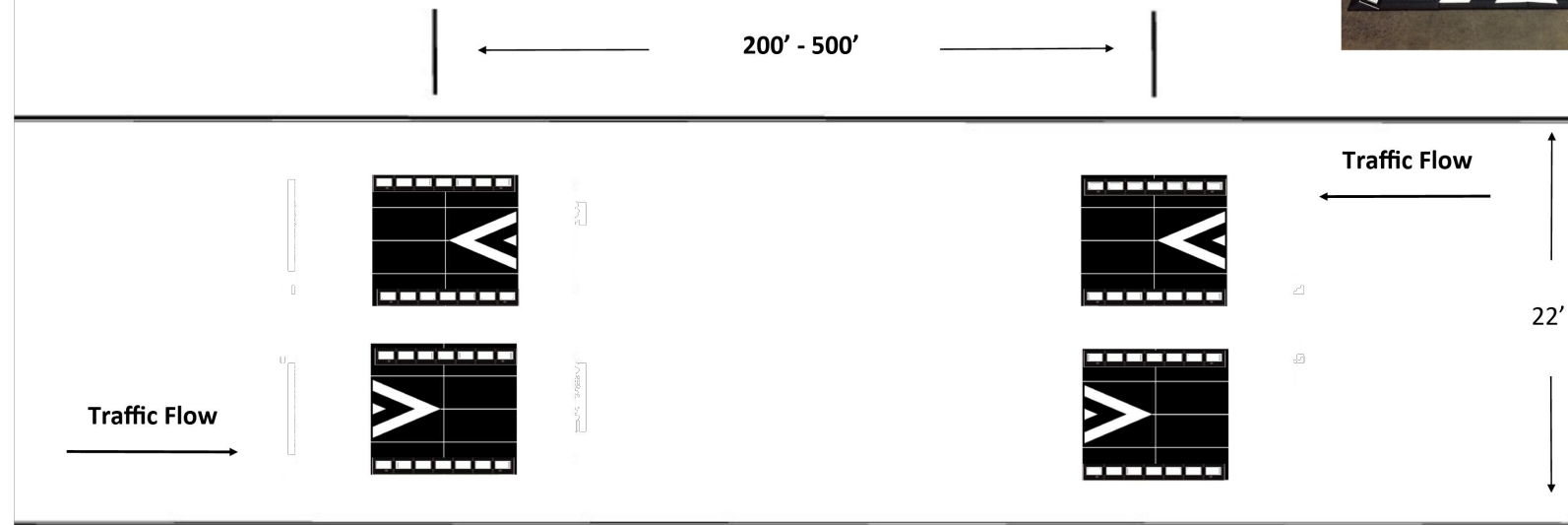
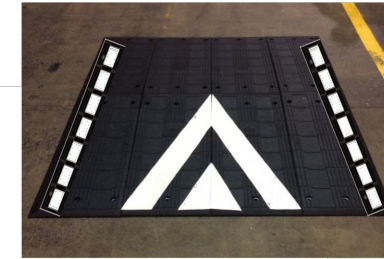
TRAFFIC LOGIX CORP 3 HARRIET LANE SPRING VALLEY, NY 10977 866.915.6449 www.trafficlogix.com



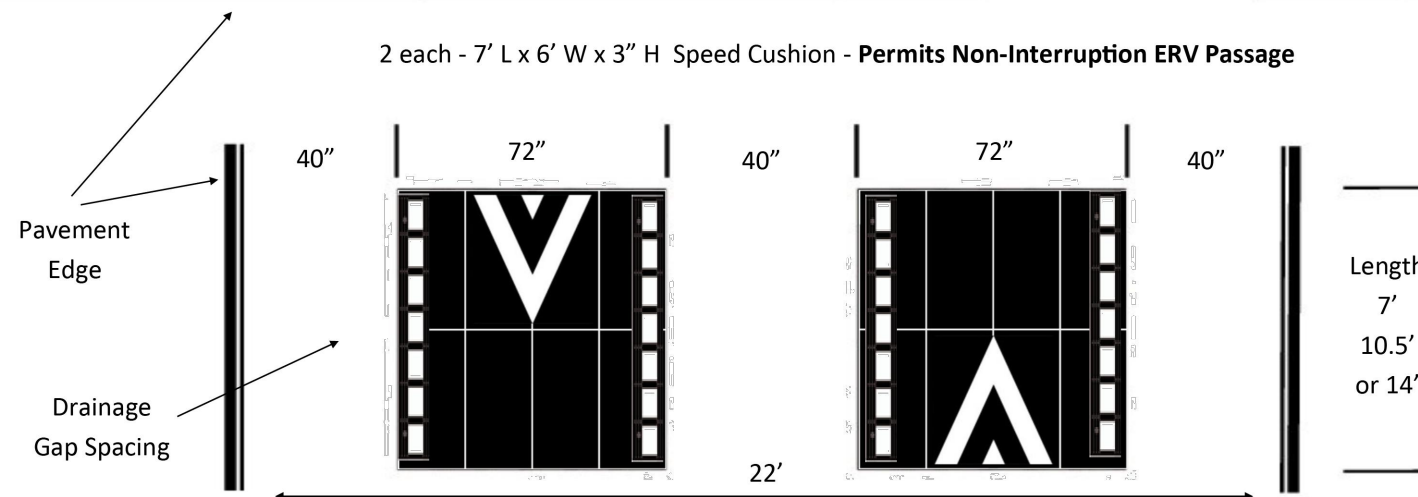
TRAFFIC LOGIX CORP 3 HARRIET LANE SPRING VALLEY, NY 10977

**Suggested Layout 22' Roadway**

**Modified MUTCD Pattern**

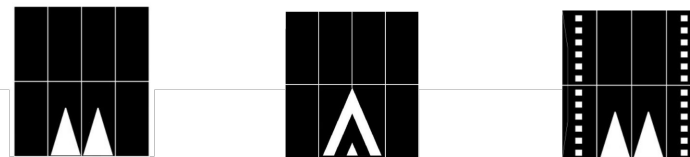


2 each - 7' L x 6' W x 3" H Speed Cushion - Permits Non-Interruption ERV Passage



This is not an approved plan. Offered only as a suggestion. A trained traffic engineer must always be consulted for proper placement and cushion spacing.

Various cushion marking patterns are available



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0322  
SPRING BRANCH, TX 76070

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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
SPEED CUSHION DETAIL SHT 2

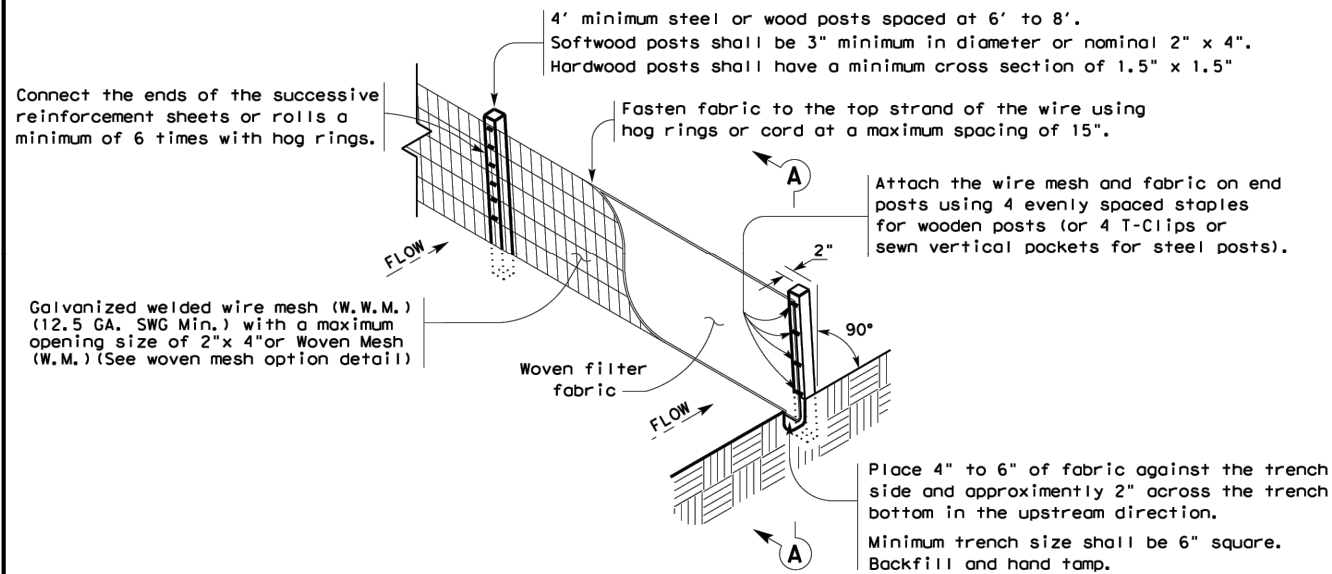
JOB: 154-102  
DATE: 2024/07/17  
DRAWN: TN PM: MN  
DESIGN: DM:  
PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:

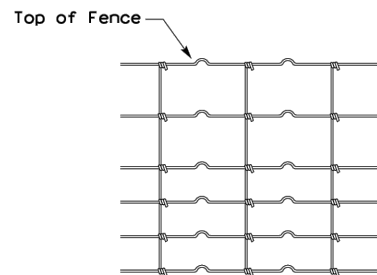
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DATE  
FILE



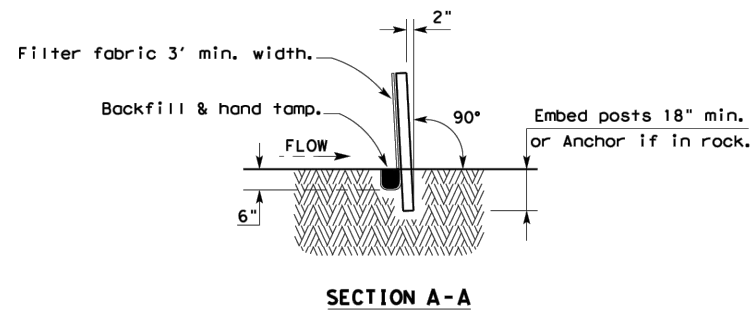
**TEMPORARY SEDIMENT CONTROL FENCE**

SCF



**HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL**

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.



**SEDIMENT CONTROL FENCE USAGE GUIDELINES**

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT<sup>2</sup>. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

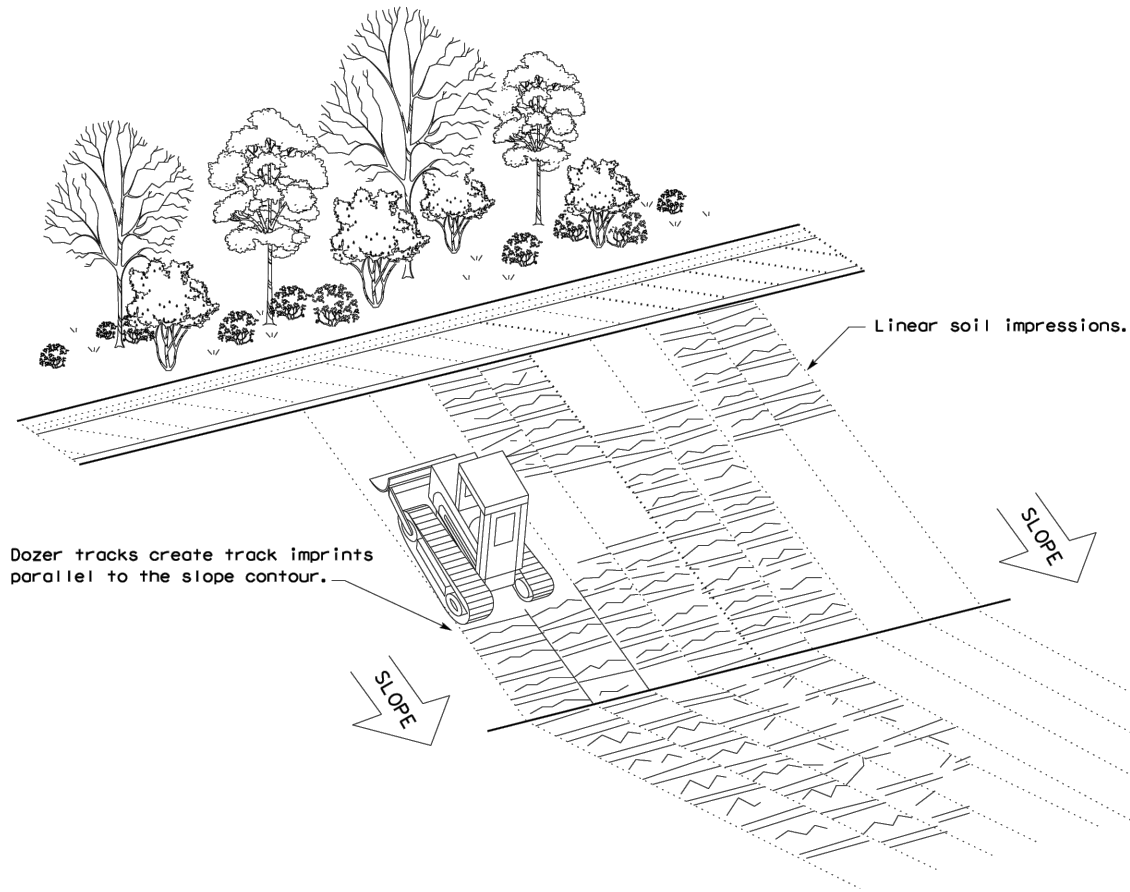
**LEGEND**

Sediment Control Fence

SCF

**GENERAL NOTES**

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



**VERTICAL TRACKING**



**TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING EC(1)-16**

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY	SHEET NO.	

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CITY OF WOODCREEK  
2024 SAFETY ENHANCEMENT PROGRAM  
EROSION CONTROL DETAIL

JOB: 154-102	
DATE: 2024/07/17	
DRAWN: TN	PM: MN
DESIGN: DM	
PEER: OTHER:	
REVISIONS:	
DELTA	DESCRIPTION

SHEET:



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0322  
SPRING BRANCH, TX 76070 TBE FIRM F-2104

<b>DATE:</b>	8/1/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Linnea Bailey, Council Member
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Appropriate Action To Request City Staff to Create An RFP For A Survey Along Brookhollow Drive To Determine The Exact Location of the City's Right-of-Way.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action

To Ask City Staff to Create An RFP For A Survey Along Brookhollow Drive To Determine The Exact Location of the City's Right-of-Way.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

Before recent engineering suggestions regarding placement of crosswalks are implemented, a land survey should be conducted on Brookhollow Drive to determine if all of Brookhollow Drive is centered on the Right-of-Way. A land survey will include location of utilities, general topography, land elevation information, and confirmation of easements or encroachments. There should be careful review to minimize the impact to homeowners, trees and utilities along the path of proposed walkways if alternate routes are available.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

That Council direct City Staff to create an RFP for a survey along Brookhollow Drive to determine the exact location of the City's right-of-way, not to exceed \$20,000 of the \$21,925 allocated to Walking Trails in the FY 2023-2024 City Budget.

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

---

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. Original Freeland Turk Map with three crosswalks
3. Freeland Turk Original Sketch plus foot traffic
4. Suggested Re-Route LB-V2

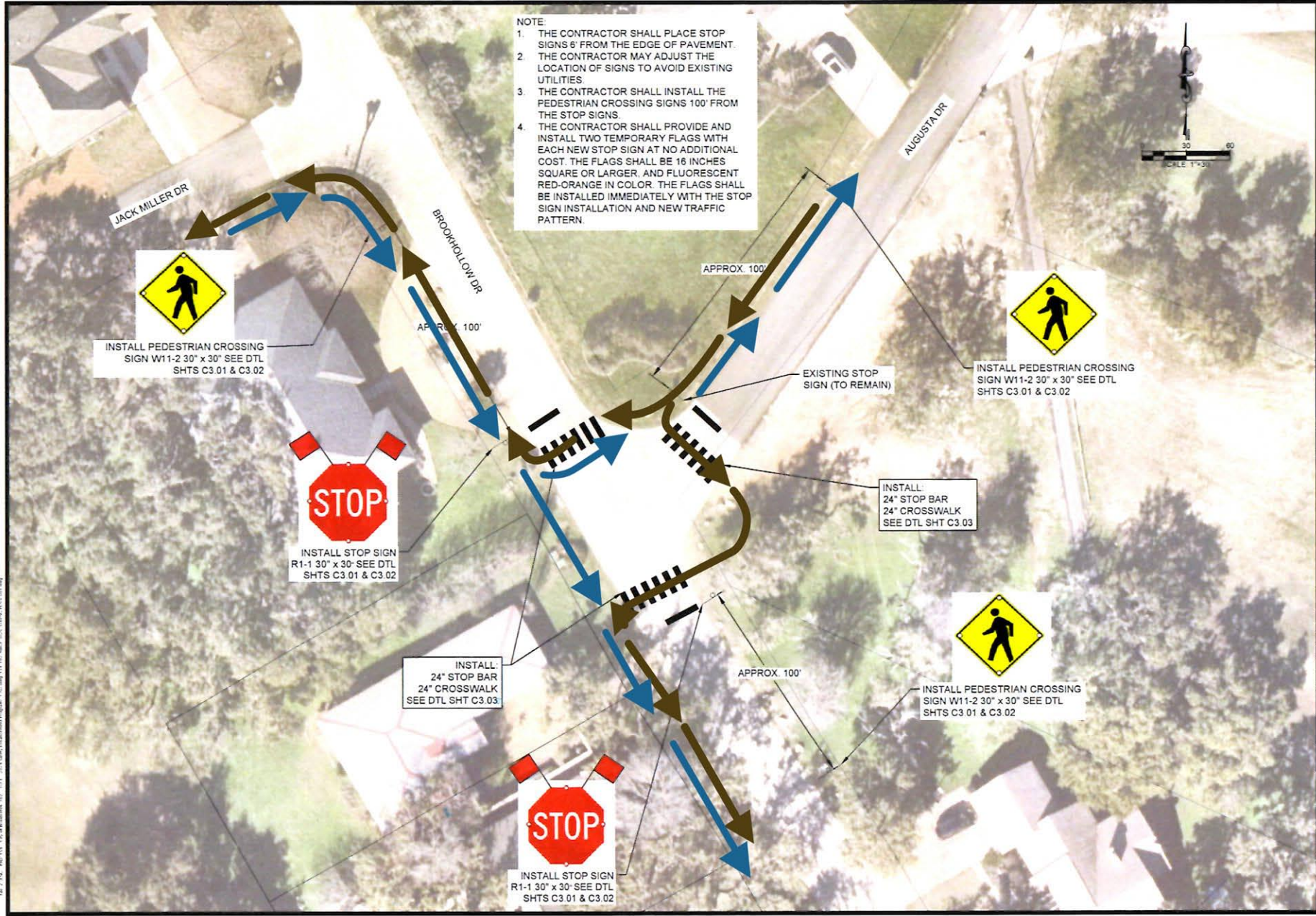
PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

---

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney







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**CITY OF WOODCREEK**  
**2024 SAFETY ENHANCEMENT PROGRAM**  
**SIGNAGE AND CROSSWALKS**

JOB	154-102
DATE	2024/01/17
DRAWN	TN ZM MN
DESIGN	DM
PEER	OTHER

REVISIONS	DATE	DESCRIPTION

**EXISTING SKETCH**



<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Suzanne Mac Kenzie, City Secretary
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Appropriate Action To Accept the Revisions Made to the 2024-2025 FY City of Woodcreek Proposed Annual Budget and Submitted to the City Secretary.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action

To Accept the Revisions Made to the 2024-2025 FY City of Woodcreek Proposed Annual Budget and Submitted to the City Secretary.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

City Council has held several Budget Workshops. The document was reviewed by the Municipal Administration Consultant. This is a formal acknowledgement of the submission of the Proposed Budget to the City Secretary.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

To Accept the Revisions Made to the 2024-2025 FY City of Woodcreek Proposed Annual Budget and Submitted to the City Secretary.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. 24-25 Proposed Budget to City Sec

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney



**CITY OF WOODCREEK**  
**PROPOSED**  
**ANNUAL OPERATING BUDGET**  
**Fiscal Year October 1, 2024 to September 30, 2025**

“This budget will raise more total property taxes than last year’s budget by an amount of **\$1,486.23**, which is a .05% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is **\$868.64**.”

Ordinance Number 24-\_\_\_\_\_ Approved \_\_\_\_\_, 2024

Mayor Pro Tem Debra Hines	Yes( )	No( )	Abstention( )
Council Member Linnea Bailey	Yes( )	No( )	Abstention( )
Council Member Chrys Grummert	Yes( )	No( )	Abstention( )
Council Member Bob Hambrick	Yes( )	No( )	Abstention( )
Council Member Krista Richardson	Yes( )	No( )	Abstention( )

	2023-2024	2024-2025
<b>Property Tax Rate</b>	<b>\$.2000 /\$100 of Valuation</b>	<b>\$.1795 /\$100 of Valuation</b>
No-New-Revenue Tax Rate	\$.1647 /\$100 of Valuation	\$.1790 /\$100 of Valuation
No-New-Revenue Maintenance & Operations Rate	\$.1649 /\$100 of Valuation	\$.0978 /\$100 of Valuation
Voter Approval Tax Rate	\$.2705 /\$100 of Valuation	\$.1824 /\$100 of Valuation
Debt Rate	\$.0977 /\$100 of Valuation	\$.0813 /\$100 of Valuation*

\*Estimated debt rate

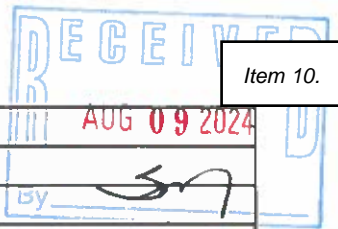
Total Amount of Debt Obligations for the City of Woodcreek, secured by property taxes: \$3,310,000

**CITY OF WOODCREEK 2024-2025 BUDGET PROPOSED**

0



	PROPOSED 2024-2025 BUDGET	23-24 ADOPTED BUDGET	Notes
<b>Ad Valorem Taxes (M&amp;O)</b>			
Ad Valorem Tax	365,212	365,000	
Ad Valorem Tax Delinquent	2000	2,000	
Ad Valorem-Penalty&Interest	1000	1,000	
<b>Total Ad Valorem Tax Revenue</b>	<b>368212</b>	<b>368,000</b>	
<b>Sales Taxes</b>			
Sales Taxes	93000	90,000	
Mixed Beverage Tax	2000	1,500	
<b>Total Sales Tax</b>	<b>95000</b>	<b>91,500</b>	
<b>Franchise Fee</b>			
Electric Franchise Fee Revenue	34000	34,000	
Cable Services Franchise Rev	35500	33,000	
Water Service Franchise Rev	76000	100,000	
Disposal Service Franchise Rev	27000	27,000	
Telephone Franchise Revenue	125	130	
Reimbursements	0		
<b>Total Franchise Fee</b>	<b>172625</b>	<b>194,130</b>	
<b>Development Revenue</b>			
Residential	0	0	
New Home Permits	1000	1,000	
New Home Inspections	3000	0	
Existing Home Inspections	5000	5,000	
Other Permits	0	0	
Residential Inspections	0	150	
Commercial	0	150	
Other Subdivisions/Plat/Re-Pl	10000	5,000	
<b>Total Development Revenue</b>	<b>19000</b>	<b>11,300</b>	
<b>Miscellaneous</b>			
Interest Income	90,000	70,000	
Other Revenue	5500	0	
Municipal Court Revenue	0	1,000	
Park Donations	2500		
<b>Total Miscellaneous</b>	<b>98000</b>	<b>71,000</b>	
<b>License &amp; Permits</b>			



Liquor License Revenue	1500	1,250	
Sign Fees	200	200	
Fence Permit	500	500	
Remodel/Addition Permit	700	150	
Deck Permit	150	150	
Shed/Greenhouse	500	500	
Variance	500	500	
Special Events	100	200	
Fireworks	150	150	
Solar Panel	150	150	
Other Permits	1500	1,000	
<b>Total License &amp; Permits</b>	<b>5950</b>	<b>4,750</b>	
<b>Total Revenue</b>	<b>758787</b>	<b>740,680</b>	
<b>Administration</b>			
<b>Personnel</b>			
Salaries and Wages	190,000	220,000	
Overtime Wages	0	1,000	
Health Insurance Stipend	20000	22,200	
Retirement	20000	21,000	
Workers Comp	1000	1,000	
Payroll Tax & Unemployment	350	30	
Payroll Tax FICA/OASOI	14000	17,000	
<b>Total Personnel</b>	<b>245350</b>	<b>282,230</b>	
<b>Office Expenses</b>			
Bank Fees & Charges	200	0	
Office Supplies	6000	6,000	
Office Equipment	4000	5,000	
City Hall Maintenance/Repair	15,000	8,000	adding in for basic remodel and update
Cleaning	3000	3,600	
Postage & Shipping	3000	4,000	
Printing & Reproduction	5000	5,000	
Printing Cost Newspaper	3000	2,000	
Software/Subscriptions	20000	24,000	
IT & Radio Expenses	10000	5,000	adding 1x purchase handheld radios
Website	4700	14,800	
FundView	15160	29,250	
<b>Total Supplies</b>	<b>89060</b>	<b>106,650</b>	
<b>Professional Services</b>			
Audit Expense	14000	14,000	
Codification	3000	3,000	

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 By

Item 10.

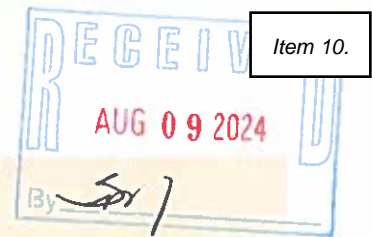
Arborist	18,000	8,000	includes arborist / oak wilt specialist
Comprehensive Plan Update	20,000	8,000	Previous budget item is not the comp plan
Legal - CODE UPDATE	30,000		
Engineering	30000	30,000	
Mapping	5000	0	
Engineering Reimbursable	10000	1,000	
Legal-General	40,000	30,000	
Legal-Litigation	5000	5,000	
Legal-Special Cases	4000	10,000	
Legal-Elected Body	10000	5,000	
Accounting	30,000	0	Includes forensic (In-depth) possibility, but quarterly reviews
Law Enforcement	17,000	17,000	
AD Valorem Tax	4000	4,000	
Inspections	8000	10,000	
Code Compliance	500	500	
Watershed Protection Plan	20,000	20,000	
<b>Total Contractual Services</b>	<b>268,500</b>	<b>165,500</b>	
<b>Area Care &amp; Maintenance</b>			
Deer Removal	1500	1,500	
Mowing	7000	6,000	
Oak Wilt Containment	30000	15,000	Increase this amount - pending Oak Wilt Specialist City consult
Greenspace Maintenance	3000	7,500	BEATUFICATION / make a note in the accounting
Landscape Maintenance	5000	7,500	Quit using "mow" budget code line and move here
Green Building Initiatives	0	5,000	
Parks And Playground	5000	5,000	
ROW Tree Trimming	10000	5,000	
Holiday Decorations	500	500	
Street Maintenance	5000	5,000	
Street Signs	1000	6,000	
Equipment Maintenance	2500	3,000	
Water Quality Testing CCWPP	1500	1,200	
<b>Total Area Care/Maintenance</b>	<b>72000</b>	<b>68,200</b>	
Miscellaneous	0		
Tree Limb Pickup	0	0	



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 By SM

Tree Board	3800	1,500	Increase to 3,000 to cover two annual events / 1250 for reusable items
Parks Board	4000	10,000	
Miscellaneous	0	45,000	
<b>Total Miscellaneous</b>	<b>7,800</b>	<b>56,500</b>	
<u>Other Operating Expenses</u>			
Dues/Memberships	1200	1,200	
Election Expense	2,300	2,300	
TML Dues	650	650	
Meeting Expense	2500	2,500	
Public Notice	5000	3,000	
Travel/Vehicle Expense	500	1,000	
Elected Official Travel	500	1,000	
Training/Devel 10-10-5308	4000	3,000	elected body
Training/Devel 10-10-5309	6000	6,000	staff
Training/Devel 10-10-5310	1200	1,200	advisory body
Training/Devel 10-10-5311	0	0	general
Community Relations 5312	9327	7,000	city organized events /not boards
Other Operating exp 5313	0		
Insurance Risk Pool	5800	5,800	
<b>Total Other Operating Expenses</b>	<b>38,977</b>	<b>34,650</b>	
<u>Utility Expenses</u>			
Electric - City Hall	1700	1,700	
Water - City Hall	0	1,500	will not be charged
Outdoor Utilities	1400	1,400	
Water - Outdoor	0	1,600	will not be charged
Internet/Phone	5000	6,200	
<b>Total Utility Expenses</b>	<b>8100</b>	<b>12,400</b>	
<u>Municipal Court</u>			
Judge	12000	6,000	
Misc Court Cost	9000	9,000	
Prosecutor	8000	8,000	
State Comptroller Costs	0	0	
<b>Total Court Cost</b>	<b>29000</b>	<b>23,000</b>	May need to increase budget
<b>Total Administrative Expense</b>	<b>758,787</b>	<b>749,130</b>	

**BUDGET BALANCE: 0**



**CAPITOL IMPROVEMENT PROJECTS**

**Revenue:**

POSAC	30000
Bond Funds	150000 (Deerfield)
Transfer from Reserves	185,000 IF NEEDED
Drainage Funds	427,000
Remaining Revenue (from above)	0
<b>TOTAL Revenue:</b>	<b>792,000</b>

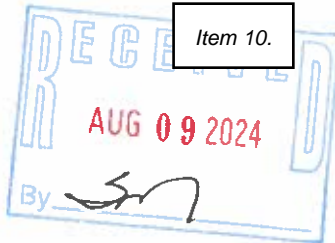
**NOTES:**

**Expenses:**

Deerfield	150000
City Hall renovation	15000
Bathroom at Creekside	35,000
Safety Enhancement Program	80,000
Rainwater Collection (city)	40,000
GRANT MATCHES	20,000
Drainage Planning	427,000
Walking Trails Study	25,000
<b>TOTAL Expenses:</b>	<b>792,000</b>

Radar signs,  
other signs,  
speed  
cushions,  
and more

**TOTAL RESERVES TRANSFER: 185,000 Capitol Improvements**



	LAST YEAR	Amount	Actual Adjusted Value	TOTAL 2023-2024 Ad Valorum Revenue Levy (minus value adjustment)	
	2023-2024	.2000 Debt Service: .0977 M&O: .1023	\$ 355,031,647.00	\$ 709,115.29	\$474,000 2023 taxable value lost

**Setting the Tax Rate for 2022 -2023**

Rate Type	Description	Total Rate	Total 2022 Certified Taxable Property Value	MINUS DEBT SERVICE, TAX REVENUE	
No New Revenue	Brings in the same total revenue as prior year	Total: .1790 Debt Service: .0813 M&O: .0978	\$ 372,041,303.00	\$363,383	NNR utilizes the certified taxable value minus new value of \$483,920 to calculate rate
Council Approved Rate	Brings in .05% more total revenue on total taxable value than 2023-2024	Total: .1795 Debt Service: .0813 M&O: .0983		\$ 365,240.91	
Voter Approval Rate	Includes a 3.5% increase on M&O portion	Total: .1824 Debt Service: .0813 M&O: .1012		\$ 376,016.07	

Tax Rate	Average Home Value*	Estimated Taxes Due 2023-2024	Increase/(Decrease) Projected
Last Year's Tax Rate: .2000	\$ 453,438.00	\$ 906.88	
No New Revenue:		\$ 811.65	\$ (95.23)
Council Approved Rate:		\$ 813.92	\$ (92.96)
Voter Approval Rate:		\$ 827.07	\$ (79.81)

\*Increases in home values may result in an increase in total taxes even though the rate is set lower than the previous year

**Mayoral, Staff or City Council Member  
 Agenda Item Submission**

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Suzanne Mac Kenzie, City Secretary
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Possible Action To Set A Date To Hold the Public Hearings For the Proposed Budget and the Proposed Tax Rate.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action

To Set A Date To Hold the Public Hearings For the Proposed Budget and the Proposed Tax Rate.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

Dates for Public Hearings must appear in a published newspaper (L.G.C. 102.0065 and Tax Code 26.06)

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

To Set A Date Of {SELECT A DATE} To Hold the Public Hearings For the Proposed Budget and the Proposed Tax Rate.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

## 40th Anniversary

Item	Company	For	Detail total	Notes
Flowers	Amazon	40th sign repair	\$43.99	50
Pens	Amsterdam Printing	Giveaways	\$289.95	263
Koozies	Vista Print	Giveaways	\$295.67	300
Cups	Vista Print	Giveaways	\$1,174.99	300
Bags	Vista Print	Giveaways	\$668.00	300
40th Shirts	Custom Ink	orderes extra for giveaways	\$1,162.34	37
Security	Danny CYJ will get back with cost to share	12:30 - 5:30	\$640 Estimate	TBD
Snow Cones	Wimberley Shave Ice	Set up and 30 Snow Cones	\$170.00	Additional will be \$4 each over 30 quoted
Banners	\$112.32 & \$121.59	Banners	\$234.22	2
PVC Pipe for Banner display	Jeff Rasco Reimbursement	Banner hanging	\$37.70	
40th Floral	Debra Hines Reimbursement	Flowers & Foam	\$224.95	
<b>Totals</b>			<b>\$4,301.81</b>	

**Donations**  
 Aqua Texas \$1000.00  
 TRB \$1000 Paid  
 Waste Connections \$500

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Chrys Grummert, Council Member
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Appropriate Action To update the City of Woodcreek Procurement Policy, Resolution 2024-08-14-01.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action  
 To update the City of Woodcreek Procurement Policy, Resolution 2024-08-14-01.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

This update of the Procurement Policy merges the current policy with the previous policy, and brings greater transparency to City spending.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*  
 That Council adopts the Resolution 2024-08-14-01 updating the Procurement Policy.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. Resolution 2024-08-14-01 Procurement Policy Update LEGAL.pdf
3. Content – Procurement Policy – LEGAL.pdf

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

**THE CITY OF WOODCREEK  
RESOLUTION NO. 2024-08-14-01**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODCREEK, TEXAS,  
UPDATING THE PROCUREMENT POLICY**

WHEREAS the City Council has reviewed the existing Procurement Policy and the newly proposed version on August 14, 2024; and

WHEREAS the City Council finds that revising and updating the Procurement Policy for compliance with applicable state and federal law is necessary from time to time; and

WHEREAS the City Council finds the maintenance of the financial policy to be in the public interest, and necessary for the efficient and effective administration of City business.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODCREEK, THAT:**

**I.**

The document entitled, “City of Woodcreek Procurement Policy” is hereby approved and adopted for purposes of conducting City business.

**II.**

The City Council finds that the “City of Woodcreek Procurement Policy” adopted July 12, 2023, is hereby repealed in its entirety. The City Council directs City Staff to implement the Procurement Policy adopted **August 14, 2024**, to the extent reasonably possible.

**III.**

The City Secretary is instructed to include a copy of this Resolution and Procurement Policy enacted by this Resolution, in and among the records of the City.

**IV.**

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

This Resolution shall be effective immediately upon adoption.

49 **PASSED, APPROVED AND RESOLVED, this the 14th day of August, 2024, by a vote of**  
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51 \_\_\_\_\_ **Yea** to \_\_\_\_\_ **Nay** to \_\_\_\_\_ **Abstentions** vote of the City Council of  
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*Jeff Rasco, Mayor*

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**ATTEST:**

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*Suzanne J. Mac Kenzie, City Secretary*

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**APPROVED AS TO FORM:**

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*City Attorney's Office*

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**City of Woodcreek, Texas**  
**PROCUREMENT POLICY**

**PURPOSE AND SCOPE**

The Purchasing Policy applies to the procurement activities of the City of Woodcreek. All procurement activities for the City shall be administered in accordance with the provisions of this policy, with the express intent to promote open, transparent and fair conduct in all aspects of the procurement process.

**1.0 OBJECTIVES**

- 1.01 The City of Woodcreek (sometimes “City”) is committed to providing quality public service through effective teamwork, public transparency, and fairness with vendors, in order to fulfill the purchasing needs of the City in a professional, responsive, and timely manner in compliance with all City policies and applicable federal, state, and local purchasing laws. The function of public purchasing brings the responsibility to obtain the best value for the tax dollar in a fair, efficient and equitable manner. To achieve this objective, the City of Woodcreek seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to contract with the City of Woodcreek can do so. This Procurement Policy (sometimes “Policy”) is intended to:
- a) Give all suppliers full, fair, prompt, and courteous consideration;
  - b) Encourage open and fair competition;
  - c) Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
  - d) Cooperate with suppliers and consider possible difficulties they may encounter; and
  - e) Observe strict truthfulness and highest ethics in all transactions and correspondence.
- 1.02 The City Administrator of the City of Woodcreek is responsible for ensuring that City officers and employees comply with federal, state and local statutes regulating municipal procurement in the City of Woodcreek—including competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole-source purchases. The City Administrator or any employee designated by the City Administrator or authorized by City ordinance (“Designee”) solicits all competitive procurements as may be required by law, evaluates or causes the evaluation of bids and proposals, and makes recommendations to the City Council for approval of awarding of City contracts.

**2.0 GOVERNING AUTHORITY**

The primary governing authority for the City of Woodcreek Purchasing Policy shall be the

applicable chapters of the Texas Local Government Code and the Texas Government Code, as well as applicable City Ordinances (as may be amended). All procurement activity in the City of Woodcreek shall be governed by this Policy, in accordance with all applicable state and local government codes.

### **3.0 ADMINISTRATOR PROCUREMENT AUTHORITY**

- 3.01 The authority of the City Administrator for the purchasing of goods and services, greater than \$1,500.00 but less than \$50,000 shall be governed by ordinance.

The City Administrator or Designee may approve expenditures that do not exceed \$1,500.00. Expenditures subject to this exception will be reported in the monthly check registers or other internal records, and regularly monitored by the Administrator and the Governing Body.

- 3.02 The City Administrator or Designee shall be included in all stages of procurement administration, through planning, ordering and receiving. The City Administrator or Designee oversees bids or other procurement methods; negotiates and executes contracts to deliver goods and services in a timely manner; and is responsible for ensuring compliance with State of Texas purchasing statutes and the City's purchasing policy.

### **4.0 GENERAL DUTIES OF CITY ADMINISTRATOR OR DESIGNEE**

- 4.01 Observe and enforce the policies and procedures outlined in the City of Woodcreek Internal Purchasing Controls;
- 4.02 Advise and assist the City Council in the formulation of policies and procedures connected with the purchasing activities of the City;
- 4.03 Investigate and analyze research done in the field of purchasing by other governmental agencies and by private industry, in an effort to keep abreast of current developments in the fields of purchasing, prices, market conditions and new products;
- 4.04 Coordinate, organize, and assist city officials and employees in the specification writing process to ensure that specifications are written concisely and are not written in an exclusive manner;
- 4.05 Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
- 4.06 Oversee the receipt, opening, and evaluation sealed competitive solicitations;
- 4.07 Prepare, or cause for the preparation, of recommendations for competitive solicitations for City Council approval;
- 4.08 Direct the combination of purchases of similar items whenever possible and practical, to allow for better pricing and establish a more competitive atmosphere;

**Commented [AB1]:** Would define this or specify how often--i.e. bimonthly? Biannually? And is this through a presentation to the city council by the City Administrator or finance department?

- 4.09 Oversee the disposal of surplus City property;
- 4.10 Conduct regular training sessions for employees involved in the purchasing process;
- 4.11 Ensure labor contractors provide proof of liability insurance, have the necessary professional licenses should there be any required and show proof of such, and provide for the compensation of all workers under their supervision. Work shall not begin, and no payment will be processed without all proper documentation on file with the City;
- 4.12 Ensure the City will not be exposed to liability for unpaid labor under a contractors' supervision during work or after final payment has been released to the contractor. It is the sole responsibility of contractors to carry worker's compensation, adequate liability insurance, and full compensation for work provided by their staff. The City shall require a document stating these provisions be signed by the contractor thus waiving their rights to claim otherwise;
- 4.13 Ensure that the initial payments to begin contract labor work shall not exceed two-thirds of the final total bill. The final payment will only be released upon completion of the work and will require an inspection from the supervising City Official with a satisfactory report; and
- 4.14 Coordinate with all contract employees but may delegate this duty to a subordinate without relegating their ultimate responsibility of project management including securing proper documentation in advance, final inspections, and the processing of all payments.

#### 5.0 COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall multiple requisitions be used to circumvent City Council approval or local and state procurement legal requirements.

There shall be no spending of restricted funds without prior approval from the City Council or otherwise in accordance with applicable law or policy requirements.

##### 5.01 Procedures for Purchases of \$4,999 or less

Purchases under \$5,000 may be made through a simplified requisitions process. Items not subject to this process include utility bills, lease payments, membership dues, employee reimbursements, travel fees, and fuel.

**Commented [CZ2]:** These look more like vendor payments and reimbursements, not procurements.

##### 5.02 Procedures for Purchases Of \$5,000 to \$50,000

All purchases \$5,000 or greater but less than \$50,000 must be processed in accordance with the following procedure:

- a) Purchases totaling \$5,000 to \$50,000 will require three or more quotes, when available. Two "no" quotes returned equal one quote for purposes of calculating this amount; and

- b) All quotations received must be provided in writing or by electronic mail from the vendor and available for review by the City Administrator or Designee, and the City Council.

#### 5.03 Historically Underutilized Businesses

Local Government Code Chapter 252 Competitive bidding in relation to Historically Underutilized Business (HUB) vendors, states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two HUB vendors, as defined by Chapter 252, on a rotating basis. If the list fails to identify a disadvantaged business in the county in which the City is situated, the City is exempt from this requirement.

#### 5.04 Purchases of more than \$50,000

Except as otherwise provided by applicable State law, procurement for item(s) whose aggregate total cost is more than \$50,000 must be processed as competitive solicitations pursuant to Chapter 252 of the Texas Local Government Code, including but not limited to local and state cooperative purchasing programs.

#### 5.05 Professional Services

Personal and professional services are exempt from the competitive bidding process and are procured through the solicitation of Request for Qualifications (RFQ). Texas Government Code Chapter 2254 shall be complied with when soliciting professional services as defined therein. The City Administrator will or will cause the gathering, preparation, presentation and submission of recommendations to the City Council regarding the technical and qualifications aspects of personal or professional services included in the RFQ documents, for City Council approval.

#### 5.06 Change Orders

Changes made to previously approved procurements must come back to council for their consideration and approval. Every attempt shall be made to limit change orders and to establish a final expected cost prior to finalizing written agreements or providing payments.

If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

### 6.0 CODE OF ETHICS

#### 6.01 By participating in the procurement process, City officers and employees of the City of Woodcreek agree to:

- a.) Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications;

- b.) Demonstrate loyalty to the City of Woodcreek by diligently following the lawful instructions of the City Council, using reasonable care, and only authority granted;
- c.) Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of the City of Woodcreek;
- d.) Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions;
- e.) Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for themselves or for family members , favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of Governmental duties;
- f.) Engage in no business with the City of Woodcreek, directly or indirectly, which is inconsistent with the conscientious performance of Governmental duties;
- g.) Handle confidential or proprietary information belonging to the City of Woodcreek or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations;
- h.) Never use any information gained confidentially in the performance of Governmental duties as a means of making private profit;
- i.) Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle;
- j.) Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions;
- k.) Expose corruption and fraud wherever discovered; and
- l.) Uphold these principles, ever conscious that public office is a public trust.

## **7.0 COMPLIANCE AND OTHER REQUIREMENTS**

- 7.01 Any authorized representative of The City of Woodcreek who spends funds on behalf of the City must follow the procedures outlined in this document.
- 7.02 Failure to follow these guidelines may be considered grounds for disciplinary action, including the termination of employment or contract without severance depending on the severity of the misconduct.
- 7.03 Certain actions are considered unlawful by State and Local code, while this document is a set of guidelines for City policy. Authorized representatives of the City of Woodcreek

are expected to always follow State and Local law in the expenditure and management of City funds.

- 7.03 As a municipal corporation, the City is exempt from paying sales tax. Authorized personnel making purchases on behalf of the City are required to notify vendors, stores, and the like and make them aware of this exemption by providing the proper exemption documentation.
- 7.04 Nothing in this Policy shall be construed as waiving or altering the mandates of State Law.
- 7.05 Verbal agreements will not be legally binding; a written contract or purchase agreement must be secured prior to the release of City funds.
- 7.06 W-9s must be obtained from all labor contractors prior to their start of work.

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Chrys Grummert, Council Member
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Appropriate Action To update the City of Woodcreek Fund Balance Policy, Resolution 2024-08-14-02.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action

To update the City of Woodcreek Fund Balance Policy, Resolution 2024-08-14-02.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

This update to the Fund Balance Policy goes hand in hand with the Procurement policy and also merges the current policy with the previous policy, and works to bring a greater transparency to City spending.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*

That Council adopts the Resolution 2024-08-14-02 updating the Fund Balance Policy

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. Resolution 2024-08-14-02 Fund Balance Policy Update LEGAL.pdf
3. Content – Fund Balance Policy – LEGAL.pdf

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

**THE CITY OF WOODCREEK  
RESOLUTION NO. 2024-08-14-02**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODCREEK, TEXAS,  
UPDATING THE FUND BALANCE POLICY**

WHEREAS the City Council has reviewed the existing Fund Balance Policy and the newly proposed version on August 14, 2024; and

WHEREAS fund balance requirements enable realistic long-term planning, assists in the development of annual budgets, requires the prudent use of resources, and assists in implementing sound fiscal management practices; and

WHEREAS the City Council finds the maintenance of the financial policy to be in the public interest, and necessary for the efficient and effective administration of City business.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODCREEK, THAT:**

**I.**

The document entitled, “City of Woodcreek Fund Balance Policy” is hereby approved and adopted for purposes of conducting City business.

**II.**

The City Council finds that the “City of Woodcreek Fund Balance Policy” adopted July 12, 2023, is hereby repealed in its entirety. The City Council directs City Staff to implement the Fund Balance Policy adopted on **August 14, 2024** to the extent reasonably possible.

**III.**

The City Secretary is instructed to include a copy of this Resolution and Fund Balance Policy enacted by this Resolution, in and among the records of the City.

**IV.**

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

This Resolution shall be effective immediately upon adoption.



49 PASSED, APPROVED AND RESOLVED, this the 14th day of August, 2024, by a vote of  
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51 \_\_\_\_\_ Yea to \_\_\_\_\_ Nay to \_\_\_\_\_ Abstentions vote of the City Council of  
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*Jeff Rasco, Mayor*

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**ATTEST:**

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*Suzanne J. Mac Kenzie, City Secretary*

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**APPROVED AS TO FORM:**

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*City Attorney's Office*

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# City of Woodcreek, Texas

## FUND BALANCE POLICY

### Purpose

The purpose of this policy is to establish a key element of the financial stability of the City by setting guidelines and parameters for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure that the City maintains an adequate fund balance in the City's general fund for the purposes of:

- Providing sufficient cash flow for daily operations
- Securing and maintaining a higher investment grade bond rating
- Offsetting significant economic declines or revenue shortfalls
- Providing funds to meet unforeseen emergency expenditures
- Demonstrating a commitment to long-term financial planning objectives

### General Financial Goals

- **General Fund:** maintain adequate funds to cover basic operating costs.
- **Reserves:** provide for unanticipated costs in the event of an emergency.
- **Grants:** research and pursue optional funding methods for all Capital Improvements Projects.
- **Debt:** seek to reduce and limit debt while simultaneously acknowledging that the City may need to pursue outside municipal funding options for some Capital Improvement Projects.
- **Investment:** pursue investments to generate additional revenue for the City as outlined in the City's Investment Policy.
- **Economic Development:** while increasing City revenue is a goal, it must be balanced with the greater public good and the expressed interests of the Citizens.
- **Accounting and Financial Reporting:** provide monthly and quarterly reports and financial updates to City Council.
- **Long-term Financial Planning:** shall include risk management, debt reduction, identification and funding of Capital Improvements Projects, and on-going contributions to investments and reserves.
- **Structurally Balanced Budget:** it is essential the City address over-spending and seek to maintain low operating costs given the limited revenues sources available.
- **Capital Improvement:** planning, budgeting, project management, and asset maintenance are essential considerations for the City when developing the annual budget.
- **Revenues:** the City shall seek revenue expansion but not to the detriment of the quality of life or loss of character of the City.

- **Expenditures:** it is the duty of the City ~~Manager~~ Administrator to report to the governing body on a range of issues surrounding allocation and expenditure of funds, debt management, personnel costs, project management, and the health of investments. It is essential that regular reports are given in order to maintain a balanced budget, and that excess spending be reduced and managed immediately.
- **Annual Budget:** the City's annual operating budget identifies clearly how City funds shall be expended by the City Council throughout the fiscal year.
- **Transparency:** the City will ~~strive to~~ be transparent and provide regular monthly communications on the finances of the City and its operation to the Citizens of Woodcreek. The annual adopted budget and the monthly check registry shall be posted on the city website.

#### Definitions

- **Fund Equity** – A fund's equity is generally the difference between its assets and its liabilities.
- **Fund Balance** – The fund equity of a governmental fund is required to be split into the following categories for reporting purposes:
  - **Non-Spendable Fund Balance** – includes amounts that are not in spendable form or are legally or contractually required to be maintained intact.
  - **Restricted Fund Balance** – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation.
  - **Committed Fund Balance** – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority, that being the City Council. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
  - **Assigned Fund Balance** – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body of by an official or body to which the governing body delegates the authority. The City Council shall express specific intent by a formal motion and vote to assign funds of the budget. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
  - **Unassigned Fund Balance** – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose that City Council decides by formal action and vote.

**Commented [1]:** Is this meaning 'city council' or does this require the larger meaning that the word 'government' means?

**Commented [2]:** Is this the best way for this to happen? We've had an issue with some 'interpretations of council's intent'

#### Policy

##### **Committed Fund Balance**

The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the City's Council meeting.

### **Assigned Fund Balance**

The City Council ~~has authorized the City Manager as the official authorized to assign~~ the fund balance to a specific purpose by a formal action and vote as approved by this Fund Balance Policy.

### **Unassigned Fund Balance**

It is the goal of the City to achieve and maintain an unassigned fund balance in the general fund of six (6) months of general fund operating expenditures, exclusive of capital outlay and debt services expenditures. The City considers a balance of less than six (6) months to be cause for concern, barring unusual or deliberate circumstances.

The computation of the required fund balance will occur once a year, as follows:

- The computation will occur after the audit is presented to City Council. The fund balance as of September 30 of the audit year will be compared to the budgeted operating general fund expenditures for the fiscal year following the audit.

The Council may appropriate Unassigned Fund Balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum.

If Unassigned Fund Balance falls below the goal or has a deficiency, the City will implement a plan to replenish the fund within one year or as soon as economic and budgetary conditions allow. The following budget strategies may be considered for implementation until fund balance has been replenished to an acceptable level:

- Reduction of expenditures to minimum levels, including, but not limited to:
  - Reduction in discretionary spending such as travel and training.
  - Implementation of a hiring freeze for non-essential positions
- Increase revenues or pursue other funding sources.
- Use operating surpluses available in other funds.
- Designate a fixed amount or a percent of operating expenditures in the next budget.
- Any combination of the above strategies or others presented for consideration by staff or City Council

Should unassigned fund balance of the general fund exceed the six (6) month level, the City will consider using such fund balance surpluses for one-time expenditures that are nonrecurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.

### **Order of Expenditure of Funds**

When multiple categories of fund balance are available for expenditure, the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

**Monitoring and Reporting**

The City ~~Manager~~ Administrator will be responsible for monitoring and reporting on the City's general fund balance. The City ~~Manager~~ Administrator is directed to make recommendations to the Council on the use of general fund balance surpluses both as an element of the annual operating budget submission process and in the annual audit and financial statement preparation process.

DRAFT

**Mayoral, Staff or City Council Member  
 Agenda Item Submission**

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Chrys Grummert, Council Member
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Appropriate Action On edits to Ordinance Chapter 30.15 Municipal Manager/Administrator.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action  
 On edits to Ordinance Chapter 30.15 Municipal Manager/Administrator.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):  
 These edits to Ordinance Chapter 30.15 Municipal Manager/Administrator work to better align with State Code and clarify duties and responsibilities of the position.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*  
 That Council accepts the edits to Ordinance Chapter 30.15 Municipal Manager/Administrator as presented.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. AMEND\_30.15\_\_MUNICIPAL\_MANAGER\_ADMINISTRATOR.pdf

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

1 **§ 30.15 MUNICIPAL MANAGER/ADMINISTRATOR.**

2  
3 **30.15.01 Purpose**

4 This chapter is adopted so that the City Council may promote the public health, safety, morals, and  
5 general welfare within the city through the effective and efficient administration of city activities. The purpose of  
6 this chapter is to provide for and create within the municipal organization the position of office of City  
7 Administrator. These rules and regulations are designed to establish qualifications for individuals serving in this  
8 capacity and set out the scope of the City Administrator's duties and authority.

9  
10 **30.15.02 Definitions**

11 For the purpose of this chapter, the following definitions shall apply, unless the context clearly indicates  
12 or requires a different meaning:

13 Administrator. The employee serving in the capacity of the city administrator of this city.

14 Council. The governing body (such as city council) of this city as defined by V.T.C.A., Local Government  
15 Code, § 22.031(b) and chapter 30.13 of this code.

16  
17 **30.15.03 Office established**

18 ~~(A) Office of Municipal Manager/Administrator. The Office of Municipal Manager/Administrator is created and~~  
19 ~~shall receive such compensation as may be fixed by the Council.~~

20 (A) The office of City Administrator is hereby created.

21 (B) The Administrator shall be appointed by majority vote of the City Council for an indefinite term. The  
22 Administrator shall serve at the will of the City Council. The Administrator shall be chosen by the City Council  
23 on the basis of executive and administrative qualifications with special reference to actual experience in or  
24 knowledge of accepted practices in respect to the duties of the office hereinafter set forth.

25 (C) The City Council may remove the Administrator at any time by a majority vote of its members with or  
26 without cause.

27 (D) The Administrator shall receive compensation as the Council shall fix from time to time.

28 (E) The City Council hereby reserves unto the Mayor and Council all the authority and powers of the city not  
29 clearly delegated to the Administrator.

30 (F) Except to the extent specifically authorized by state law, the Administrator shall never have any authority to  
31 take any action whatsoever to overturn, offset, defeat, veto, or nullify any action by or vote of the Mayor or  
32 Council.

33 (G) The Administrator must reside within the city limits or have a 20-minute response time in cases of  
34 emergency within the city that require the administrator's physical presence.

35  
36 ~~(B)~~ **30.15.04 Powers and Duties of Municipal Manager/Administrator.**

37 ~~(1) The Municipal Manager/Administrator, who shall be referred to as the City Manager, shall be the Chief~~  
38 ~~Administrative Officer of Woodcreek and shall be responsible to the governing body for the proper~~  
39 ~~administration of the affairs of the city Woodcreek not otherwise delegated to other Officers. To that end,~~

the City Manager Administrator shall have the authority, duty and responsibility as required to carry out the following responsibilities and any others that may be assigned by the governing body, from time to time.

**(A) General administration.**

The Administrator shall:

- (1) Perform administrative tasks required to maintain control of the functions of the city;
- (2) Act as a focal point for the distribution of information, written or oral, to applicable staff;
- (3) Prepare reports to the public;
- (4) Track the motions of council actions and track the process of those actions. Notify council of any action that has taken longer to process than council has attached to the action or is reasonably expected;
- (5) Maintain and implement an annual calendar that contains the reoccurring events, deadlines and notices of the city
- (6) Coordinate with the City Secretary and oversee elections;
- (7) Manage and oversee the City's website;
- (8) Interpret administrative policies and instructions;
- (9) Prepare routine and executive correspondence for the city;
- (10) Investigate and analyze city hall office activities;
- (11) Implement and revise city hall office organization and procedures; if such procedures would impact the governing body they must first be approved by council;
- (12) Provide the governing body with pertinent information regarding the administration of all City departments and City activities, and make recommendations to the City Council for the administration and management of the City;
- (13) Serve as a liaison between vendors and Council; and
- (14) Perform varied tasks and other duties as assigned by the mayor or council.

**(B) Policy development and enforcement.**

The Administrator shall:

- (1) Assist the Mayor and Council in the development of municipal policies and regulations;
- (2) Recommend to the Mayor and Council the adoption of measures as may be deemed necessary or expedient for the health, safety, or welfare of the city and for the improvement of municipal services;
- (3) Prepare policy and procedural proposals for review and adoption by the council;



- 77           (4) Review operations franchised by the city to ensure that obligations are met;  
78           (5) Conduct assigned research on topics of interest to the mayor and council;  
79           (6) Ensure that all applicable laws and ordinances are enforced; Coordinate with the city attorney  
80           the investigation and enforcement of violations of municipal ordinances, rules, policies, and  
81           procedures;  
82           (7) Work with the governing body to develop and implement short- and long-range plans for the  
83           City's growth, including strategic and comprehensive plans; and  
84           (8) Negotiate contracts and other agreements with outside agencies as requested by the Mayor or  
85           Council. Final execution of such contracts or agreements must be council directed or approved.

86  
87

88 **(C) Fiscal operations.**

89 **The administrator shall:**

90

- 91           (1) Provide administrative direction and supervision to the municipal financial activities, including  
92           cash management, bank relations, purchasing, and debt management;  
93           (2) Ensure that a system of financial checks and balances is in place and is rigorously upheld to  
94           include, as a minimum, the segregation of duties as directed and approved by City Council;  
95           (3) Prepare and submit to the governing body as of the end of the fiscal year a complete report on  
96           the finances and administrative activities of the City for the preceding year;  
97           (4) Assist the budget officer (Mayor) with preparation of operating and capital budget proposals for  
98           review and adoption by the council; assist the City Council with respect to its consideration of  
99           said ~~the proposed~~ budget including communicating the important features of said budget; and  
100           assure the proper administration of the budget;  
101           (5) Monitor and control execution of the budget during the year and advise the council concerning  
102           the financial status of the city; report monthly, the purchases and the check registry to Council,  
103           as part of regular City Council meetings; report to the governing body in a timely fashion as  
104           specific issues arise, as part of regular City Council meetings;  
105           (6) Direct investment activities for all city funds under the policies and procedures set by the council;  
106           (7) Work with City Council to ensure an annual audit is completed as required;  
107           (8) Review the results of audits, ensure adequate corrective actions are initiated, and report the  
108           status to the mayor and council;  
109           (9) Serve as purchasing agent in accordance with the council approved Procurement Policy and  
110           direct these activities of the city;  
111           (10) Analyze contract proposals, prepare formal bids, and coordinate bid awards with the city council;  
112           (11) Direct and supervise the contract accountant in the maintenance of a control accounting system  
113           (modified accrual) to include account adjustments at the end of a fiscal year;  
114           (12) Ensure new construction and properties are reflected on city tax rolls;  
115           (13) Supervise the annual inventory of fixed assets;

- 116 (14) Supervise creation of grant proposals and oversight of grant administration, as needed;
- 117 (15) Recommend to council economic development plans and tax abatement programs to promote
- 118 economic development; and
- 119 (16) Oversee the maintenance, repair, and replacement of city equipment, supplies, and
- 120 technological assets.
- 121 (k) Prepare, review and submit to the governing body prior to the beginning of each fiscal year a
- 122 budget for proposed expenditures for the ensuing year together with a message describing the
- 123 important features of said budget; assist the City Council with respect to its consideration of said
- 124 budget; and assure the proper administration of the budget after its adoption;
- 125 (l) Prepare and submit to the governing body as of the end of the fiscal year a complete report on
- 126 the finances and administrative activities of the City for the preceding year.
- 127 (m) Report to the governing body in a timely fashion as specific issues arise, as part of regular City
- 128 Council meetings, on the financial condition and needs of the City; provide timely information
- 129 and assistance to City Council, as requested by the City Council; and work with City Council to
- 130 ensure an annual audit is completed as required.
- 131 (D) Personnel.
- 132 The administrator shall:
- 133
- 134 (1) Establish and maintain effective working relationships with the governing body, municipal
- 135 officers, and municipal employees;
- 136 (2) Prepare job descriptions for approval by the City Council;
- 137 (3) Delegate duties to the officers and employees of the City; supervise the day-to-day operations
- 138 (including supervising and inspecting the conduct of all subordinate officers, employees and
- 139 causing all negligence, carelessness and violations of duty by the employees and officers to be
- 140 given appropriate consideration), functions and programs of the City; and make
- 141 recommendations to the governing body on any and all personnel, performance, administration,
- 142 programs, projects, management, financial and general governance issues;
- 143 (4) Perform supervisory functions over city employees, including making recommendations
- 144 regarding changes in employee status, including but not limited to hiring, firing, promoting,
- 145 reprimanding, reassigning, and compensating. The administrator shall evaluate city employees on
- 146 a regular basis. All final actions of the administrator are subject to review and possible reversal or
- 147 modification by the council;
- 148 (5) Manage employee benefits programs, including insurance and compensation plans;
- 149 (6) Ensure that state and federal reporting requirements are satisfied;
- 150 (7) Recommend to the mayor and council policies for the effective and efficient management of the
- 151 city's human resources; and
- 152 (8) Coordinate with the city attorney periodic evaluations of city policies and practices in regards to
- 153 compliance with state and federal laws regarding discrimination and harassment.
- 154 (e) Prepare job descriptions for approval by the City Council; delegate duties to the officers and
- 155 employees of the City; supervise the day to day operations (including supervising and inspecting
- 156 the conduct of all subordinate officers employees and causing all negligence, carelessness and
- 157 violations of duty by the employees and officers to be given appropriate consideration);

158 functions and programs of the City; and make recommendations to the governing body on any  
 159 and all personnel, performance, administration, programs, projects, management, financial and  
 160 general governance issues;

161

162 **(E) Intergovernmental relations.**

163 The administrator shall:

- 164 (1) Coordinate the mayor and council's participation in inter-agency meetings and activities; and  
 165 (2) Maintain communications with representatives of the state, the county, and neighboring local  
 166 governments.

167

168 **(F) Public relations.**

169 The administrator shall:

- 170 (1) Provide scheduling assistance and coordination for the mayor and council's attendance at  
 171 community meetings and participation in civic events;  
 172 (2) Disseminate information to the public and media organizations regarding municipal activities;  
 173 and  
 174 (3) Address inquiries from the public on subjects regarding municipal operations.

175

176 **(G) Boards and commissions.**

177 The administrator shall:

- 178 (1) Provide clerical and administrative support to the city's advisory boards, commissions, and  
 179 committees, to the extent authorized by Council; and  
 180 (2) Maintain a schedule of advisory board, commission, and committee appointments and  
 181 coordinate the process for council's consideration of candidates for the boards, commissions,  
 182 and committees.

183

184 **(H) Land use and development.**

185 The administrator shall:

186

- 187 (1) ~~Assist the City Secretary~~ Supervise staff with planning, zoning and permitting;  
 188 (2) Provide customer service assistance to those applicants (property owners, developers,  
 189 contractors, agents, and the like) seeking land use or development authorization from the city;  
 190 (3) Assist applicants in the modification of plans to achieve conformance to building, subdivision,  
 191 zoning, and other applicable ordinances;  
 192 (4) Participate in staff review of plans and specifications of buildings and subdivision plans, prior to  
 193 their recommendation of approval or disapproval to the council; and  
 194 (5) Prepare and present staff recommendations on applicable subjects to the planning and zoning  
 195 commission, the Board of Adjustment and Council.

196

197

198 **(I) Council activities.**199 **The administrator shall:**200 ~~(j) Attend all meetings of the City Council.~~201 (1) Coordinate the calling of city council meetings as directed by the mayor or council, including the  
202 preparation and distribution of background material and posting of proper public notification of  
203 the meetings;204 (2) Assist the mayor in compiling item submissions for the agendas of council meetings and  
205 workshops; administer the requirements of the Texas Open Meetings Act as it pertains to the  
206 council agenda; and administer the policies and procedures set by council regarding their  
207 agenda;208 (3) Attend all meetings and workshops of the council unless excused therefrom. While the  
209 administrator may, at the council's discretion, be entitled to take part in the discussion of  
210 matters coming before the council, the administrator does not have a vote therein. The  
211 administrator shall be advised of all regular and special meetings of the council;212 (4) Keep the mayor and council informed of items of interest to the governing body;213 (5) Coordinate with the city attorney the preparation of draft ordinances, resolutions, and policy  
214 materials for consideration and possible adoption by the council;215 (6) Maintain a schedule of the mayor and council's official gatherings; and216 (7) Coordinate the mayor and council's participation in educational events and seminars.

217

218 **30.15.05 Code of Conduct: conflict of interest; bond**219 ~~(E) \_\_\_\_\_ Bond. The Municipal Manager/Administrator as the Municipal Treasurer shall be bonded as~~  
220 ~~required by Section 30.15(B)(3), and also as required by the law.~~221 ~~shall be bonded in an amount determined by the City Council which bond shall be conditioned upon the good and~~  
222 ~~faithful performance of the authorities and performances of the office and position of City~~  
223 ~~Manager. The premium of the bond shall be paid by the City.~~224 **(A) Conduct**225 **The administrator shall:**226 (1) Conduct themselves with the utmost courtesy because, as the city's representative, the administrator's  
227 work involves daily contact with the public requiring the use of tact and diplomacy; and228 (2) Exercise good conflict resolution and management skills in all areas of city business

229

230 **(B) Conflict of interest**231 **The administrator shall:**232 (1) Disclose all financial interests in pending municipal matters subject to city action.

233 For the purpose of this section, the following definition shall apply, unless the context clearly indicates or  
 234 requires a different meaning:

235 Financial interest. The administrator has a financial interest in a matter if the administrator, or those related  
 236 to them within the first degree, at the time when the city takes up the matter:

237 (a) Owns ten percent or more of the voting shares of the business;

238 (b) Owns either ten percent or more, or \$15,000.00 or more, of the fair market value of the business;

239 (c) Receives more than ten percent of the person's gross income from the business; or

240 (d) Has an equitable interest in real property with a fair market value of \$2,500.00 or more.

241 If the administrator has a financial interest in a matter, they must:

242 (a) File an affidavit stating the nature and extent of that interest with the city secretary; and

243 (b) Abstain from further participation in the matter.

244

245 **(C) Bond**

246 The administrator shall:

247 (1) furnish a surety bond to be approved by the City Council, the bond to be conditioned on the faithful  
 248 performance of their duties. The premium of the bond shall be paid by the city.

249 ~~(d) Complete all tasks generally assigned to the City Manager and working closely with City staff to~~  
 250 ~~develop, present, implement, administer and coordinate all of the following: (a) coordinate with~~  
 251 ~~the City Secretary and oversee elections; (b) serve as a liaison between vendors and Council; (d)~~  
 252 ~~assist the City Secretary with planning, zoning and permitting; (e) manage and oversee the City's~~  
 253 ~~website.~~

254 ~~(f) Direct, coordinate and provide oversight over all departments, programs and projects of the City;~~

255 ~~(g) Ensure that all applicable laws and ordinances are enforced;~~

256 ~~(h) Ensure that a system of financial checks and balances is in place and is rigorously upheld to~~  
 257 ~~include, as a minimum, the segregation of duties as directed and approved by City Council;~~

258 ~~(i) Supervise programs and projects, issue permits and perform other duties as assigned by the~~  
 259 ~~governing body.~~

260 ~~(j) Attend all meetings of the City Council.~~

261

262 ~~(3) The City Manager/Administrator shall have such further authority, duties and responsibilities as~~  
 263 ~~reasonably implied from the terms of this section and as heretofore or hereafter provided by the City~~  
 264 ~~Council; and shall be bonded in an amount determined by the City Council which bond shall be~~  
 265 ~~conditioned upon the good and faithful performance of the authorities and performances of the office~~  
 266 ~~and position of City Manager. The premium of the bond shall be paid by the City.~~

267 **30.15.06 (C) *Municipal Manager/Administrator to Serve as Municipal Treasurer.***

268 **(A) *The Office of Municipal Treasurer is created.*** The Municipal Manager/Administrator shall also serve as the  
 269 Municipal Treasurer.

270 **(B) *Powers and Duties of Municipal Manager/Administrator as Municipal Treasurer.***

- 271 (1) ~~The Municipal Manager/Administrator~~ as the Municipal Treasurer shall:  
 272 (a) receive and securely keep all money belonging to the municipality;  
 273 (b) make all payments on the order of the Mayor, attested by the secretary of the municipality under  
 274 the seal of the municipality;  
 275 (c) not pay an order unless the face of the order shows that the governing body directed the issuance  
 276 of the order and shows the purpose for which it is issued;  
 277 (d) render to the governing body a full statement of the receipts and payments which must be  
 278 rendered at the governing body's first regular meeting in every quarter and at other times as required  
 279 by the governing body; and  
 280 (e) shall perform other acts and duties as the governing body requires.  
 281 (2) **Bond.** ~~The Municipal Manager/Administrator~~ as the Municipal Treasurer shall be bonded as required  
 282 by Section 30.15(B)(3), and also as required by the law.

283

284 THE FOLLOWING HIGHLIGHTED SECTION WAS MOVED TO THE CITY SECRETARY ORDINANCE (30.16)

- 285 (2) The Municipal Manager/Administrator as the Municipal Treasurer will also perform the following  
 286 duties which are statutorily given to the Municipal Secretary: (for reference. Local government code  
 287 Sec. 22.073)  
 288 (a) Serve as the general accountant of the municipality and shall keep regular accounts of the  
 289 municipal receipts and disbursements. The Secretary shall keep each cause of receipt and  
 290 disbursement separately and under proper headings. The Secretary shall also keep separate  
 291 accounts with each person, including each officer, who has monetary transactions with the  
 292 municipality. The Secretary shall credit accounts allowed by proper authority and shall specify the  
 293 particular transaction to which each entry applies. The Secretary shall keep records of the  
 294 accounts and other information covered by this subsection.  
 295 (b) Keep a register of bonds and bills issued by the municipality and all evidence of debt due and  
 296 payable to the municipality, noting the relevant particulars and facts as they occur.

297

298

299

**Mayoral, Staff or City Council Member  
 Agenda Item Submission**

<b>DATE:</b>	8/5/2024
<b>TO:</b>	City of Woodcreek City Council Members
<b>FROM:</b>	Chrys Grummert, Council Member
<b>TITLE / SUBJECT of REQUESTED AGENDA ITEM:</b> <i>(Re-Typed From Below)</i>	Discuss and Take Appropriate Action On edits to Ordinance Chapter 30.16 Municipal Secretary.

**TITLE / SUBJECT of REQUESTED AGENDA ITEM:**

Discuss and Take Appropriate Action  
 On edits to Ordinance Chapter 30.16 Municipal Secretary.

**BRIEF SUMMARY / BACKGROUND of REQUESTED AGENDA ITEM:** (3-4 sentences, max):

These edits to Ordinance Chapter 30.16 Municipal Secretary work to better align with State Code and clarify duties and responsibilities of the position.

**STATE YOUR INTENDED MOTION:**

"I move..... *(Copy Text From First Table Field)*  
 That Council accepts the edits to Ordinance Chapter 30.16 Municipal Secretary as presented.

**FISCAL IMPACT:**

N / A

**LIST ATTACHMENTS:** (In the Order that you want them under your Agenda Item)

1. Cover
2. Texas loc Gov Code CH 22 City Sec.pdf
3. AMEND\_30.16 \_\_MUNICIPAL\_SECRETARY.pdf

PREPARED BY: Suzanne J. Mac Kenzie, City Secretary

Reviewed by: City Manager, Mayor, Mayor Pro Tem, and City Attorney

Sec. 22.073. POWERS AND DUTIES OF SECRETARY. (a) The secretary of the municipality shall attend each meeting of the governing body of the municipality and shall keep, in a record provided for that purpose, accurate minutes of the governing body's proceedings.

(b) The secretary shall:

(1) engross and enroll all laws, resolutions, and ordinances of the governing body;

(2) keep the corporate seal;

(3) take charge of, arrange, and maintain the records of the governing body;

(4) countersign all commissions issued to municipal officers and all licenses issued by the mayor, and keep a record of those commissions and licenses; and

(5) prepare all notices required under any regulation or ordinance of the municipality.

(c) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1324, Sec. 5(2), eff. June 17, 2011.

(d) The secretary shall draw all the warrants on the treasurer, countersign the warrants, and keep, in a record provided for that purpose, an accurate account of the warrants.

(e) The secretary serves as the general accountant of the municipality and shall keep regular accounts of the municipal receipts and disbursements. The secretary shall keep each cause of receipt and disbursement separately and under proper headings. The secretary shall also keep separate accounts with each person, including each officer, who has monetary transactions with the municipality. The secretary shall credit accounts allowed by proper authority and shall specify the particular transaction to which each entry applies. The secretary shall keep records of the accounts and other information covered by this subsection.

(f) The secretary shall keep a register of bonds and bills issued by the municipality and all evidence of debt due and payable to the municipality, noting the relevant particulars and facts as they occur.

(g) The secretary shall carefully keep all contracts made by the governing body.

(h) The secretary shall perform all other duties required by law, ordinance, resolution, or order of the governing body.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1248, Sec. 47, eff. Sept. 1, 1989.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1184 (H.B. 3475), Sec. 3(2), eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1324 (S.B. 480), Sec. 5(2), eff. June 17, 2011.



## Texas Local Government Code Chapter 22

Sec. 22.074. CERTIFICATION OF SECRETARIES. (a) In this section, "institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(b) A person may be certified to practice as a municipal secretary in this state. The person shall be granted a certificate on completion of a program of instruction for municipal secretaries conducted at an institution of higher education.

(c) A private association of secretaries of municipalities may contract with an institution of higher education to use the facilities of the institution to provide a program of instruction for municipal secretaries. The association shall develop the program with the assistance of the institution. The institution shall approve a program that meets qualifications for approval developed by the institution. The association shall conduct the program at the institution.

(d) A private association of secretaries that establishes a program of instruction under this section shall pay the costs of the program, including the payment of a reasonable fee to the institution that houses the program for the use of the institution's facilities. State funds may not be appropriated to finance a certification program established under this section.

(e) A private association of secretaries that establishes a program of instruction under this section shall issue a certificate to each person who successfully completes the program. A person who holds a certificate issued under this section must renew the certificate not later than five years after the date on which the original certificate was issued. The person may renew the certificate on completion of a supplementary program of instruction conducted at the institution of higher education.

(f) This section does not require a person to be certified as a municipal secretary in order to practice in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

1 **§ 30.16 MUNICIPAL SECRETARY.**

2 (A) *Office of Municipal Secretary Created.* The Office of Municipal Secretary is created, shall be referred to as the  
3 City Secretary, and shall receive such compensation as may be fixed by the Council. The Municipal Secretary  
4 may also be referred to as the Municipal Clerk.

5 (B) *Powers and Duties of Municipal Secretary.*

6 (1) The Municipal Secretary shall:

7 (a) Attend each meeting of the governing body of the municipality and shall keep, in a record  
8 provided for that purpose, accurate minutes of the governing body's proceedings.

9 (b) Engross and enroll all laws, resolutions, and ordinances of the governing body.

10 (c) Keep the corporate seal.

11 (d) Take charge of, arrange, and maintain the records of the governing body.

12 (e) Countersign all commissions issued to municipal officers and all licenses issued by the Mayor and  
13 keep a record of those commissions and licenses.

14 (f) Prepare all notices required under any regulation or ordinance of the municipality.

15 (g) Draw all the warrants on the Treasurer, countersign the warrants, and keep, in a record provided  
16 for that purpose, an accurate account of the warrants.

17 (h) Serve as the general accountant of the municipality and shall keep regular accounts of the  
18 municipal receipts and disbursements. The Secretary shall keep each cause of receipt and  
19 disbursement separately and under proper headings. The Secretary shall also keep separate  
20 accounts with each person, including each officer, who has monetary transactions with the  
21 municipality. The Secretary shall credit accounts allowed by proper authority and shall specify the  
22 particular transaction to which each entry applies. The Secretary shall keep records of the  
23 accounts and other information covered by this subsection.

24 (i) Keep a register of bonds and bills issued by the municipality and all evidence of debt due and  
25 payable to the municipality, noting the relevant particulars and facts as they occur.

26 ~~(h)~~(j) Carefully keep all contracts made by the governing body.

27 ~~(i)~~(k) Perform all other duties required by law, ordinance, resolution, or order of the governing body.

28 (l) Accept applications for a place on the ballot for city elections. And fulfill the duties of the city  
29 election records custodian.

30

31 (C) *Powers and Duties – Budget*

32 (1) The City Clerk shall:

33 (a) Accept the proposed budget from the Budget Officer (Mayor) and file that proposed budget; The  
34 proposed budget shall be available for inspection by any person; and the city clerk shall take  
35 action to ensure that the proposed budget is posted on the city website.

36 (b) After council has set their public hearing, the clerk shall create the public notice of the date, time  
37 and location of the hearing; notice must include, in type of a size at least equal to the type used  
38 for other items in the notice, and include the statement required under Local Government Code  
39 102.055(b); and this notice will be posted at least 10 days but not more than 30 days before the  
40 public hearing, in the local paper.

- 41 (c) On final approval of the budget by council, the budget will be filed with the city clerk; and the  
 42 adopted budget will be posted on the city website, including the cover page outlined in Local  
 43 Government Code 102.007.
- 44 (d) If council makes a budget amendment of the adopted budget, the amendment shall be filed with  
 45 the city clerk and attached to the original budget.
- 46 (e) After the adoption of the budget or a budget amendment, upon direction by the mayor, the city  
 47 clerk shall file a true copy of the approved budget or amendment in the office of the county clerk  
 48 of the county in which the municipality is located.

49

50 ~~(C)~~(D) *Designation as Officer for Public Information and Records Management Officer.* In addition to all other  
 51 powers and duties set forth herein, the Municipal Secretary is also designated as the **Officer for Public**  
 52 **Information and** Records Management Officer for the City of Woodcreek.

53 ~~(D)~~(E) *Powers and Duties of Municipal Secretary as Officer for Public Information and Records Management Officer.*

- 54 (1) The City Secretary shall file their name with the Director and Librarian of the Texas State Library within  
 55 30 days of the initial designation or assumption of the office, as applicable. In addition to other duties  
 56 assigned, the Records Management Officer shall:
- 57 (a) Assist in establishing and developing policies and procedures for a records management program  
 58 for the City of Woodcreek.
- 59 (b) Administer the records management program and provide assistance to custodians for the  
 60 purposes of reducing the costs and improving the efficiency of recordkeeping.
- 61 (c) In cooperation with the custodians of the records: (i) prepare and file with the director and  
 62 librarian the records control schedules and amended schedules required by Tex. Local Gov't.  
 63 Code § 203.161 and the list of obsolete records as provided by Tex. Local Gov't. Code § 203.164;  
 64 and (ii) prepare or direct the preparation of requests for authorization to destroy records not on  
 65 an approved control schedule as provided by Tex. Local Gov't. Code § 203.165, of requests to  
 66 destroy the originals of permanent records that have been microfilmed as provided by Tex. Local  
 67 Gov't. Code § 204.008, and of electronic storage authorization requests as provided by Tex. Local  
 68 Gov't. Code § 205.007.
- 69 (d) In cooperation with custodians, identify and take adequate steps to preserve local government  
 70 records that are of permanent value.
- 71 (e) In cooperation with custodians, identify and take adequate steps to protect essential local  
 72 government records.
- 73 (f) In cooperation with custodians, ensure that the maintenance, preservation, microfilming,  
 74 destruction, or other disposition of records is carried out in accordance with the policies and  
 75 procedures of the local government's records management program and the requirements of  
 76 this subtitle and rules adopted under it;
- 77 (g) Disseminate to the governing body and custodians information concerning state laws,  
 78 administrative rules, and the policies of the government relating to local government records;  
 79 and
- 80 (h) In cooperation with custodians, establish procedures to ensure that the handling of records in  
 81 any context of the records management program by the records management officer or those  
 82 under the officer's authority is carried out with due regard for: (i) the duties and responsibilities  
 83 of custodians that may be imposed by law; and (ii) the confidentiality of information in records to  
 84 which access is restricted by law.

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85 (I) They shall serve as designated officer for Public Information, and, as such, oversee the  
86 management of municipal data, including coordinating compliance with State Law with the City  
87 Attorney and administration of the city's Public Information policy.

88 ~~(E)~~(F) *Municipal Secretary to Serve as Municipal Assessor and Collector Created.* The Office of Municipal Assessor  
89 and Collector is created and shall receive such compensation as may be fixed by the Council. The Municipal  
90 Secretary will serve as the Municipal Assessor and Collector.

91 ~~(F)~~(G) *Powers and Duties of Municipal Assessor and Collector.* The Municipal Assessor and Collector will, in addition  
92 to the duties of Municipal Secretary, perform all other duties required by law, ordinance, resolution, or order  
93 of the governing body.

94

95

Re: New Entry: From our Contact Form

Geno Baiamonte <gsbstyle@yahoo.com>

Sat 8/3/2024 1:40 PM

To: Cindy Luongo Cassidy <cindy@darkskytxas.org>; Debra Hines <debra.hines@woodcreektx.gov>; Geno Baiamonte <gsbstyle@yahoo.com>

Cc: Soll Sussman <soll@darkskytxas.org>; Caitlin Fletcher <caitlin@darkskytxas.org>; Jeff Rasco <jeff.rasco@woodcreektx.gov>; Manager <manager@woodcreektx.gov>

Hi Debra,

There are two types of SQM units available from UniHendron, our preferred vendor.

The first type is the SQM-L, it is a hand-held unit with which you manually take outdoor readings and manually enter those readings into Globe at Night and DarkSky Texas' sites. The discounted cost of this unit is about \$150 plus shipping, BUT that discount expired in June and we need to confirm the current discount.

The second type of unit is a "continuous read" unit, which you mount outside and the nightly readings are programmed automatically; you would download these readings and upload them to Globe at Night and DarkSky Texas every month or two.

First is the SQM-LU-DL, which runs off batteries. The discounted cost of this unit is about \$280 plus shipping, BUT that discount expired in June and we need to confirm the current discount.

There is also the SQM-DLHSC solar unit, which has a solar module to charge the batteries. The discounted cost of this unit is about \$400 plus shipping, BUT again we need to confirm the current discount.

Both of these "continuous read" units come complete with everything - waterproof container, drive, cables, software, etc. And we will help you configure and set-up the unit.

I personally suggest the "continuous read" SQM meters.

Here is Unihendron's contact info:

UniHendron

Anthony Tekatch, president

4 Lawrence Ave.

Grimsby, Ontario L3M 2L9

Canada Telephone:

(905) 945-1197

[anthony@unihedron.com](mailto:anthony@unihedron.com)

Let us know how we may help further.

-Geno Baiamonte

On Friday, August 2, 2024, 11:10:28 AM CDT, Debra Hines <debra.hines@woodcreektx.gov> wrote:

Excellent thank you, do you by chance remember what was being recommended for Woodcreek before and have some basic cost expectations?

I will need to present this to Council again now since the cost factor has potentially changed.

Thanks,

Debra Hines

Mayor Pro Tem  
City of Woodcreek  
To make an appointment call or text: 512-461-4363  
Debra.Hines@woodcreektx.gov



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**From:** Cindy Luongo Cassidy <cindy@darkskytexas.org>  
**Sent:** Friday, August 2, 2024 10:53 AM  
**To:** Debra Hines <debra.hines@woodcreektx.gov>; Geno Baiamonte <gsbstyle@yahoo.com>  
**Cc:** Soll Sussman <soll@darkskytexas.org>; Caitlin Fletcher <caitlin@darkskytexas.org>  
**Subject:** Re: New Entry: From our Contact Form

Hi Debra,

Thanks for getting in touch with us. I'm connecting Geno Baiamonte in on this too. He can help you all determine exactly which SQM package you want.

The discount we had has expired but I'm sure we can arrange another one. It looks like we'll be helping the LBJ Nat Historical Park set up a new discount too. If you both get the same package we'll be able to use the same discount on both but, if not, I'm sure we can get a discount for whichever package you want. The discount comes from us agreeing to share the SQM readings with Globe at Night as well as add them to our database.

Cindy

Cindy Luongo Cassidy  
DarkSky Texas Board President  
cindy@darkskytexas.org  
(512) 944-7354

I support DarkSky Texas, a tax exempt organization as described in Section 501(c)(3) of the Internal Revenue Code. EIN Number 88-4025479



On Aug 2, 2024, at 8:09 AM, Debra Hines <debra.hines@woodcreektx.gov> wrote:

Thank you so much Soll!

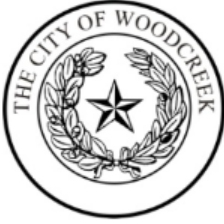
Cindy, give me a call when you can.

Best,

Debra Hines

Mayor Pro Tem  
City of Woodcreek  
To make an appointment call or text: 512-461-4363

[Debra.Hines@woodcreektx.gov](mailto:Debra.Hines@woodcreektx.gov)



**From:** Soll Sussman <[soll@darkskytexas.org](mailto:soll@darkskytexas.org)>  
**Sent:** Thursday, August 1, 2024 1:14 PM  
**To:** Debra Hines <[debra.hines@woodcreektx.gov](mailto:debra.hines@woodcreektx.gov)>  
**Cc:** Cindy Luongo Cassidy <[cindy@darkskytexas.org](mailto:cindy@darkskytexas.org)>; Caitlin Fletcher <[caitlin@darkskytexas.org](mailto:caitlin@darkskytexas.org)>  
**Subject:** Re: New Entry: From our Contact Form

That is wonderful news.

I'm copying Cindy in to this Email.

Let me know if you need any other assistance.

Soll Sussman  
 Central Texas Regional Manager  
 DarkSky Texas

512.917.9463  
[soll@darkskytexas.org](mailto:soll@darkskytexas.org)

On Thu, Aug 1, 2024 at 10:54 AM IDA Texas <[clc.tnsf@gmail.com](mailto:clc.tnsf@gmail.com)> wrote:

**Name**

Debra Hines

**Email**

[debra.hines@woodcreektx.gov](mailto:debra.hines@woodcreektx.gov)

**Comment or Message**

Looking for information on how to contact Cindy Luongo Cassidy about a Dark Sky Meter. We would like to get one installed in the City of Woodcreek, and a volunteer, Justin Camp has offered to assist. Our City Manager intended to order the meter, but neglected to do so before resigning. So, I am in need of that information on how to order and would like to start this process over again.

Thank you,

Debra Hines  
 Mayor Pro Tem  
 City of Woodcreek  
 512-461-4363

Sent from [Texas Night Sky Festival](#)®

To unsubscribe from this group and stop receiving emails from it, send an email to [datexas+unsubscribe@darksky.org](mailto:datexas+unsubscribe@darksky.org).