



**PUBLIC NOTICE**  
**City Council Regular Meeting**  
**April 3, 2014, at 7:00 PM**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a Regular Meeting of the City Council of the City of Lucas will be held on Thursday, April 3, 2014, at 7:00 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

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**Agenda**

**Call to Order**

Call to Order  
Roll Call  
Determination of Quorum  
Reminder to turn off or silence cell phones  
Pledge of Allegiance

**Citizens' Input**

At this time citizens who have pre-registered by filling out a "Request to Speak" sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

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1) Citizens' Input.

**Community Interest**

2) Items of Community Interest.

## Regular Agenda

- 3) Discuss and Consider the proposed information technology projects, provide guidance to Staff regarding priorities, and identify funding strategies. Projects identified for consideration by the City's IT Consultant, Baxter IT, include web filtering appliance; Microsoft Platform Licensing upgrade; Terminal Services for internal and remote users; managed KVM switch; internal communication server; new modern telephone system; and replacement of the Laserfiche scanner. **[Foerster]**
- 4) Discuss and Consider the approval of a limited, specific contract between the City of Lucas and Brockdale Community LLC, a Hillwood Development, regarding the maintenance of Brockdale Park Road and authorize the Mayor to execute said contract. **[Foerster]**
- 5) Discuss and Consider the approval of the minutes from the March 20, 2014, City Council meeting. **[Wingo]**
- 6) Discuss and Consider a preliminary plat for of a tract of land situated in the James Lovelady Survey Abstract number 538. This is the second phase of Oakbrook Subdivision 44.089 acres out of a total of a 92 +/- acre tract of land, consisting of twenty-two (22) lots; lots in the city are currently zoned R-1.5; and lots in the county conform to R-1.5. **[Oakbrook Estates Phase II] [Hilbourn]**
- 7) Discuss and Consider the approval of a preliminary plat for of a tract of land situated in the L & G N Survey Abstract Number 1060, and the John McKinney Survey Abstract Number 596 being 41.527 acres out of 232.162 acre tract of land. This is the first phase in a proposed 120 +/- lots subdivision located off of Parker Road, more commonly known as the Hunt property. **[Hilbourn]**

- 8) Discuss and Consider the approval of a preliminary plat submitted by Matt Moore on behalf of George Rybar and Donald & Glenda Goodrich, for Rimrock Estates, a tract of land situated in the James Grayum Survey, Abstract # 354 being 20.564 acres of land, creating ten (10) new lots with Tracts 1 and 3, the property is currently zoned R-2 and located along Estates Parkway. **[Rimrock Estates] [Hilbourn]**
- 9) Discuss and Consider the site plan submitted by the City of Lucas for the Lucas Fire Station Expansion Project, located at 185 Country Club. **[Hilbourn]**
- 10) Discuss and Consider the approval of a contract for the installation of a fire suppression system and fire alarm in the existing bays and new addition of the fire station and authorize the City Manager to execute the contract as written by the City Attorney. **[Hilbourn]**
- 11) Discuss and Consider an update for the City of Lucas Fire Station Expansion Project to include cost savings measures and directing Staff to complete the construction plans and advertise for bids. **[Hilbourn]**
- 12) Discuss and Consider the award of a construction contract between the City of Lucas and Dickerson Construction for a waterline along Stinson Road in an amount not to exceed \$1,075,374 and authorize the City Manager to execute the contract. **[Foerster]**
- 13) Adjournment.

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**As authorized by Section 551.071 (2) of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.**

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## Approval

Approved by: Mayor Rebecca Mark, March 28, 2014.

## Certification

*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, March 28, 2014, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC  
City Secretary

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**This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email [secretary@lucastexas.us](mailto:secretary@lucastexas.us).**

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# LUCAS CITY COUNCIL

Meeting Date April 3, 2014

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## AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

- Determination of Quorum
  - Reminder to silence cell phones
  - Pledge of Allegiance
- 

## Informational Purposes

City Manager Joni Clarke

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Manager Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth



**City of Lucas  
Council Agenda Request**

Council Meeting: April 3, 2014

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Citizen's Input.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
City Council Agenda  
Request**

Council Meeting: April 3, 2014

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Items of Community Interest.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Stanton Foerster

Prepared by: William Baxter

Account Code #: \_\_\_\_\_

Date Prepared: March 17, 2014

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

### AGENDA SUBJECT:

Discuss and Consider the proposed information technology projects, provide guidance to Staff regarding priorities, and identify funding strategies. Projects identified for consideration by the City's IT Consultant, Baxter IT, include web filtering appliance; Microsoft Platform Licensing upgrade; Terminal Services for internal and remote users; managed KVM switch; internal communication server; new modern telephone system; and replacement of the Laserfiche scanner.

### RECOMMENDED ACTION:

City Manager Joni Clarke met with Baxter IT representative William Baxter to discuss the proposed projects and have identified two priority projects which include the Microsoft platform licensing upgrade and the a new telephone system.

Attached you will find an updated user list detailing which individuals that currently utilize City software. Our current licensing agreement allows for 75 licensed users and this is a priority project because the City is not in compliance with its licensing agreement and will need to move towards a solution should the City Council want to continue to allow those parties listed in the attached user list to continue to use City-owned software. As you can see from the attached user spreadsheet, there are three categories with the first being Exchange Users, the second is Active Directory and the third is SharePoint. We have a total of 45 licenses acquired with an additional 30 licenses budgeted for this fiscal year but the City would still be out of compliance even if it purchased the additional 30 licenses. We would be able to apply the \$3,200 on license fees that were budget for the current fiscal year and towards the cost of the Microsoft Platform Licensing Upgrade.

The replacement of the City's current telephone system is a priority project because of the inefficiencies identified in the current system. All incoming calls go to a main line which is answered by a staff member and then forwarded to the appropriate department or staff member. It is not an effective use of resources to screen and filter all incoming calls. Our citizens and customers should have direct access and the ability to reach a department or staff member without being transferred.

The Laserfiche scanner replacement is not being considered at this time because of the upcoming replacement of the existing copiers to a copier that will have the ability to scan along with other features.

## SUMMARY:

### City of Lucas I.T. Project Requests

Here are the projects listed that Baxter I.T. recommends the City Manager and City Council consider funding that are not in the current fiscal budget.

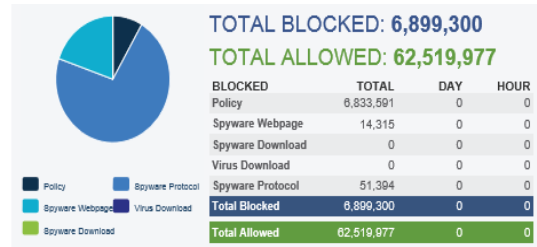
- Web Filtering Appliance
- Microsoft Platform Licensing Upgrade
- Terminal Services for Internal and Remote Users
- Managed KVM Switch
- Internal Communications Server
- New Modern Phone System

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**Web Filtering Appliance** – Funding Price Estimate = \$4,750  
(plus an annual \$995 license and software updates fee)

#### Why do we need it?

The I.T. Dept. does not have the ability to monitor or block social media websites and other sites or threats from a central management console. Purchasing a web filtering appliance will give us that capability and allow us to implement city policy in a uniform and cost effective manner. The appliance will also improve our protection against threats coming from social media and other nefarious web applications.



**Microsoft Platform Licensing Upgrade – Funding Price Estimate = \$44,690**

**ROLL-UP TECHNOLOGY COSTS FOR SYSTEMS UPGRADE**

**INFRASTRUCTURE (License) MIGRATION COSTS**

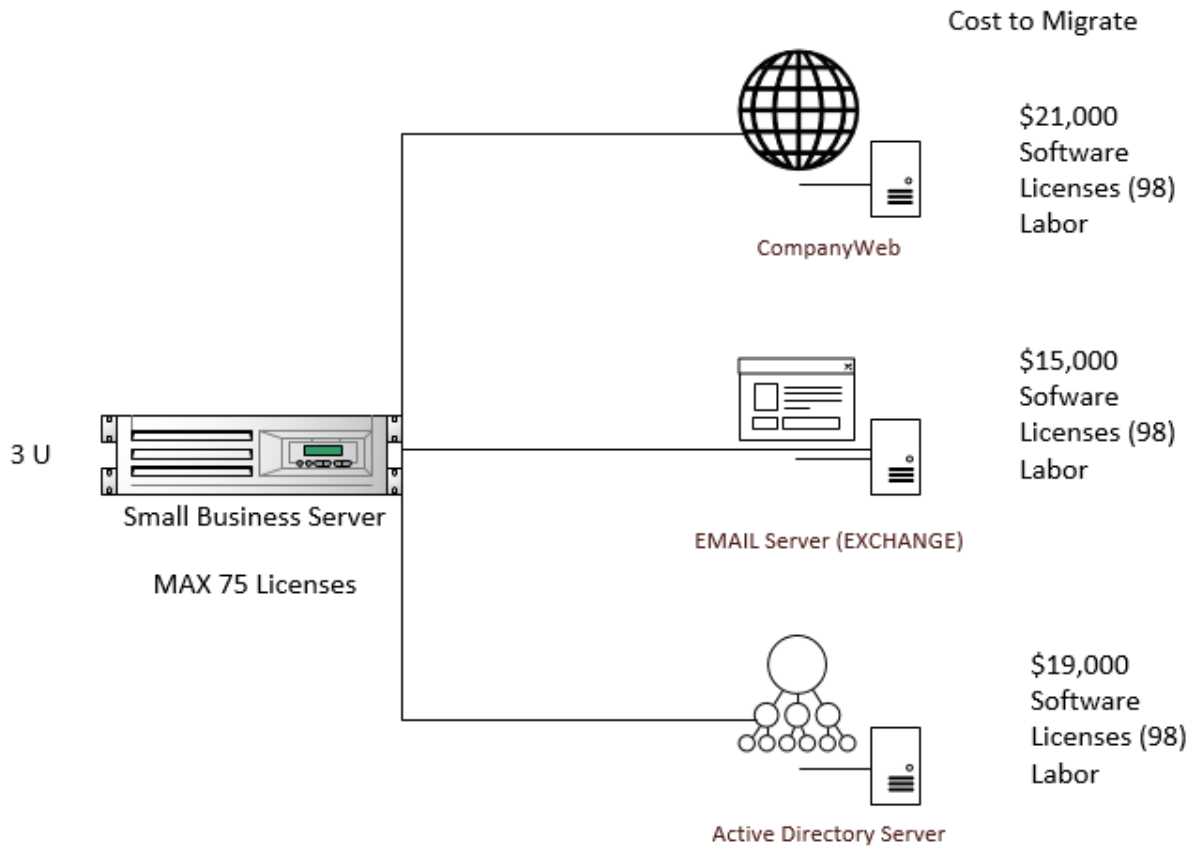
Cost Of Migration	Costs	Notes
Core (Active Directory)	\$ 19,429.00	Step 1: Completed first (100 CAL's)
Exchange (Email)	\$6,263	Step 2: Completed second (60 CAL's)
SharePoint (Companyweb)	\$ 18,998.00	Step 3: Completed third (65 CAL's)
<b>Total</b>	<b>\$ 44,690.00</b>	

(Note: CAL refers to a client access license)

**Why do we need it?**

We have grown beyond our current Microsoft User/Device licensing agreement for the City's three key services (Active Directory Security envelope, Email, City Intranet). The current platform limits us to 75 User licenses and we have 98 users on the system today. This puts the city in violation of Microsoft licensing agreement for their software. Unfortunately we cannot just add licenses. We must move to Microsoft's Enterprise platform with new software and licenses. To be successful we must purchase 1 new server, new Windows Operating systems for the 3 services and new user licenses for each service. The migration is complex and extensive and requires our best engineers dedicated to the project over 3 + weeks. This migration also requires us to accomplish this without interfering with daily operations. Note: Because of our long relationship with the City, Baxter I.T.'s labor fee for projects is 50% of industry standard for this type of work effort of \$130/hr. Baxter I.T. discount fee for the City is \$65/hr.

**Note:** We will save \$3,200 on license fees for Small Business Server if we do this project as the council approved spending these \$\$ to get us to 75 licenses.



**Current USER List**

Below is a filtered view of all users by Department. We have scrubbed the user list to show who needs a specific license and who does not. The decision on who needs access to what is up to the Council and City Manager.

MICROSOFT LICENSE ANALYSIS WORKSHEET						
Subtotals	Dept	Users	Exchange Users	Active Director	SharePoint	
Administration		3	3	3	3	
Building Inspections		3	2	3	3	
City Secretary		1	1	1	1	
Committees		20	20	20	0	
Council		7	7	7	0	
Court		2	2	2	2	
Finance		2	2	2	2	
Fire		43	9	43	43	
Police		1	1	1	1	
Public Works		5	5	5	5	
Technology		21	1	10	2	
Term		26	0	0	0	
Utility Billing		1	1	1	1	
<b>Grand Count</b>		<b>135</b>	<b>54</b>	<b>98</b>	<b>63</b>	

Consideration of Hosted VS In-House Hosted VS In-House

	#1: Out-Sourced Hosted	#2: In-House Hosted	#3: In-House
<b>Cost for Business Class (5 yrs)</b>	\$30,000	\$24,000	\$15,000 (Paid upfront)
<b>Monthly Fee Service</b>	\$5/User	\$4/User	No
<b>Cost Control ***</b>	None	None	Full Control
<b>Storage</b>	50GB	50GB	Unlimited
<b>Support****</b>	Limited Control	Maximum Control	Maximum Control
<b>Web Based Access</b>	Yes	Yes	Yes
<b>Mobility</b>	Yes	Yes	Yes
<b>Shared Calendars</b>	Yes	Yes	Yes
<b>Archive and ORR**</b>	Extra Cloud Service	Extra Cloud Service	Extra Cloud Service
<b>Version Upgrade*</b>	Included	Included	Not Included *
<b>SPAM Control</b>	Average	Best	Best
<b>Redundancy</b>	Best	Extra Cloud Service	Extra Cloud Service
<b>Responsiveness</b>	Slow	Excellent	Excellent

**\*Version Upgrade:** We find that some of our applications are not compatible with newer versions of other Software such as Exchange/Outlook. Email Outsourcers typically move to upgraded version as soon as they become available regardless of the consequences of application incompatibility to the clients. These upgrades break interoperability to other applications so is not in the city's best interest.

**\*\* Archive and ORR:** The City currently has an excellent pay-per month in-house solution that is archiving all incoming and outgoing email. The Retention policy is set for two years as per state requirements. The cost to do this in the cloud would cost additional \$\$.

**\*\*\* Cost Control:** Once you've signed up with a Hosted Service they may increase their prices at any time.

**\*\*\*\*Support:** With the #3 In-House Solution we can resolve issues quickly and have email up and running again quickly. With #1 we lose this control to the Hosted company. This could increase support costs and resolution time.

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**Terminal Services for Internal and Remote Users – Funding Price Estimate = \$5,500.00**

**Why do we need it?**

We recently had a request to provide remote desktop access to a temporary user working from home. She did not have her own PC at Lucas so we asked which PC we should allow her to access. We finally landed on the PC in the mayor's office or the lobby office if they are not in use by others. This bouncing from PC to PC and timing her access so that it did not impede others from doing their work reduced the productivity of the temp worker and the staff at City



Hall. The solution is a Terminal Server with virtual PC's which provides the City's expanding and contracting temp staff access when needed without having to kick another employee off their computer. Another big benefit to this solution is the small I.T. footprint requiring I.T. to only manage a single Server rather than multiple desktops and the increased licensing fees of multiple full desktop implementations.

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**Managed B020-19 KVM Switch with Boot Console Capabilities - \$2500.00**

**Why do we need it?**

The request improves the support capabilities of the I.T. department. The KVM switch will allow us to remotely boot the server and be able to see the boot process. This will help us resolve issues faster.

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**Internal Communication Server.** Funding Price Estimate = \$11,700  
(Instant Messaging, Collaboration, and Presence Service)

**Why do we need it?**

The City continues to increase workload of staff members and instant communication between co-workers is critical in accomplishing tasks in a timely manner. This service will replace staff workers wondering if another staff member is available for collaboration to knowing minute by minute who available, who's in a meeting, who's requested not to be disturbed and who's not in their office. It provides faster communications than email and sometimes using a telephone not the best method in certain circumstances. Staff can collaborate freely without getting up from their desks and they can control their availability by flagging their status in the application for everyone to see.



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**New Modern Telephone System:**

Funding Price Estimate:

- New DID Phone Lines \$400 – 600/month from Grande Communications
- Phone System, Phones, Labor, and Licenses = Approx. \$25,000

**Why do we need it?**

The City's and Fire Dept. telephone system is an old system with outdated technology. Upgrading to an IP based system will help set a solid technology base and position the City towards a smooth growth path in the future. Additionally, technologies for businesses are converging and voice communication is in the middle of this convergence. Moving to a modern Telephone system now will help the city reduce costs in the future and capitalize on the productivity gains the application convergence will bring. Also, waiting brings the risk of increased costs due to the complexity of a rapidly growing city. Better to do it now if we have the funds available. Note: We are planning to implement an IP phone system for the Fire Dept.

new building which will easily expand to the City side. If we do the city now then the Fire Dept. expansion will simpler.

**Current Phone System**

Phones City Hall I am counting  
Phones 16  
Phone system 1  
Voicemail 1

**Fire station**

Phones 10  
Phone System 1  
Voicemail 1

**New Phone System**

- Consolidate to a single Phone System (Avaya IP Office)
- Purchase New "Modern Phones (Requirement with New Avaya Phone System)
- Purchase as many DID's (Direct Dial Phone Numbers) as needed. (This will need to be worked out with the City and Fire Dept.
- Purchase Licenses for Phones
- Purchase Telephone infrastructure licenses

**MOTION:** I make a Motion to....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

**MICROSOFT LICENSE ANALYSIS WORKSHEET**

<b>Subtotals</b>	<b>Dept</b>	<b>Users</b>	<b>Exchange Users</b>	<b>Active Directory</b>	<b>SharePoint</b>
	Administration	Cathey Bonczar	Yes	Yes	Yes
	Administration	Jeanine Harvell	Yes	Yes	Yes
	Administration	Joni Clarke	Yes	Yes	Yes
	Administration	Jennifer Faircloth	Yes	Yes	Yes
<b>Administration</b>		<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>
	Building Inspections	Donna Bradshaw	Yes	Yes	Yes
	Building Inspections	Joe Hilbourn	Yes	Yes	Yes
	Building Inspections	Jim Hurley	No	Yes	Yes
<b>Building Inspections</b>		<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>
	City Secretary	Public Information Officer	Yes	No	No
	City Secretary	Kathy Wingo	Yes	Yes	Yes
<b>City Secretary</b>		<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>
	Committees	Chris Bierman	Yes	Yes	No
	Committees	Craig Williams	Yes	Yes	No
	Committees	Jenean McLaughlin	Yes	Yes	No
	Committees	Randy Barnes	Yes	Yes	No
	Committees	Stuart Fink	Yes	Yes	No
	Committees	Andre Guillemaud	Yes	Yes	No
	Committees	Brian Blythe	Yes	Yes	No
	Committees	David Keer	Yes	Yes	No
	Committees	Joe Williams	Yes	Yes	No
	Committees	Peggy Rusterholtz	Yes	Yes	No
	Committees	Brenda Rizos	Yes	Yes	No
	Committees	Christopher VanHorn	Yes	Yes	No
	Committees	David Rhoads	Yes	Yes	No
	Committees	Jerry Straka	Yes	Yes	No
	Committees	Kenneth Patterson	Yes	Yes	No
	Committees	Lacey Bradshaw	Yes	Yes	No
	Committees	Lisa O'Leary	Yes	Yes	No
	Committees	Scott Sperling	Yes	Yes	No
<b>Committees</b>		<b>18</b>	<b>18</b>	<b>18</b>	<b>0</b>
	Council	Debbie Fisher	Yes	Yes	No
	Council	Jim Olk	Yes	Yes	No
	Council	Kathleen Peele	Yes	Yes	No
	Council	Philip Lawrence	Yes	Yes	No
	Council	Rebecca Mark	Yes	Yes	No
	Council	Steve Duke	Yes	Yes	No
	Council	Wayne Milsap	Yes	Yes	No
<b>Council</b>		<b>7</b>	<b>7</b>	<b>7</b>	<b>0</b>
	Court	Cheryl Meehan	Yes	Yes	Yes
	Court	Linezka Maduro	Yes	Yes	Yes
<b>Court</b>		<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
	Finance	Alicia Gipson	Yes	Yes	Yes
	Finance	Liz Exum	Yes	Yes	Yes
<b>Finance</b>		<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
	Fire	Adam Bravo	Yes	Yes	Yes
	Fire	Ethan Carver	Yes	Yes	Yes
	Fire	Jason Bender	Yes	Yes	Yes
	Fire	Jim Kitchens	Yes	Yes	Yes
	Fire	John Ricker	Yes	Yes	Yes
	Fire	Jonathan Haynes	Yes	Yes	Yes
	Fire	Randy Conrad	Yes	Yes	Yes
	Fire	Scott Kelsh	Yes	Yes	Yes
	Fire	Ted Stephens	Yes	Yes	Yes
	Fire	Andrew Lin	No	Yes	Yes
	Fire	Ben Hines	No	Yes	Yes
	Fire	Bobette Mauck	No	Yes	Yes
	Fire	Brian Orozco	No	Yes	Yes
	Fire	Cameron Peterson	No	Yes	Yes
	Fire	Chad Robinett	No	Yes	Yes
	Fire	Craig Brazeal	No	Yes	Yes
	Fire	Craig Zale	No	Yes	Yes
	Fire	Daniel Knight	No	Yes	Yes
	Fire	David Leonard	No	Yes	Yes
	Fire	Dennis Lynch	No	Yes	Yes
	Fire	Derek Cook	No	Yes	Yes
	Fire	Doug Bramlett	No	Yes	Yes
	Fire	Engine	No	Yes	Yes
	Fire	Gary Johnson	No	Yes	Yes
	Fire	Gerald Reining	No	Yes	Yes
	Fire	Ian Evans	No	Yes	Yes
	Fire	James Tellier	No	Yes	Yes
	Fire	Jessica Sanchez	No	Yes	Yes
	Fire	Jesus Guajardo	No	Yes	Yes
	Fire	Kyle Brasfield	No	Yes	Yes
	Fire	Lance Gant	No	Yes	Yes

Fire	Larry Abston	No	Yes	Yes
Fire	Lavada Conrad	No	Yes	Yes
Fire	Matthew Malik	No	Yes	Yes
Fire	RMS Station	No	Yes	Yes
Fire	Robert Brown	No	Yes	Yes
Fire	Robert Frome	No	Yes	Yes
Fire	Sabrina Hamilton	No	Yes	Yes
Fire	Scott Corcoran	No	Yes	Yes
Fire	Scott deJong	No	Yes	Yes
Fire	Scott Wheless	No	Yes	Yes
Fire	Tony Bohnekamper	No	Yes	Yes
Fire	Victor Jones	No	Yes	Yes
<b>Fire</b>	<b>43</b>	<b>9</b>	<b>43</b>	<b>43</b>
Police	Deputy (Not Currently Active)	No	No	No
<b>Police</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
Public Works	Marco Ramirez	Yes	Yes	Yes
Public Works	Kent Eubanks	Yes	Yes	Yes
Public Works	Pedro Ovalle	Yes	Yes	Yes
Public Works	Shane Kreymer	Yes	Yes	Yes
Public Works	Kenny Koonsman	Yes	Yes	Yes
Public Works	Jeremy Bogle	Yes	Yes	Yes
Public Works	Jesse Corpus	Yes	Yes	Yes
Public Works	Ronnie Lorenz	Yes	Yes	Yes
Public Works	Stanton Foerster	Yes	Yes	Yes
<b>Public Works</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>9</b>
Technology	\$AdministratOr	No	Yes	No
Technology	BaxterIT	Yes	Yes	Yes
Technology	Ben Leal (Support Engineer)	No	No	No
Technology	Joe Golgoun (Support Engineer)	No	No	Yes
Technology	Lucas City001 (License Account)	No	No	No
Technology	William Baxter (Support Engineer)	No	No	No
Technology	Application Service Account	No	Yes	No
Technology	Journal	No	Yes	No
Technology	Administrator Template	No	No	No
Technology	Mobile User Template	No	No	No
Technology	Power User Template	No	No	No
Technology	Standard User Template	No	No	No
Technology	Standard User with administration links	No	No	No
Technology	User Template	No	No	No
<b>Technology</b>	<b>14</b>	<b>1</b>	<b>4</b>	<b>2</b>
Term	Dan Savage	No	No	No
Term	Alice Wakelin	No	No	No
Term	Amber Patteson	No	No	No
Term	Amy Hutchinson	No	No	No
Term	Charles Beveridge	No	No	No
Term	Chris Wylie	No	No	No
Term	Daniel Ramirez	No	No	No
Term	Deputy	No	No	No
Term	Eleazar Jepson	No	No	No
Term	FD Chiefs	No	No	No
Term	FD Officers	No	No	No
Term	Firefighters	No	No	No
Term	Jeff Jenkins	No	No	No
Term	Jim Hopphan	No	No	No
Term	Jinx Smith	No	No	No
Term	Kathy Morris	No	No	No
Term	Larry Essary	No	No	No
Term	Mark Barratt	No	No	No
Term	Network Administrators	No	No	No
Term	Robin Wells	No	No	No
Term	Ron Morrill	No	No	No
Term	Ruth Josenhans	No	No	No
Term	Stacy Caudell	No	No	No
Term	Tommy Tolson	No	No	No
Term	Tony Fritz	No	No	No
Term	Sean McCaffity	No	No	No
Term	Karen Hurtt	No	No	No
Term	Tracey Snyder	No	No	No
<b>Term</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>
Utility Billing	Delta Moody	Yes	Yes	Yes
<b>Utility Billing</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Grand Count</b>	<b>134</b>	<b>57</b>	<b>94</b>	<b>67</b>



\*\*\*I moved Jim from Building Inspections to TERM. Not sure if he has been set to inactive.



## City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Stanton Foerster

Prepared by: \_\_\_\_\_

Account Code #: \_\_\_\_\_

Date Prepared: March 26, 2014

Budgeted Amount: \_\_\_\_\_

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the approval of a limited, specific contract between the City of Lucas and Brockdale Community LLC, a Hillwood Development, regarding the maintenance of Brockdale Park Road and authorize the Mayor to execute said contract.

### RECOMMENDED ACTION:

Staff recommends approval.

### SUMMARY:

On October 10, 2013, Kyle Kruppa with Hillwood approached city staff to discuss maintenance of Brockdale Park Road. Since that date, Hillwood and the City have had a variety of discussion about working together to complete repair work along the 8100-foot roadway.

The intent of this contract is to allow Hillwood to make repairs to Brockdale Park Road, including but not limited to, pavement patchwork, full depth reclamation, asphalt overlay, drainage, and chip sealing. The extent of the repair will be determined by Hillwood, at Hillwood's sole option and expense. All repairs shall be approved the City of Lucas Public Works Director.

There is no direct cost to the City associated with this contract. The merits, benefits, and conditions of this specific contract are the purpose of this agenda item.

### MOTION:

I make a motion to approve/deny ...

APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / **3/26/14**

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**CITY OF LUCAS, TEXAS**

**PUBLIC WORKS PROJECT**

**Brockdale Park Road Repairs**

**Brockdale Community LLC, a Hillwood Development**

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# City of Lucas, Texas

This Agreement is made by and between the City of Lucas, Texas, a home-rule municipality (hereinafter referred to as the "City") and Brockdale Community LLC, a Hillwood Development, acting by and through their duly authorized representative, (hereinafter referred to as the "Hillwood") for construction of Brockdale Park Road Repairs, (hereinafter referred to as the "Project"), the City and Hillwood hereby agreeing as follows:

## ARTICLE I

### THE CONTRACT AND THE CONTRACT DOCUMENTS

#### 1.1 THE CONTRACT

1.1.1 The contract between the City and Hillwood, of which this agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

#### 1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this agreement, the General Conditions, the Specifications, the Drawings, the Shop Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, the addenda, exhibits and attachments thereto, and any other amendments hereto executed by the parties hereafter.

#### 1.3 ENTIRE AGREEMENT

1.3.1 This Contract, all General Conditions, Special Conditions, and Plans and Specifications, constitute the entire and exclusive agreement between the City and Hillwood with reference to the Project. Specifically, but without limitation, this Contract supersedes any documents and all prior written or oral communications, representations and negotiations, if any, between the City and Hillwood not expressly made a part hereof.

#### 1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than Hillwood.

#### 1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to allow Hillwood to make repairs to Brockdale Park Road, including but not limited to, pavement patchwork, full depth reclamation, asphalt overlay, drainage, and chip sealing. The extent of the repair will be determined by Hillwood, at Hillwood's sole option and expense. All repairs shall be approved the City of Lucas Public Works Director.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The word "City" includes the City of Lucas, Texas, a municipal corporation, and its public officials, officers, employees, agents and employees. The word "Hillwood" includes Hillwood and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural

forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 Hillwood shall have a continuing duty to read, carefully study and compare each of the Contract Documents, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which Hillwood may discover with respect to these documents before proceeding with the affected Work. By the execution hereof, Hillwood acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Hillwood has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, Hillwood represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

## **1.6 OWNERSHIP OF CONTRACT DOCUMENTS**

1.6.1 The Contract Documents shall remain the property of the City. Hillwood shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Hillwood use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

## **ARTICLE II**

### **THE WORK**

2.1 Hillwood shall perform all repairs as determined by Hillwood.

#### **2.2 WORK**

2.2.1 The term "Work" shall mean whatever is done by or required of Hillwood by Hillwood to perform and complete its duties under this Contract

2.2.2 Hillwood shall be responsible for paying for and procuring all materials and labor and furnishing

all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, Hillwood shall furnish satisfactory proof of the type, kind, and quality of materials.

## **ARTICLE III**

### **CONTRACT TIME**

#### **3.1 SUBSTANTIAL COMPLETION**

3.1.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

#### **3.2 TIME**

3.2.1 Hillwood shall commence the Work within thirty (30) days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than sixty (60) calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by Hillwood constitutes an agreement that adequate time has been allotted for this Contract.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's Public Works Director's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 Hillwood shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to

and approved by the Public Works Director on a regular basis as required by the Contract Documents.

### **3.3 TIME IS OF THE ESSENCE**

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT IN A TIMELY MANNER.** The time for completion is an essential and material term of this Contract and Hillwood's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 The City will assess liquidated damages for late or untimely performance and may, at the City's sole option, elect to allow Hillwood to continue with the Work, or may declare Hillwood to be in breach and default of the Contract and order Hillwood to remove all equipment and personnel from the work site. All remedies for Hillwood's late performance shall be nonexclusive and cumulative without waiver of any other, and the City's election of one shall not preclude the City from pursuing any other.

3.3.4 It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract.

### **3.4 LIQUIDATED DAMAGES; EARLY COMPLETION BONUS**

3.4.1 Hillwood shall pay the City the sum of **\$100.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by Hillwood shall be payable, not as a

penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Hillwood an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when Hillwood overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to Hillwood those funds withheld, but no longer applicable, as liquidated damages. If Hillwood has submitted a Statement of Delay with the appropriate Application for Payment as required by Subparagraph 5.2.3, and/or has complied with the notice and Change Order requirements of this Contract, the Public Works Director shall have sole discretion to determine whether a delay is excused or unexcused and the Public Works Director's determination thereof shall be final and binding on the parties.

Public Works Director scheduled Final

### **3.5 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER**

3.5.1 No claim shall be made by Hillwood to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to Hillwood for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. Hillwood's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver thereof and Hillwood shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should Hillwood be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of Hillwood, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of Hillwood to carry out instructions from the City or City's representative. During any period in which the

Work is stopped or during which any of the Work is not actively in progress for any reason, Hillwood shall properly protect the site and the Work from damage, loss or harm. Hillwood shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of Hillwood, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.3 Hillwood shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. Hillwood, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

#### **ARTICLE IV**

##### **CONTRACT PRICE**

###### **4.1 THE CONTRACT PRICE**

4.1.1 The City shall pay, and Hillwood shall accept, as full and complete payment for all of the Work required herein, the fixed sum of

**~~\$-0.00-~~**

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, or the assessment of liquidated damages.

#### **ARTICLE V**

##### **PAYMENT OF THE CONTRACT PRICE**

(This Section has been deleted)Public Works Director

##### **5.5 CERTIFICATE OF SUBSTANTIAL COMPLETION**

5.5.1 When Hillwood believes that the Work is substantially complete, Hillwood shall submit to the Public Works Director a list of items to be completed or corrected. When the Public Works Director on the basis of an inspection determine that the Work is in fact substantially complete, the Public Works Director will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and Hillwood for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which Hillwood shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence of and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and Hillwood for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and Hillwood of the Certificate of Substantial Completion, the City shall pay Hillwood for all work completed to date

##### **5.6 COMPLETION AND FINAL PAYMENT**

5.6.1 When all of the Work is finally complete and Hillwood is ready for a final inspection, it shall notify the Public Works Director thereof in writing. Thereupon, the Public Works Director will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Public Works Director will promptly issue a final Certificate for Payment certifying to the City that the Project is complete. If the Public Works Director is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, Hillwood shall bear the cost of such repeat final inspection(s).

5.6.1.1 If Hillwood fails to achieve final completion within the time fixed therefor by the Public Works Director in its Certificate of Substantial Completion, Hillwood shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth

herein for final completion of the Work. Any sums due and payable hereunder by Hillwood shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract.

5.6.2 Hillwood shall not be released from Hillwood's responsibilities of the Contract until the Public Works Director receives an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of Hillwood and of any and all other parties required by the Public Works Director or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, Hillwood shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

## **ARTICLE VI**

### **THE CITY**

#### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY**

6.1.1 The City shall furnish to Hillwood, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Hillwood only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

#### **6.2 RIGHT TO STOP WORK**

6.2.1 If Hillwood persistently fails or refuses to perform the Work in accordance with this Contract, if Hillwood fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that Hillwood is not and

will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order Hillwood to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, Hillwood shall immediately obey such order.

#### **6.3 CITY'S RIGHT TO PERFORM WORK**

6.3.1 If Hillwood's Work is stopped by the City under Paragraph 6.2, and Hillwood fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Hillwood, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Public Works Director's additional services and expenses necessitated thereby, if any.

## **ARTICLE VII**

### **HILLWOOD**

#### **7.1 MUST FOLLOW CONTRACT**

7.1.1 Hillwood shall perform no part of the Work at any time without adequate Contract Documents for such portion of the Work. If Hillwood performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Public Works Director, Hillwood shall bear responsibility for such performance and shall bear the cost of correction. Hillwood shall perform the Work strictly in accordance with this Contract.

#### **7.2 PROSECUTION OF WORK**

7.3.1 Hillwood shall supervise and direct the Work using Hillwood's best skill, effort and attention. Hillwood shall be responsible to the City for any and all acts or omissions of Hillwood, its employees and others engaged in the Work on behalf of Hillwood.

7.3.2 Hillwood shall give adequate attention to the faithful prosecution of the Work and the timely



completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.3 Hillwood shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.3.4 The City will not interfere with Hillwood's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with Hillwood's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, Hillwood is and shall be estopped from claiming any interference by the City or Public Works Director with Hillwood's manner and means of performing that part of the Work.

**7.4 WARRANTY**

7.4.1 Hillwood warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. HILLWOOD WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.

**7.5 PERMITS; FEES; LICENSES**

Hillwood shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. Hillwood shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

**7.6 SUPERVISION**

7.6.1 Hillwood shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from Hillwood to the contrary, the superintendent shall be deemed Hillwood's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the Public Works Director.

7.6.2 Key supervisory personnel assigned by Hillwood to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by Hillwood, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, Hillwood shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

**7.7 WORK SCHEDULE**

7.7.1 At the pre-construction meeting, Hillwood shall submit to the City and the Public Works Director for their information, Hillwood's schedule for completing the Work (also referred to herein as the construction schedule). Hillwood's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Public Works Director.

7.7.2 Hillwood's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by Hillwood to strictly comply with the provisions of this Paragraph

7.7 shall constitute a default and a material breach of this Contract.

**7.8 ON-SITE DRAWINGS**

7.8.1 Hillwood shall continuously maintain at the site, for the benefit of the City and the Public Works Director, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction.

**7.9 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

7.9.1 Hillwood shall not be required to submit As-Built plans for any and each part or portion of the Project.

7.9.2 Hillwood shall not perform any portion of the Work that has not been approved by the Public Works Director.

**7.10 CLEANING THE SITE AND THE PROJECT**

7.10.1 Hillwood shall keep the site reasonably clean during performance of the Work. Hillwood shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials during construction and, upon completion of construction, shall clean the site and remove all such material together with all of Hillwood's property therefrom. Hillwood shall dispose of all refuse at a landfill approved by the Texas Commission on Environmental Quality. Hillwood shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition.

**7.11 ACCESS TO WORK AND INSPECTIONS**

7.11.1 The City and the Public Works Director shall have access to the Work at all times from commencement of the Work through final completion. Hillwood shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Public Works Director, Hillwood shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

**7.12 INDEMNITY AND DISCLAIMER**

7.12.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY HILLWOOD FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING HILLWOOD, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF HILLWOOD UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT WAIVING THE CITY'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY HILLWOOD TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF HILLWOOD'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to

create or grant any rights, contractual or otherwise, to any other person or entity.

7.12.2 Hillwood will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Hillwood shall obtain and file with City a standard form Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of Hillwood, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Hillwood or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **7.13 NONDISCRIMINATION**

7.13.1 Hillwood shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. Hillwood shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 (This Section Has Been Deleted)

#### **7.15 JOB SITE SAFETY PRECAUTIONS**

7.15.1 Hillwood shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. Hillwood shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. Hillwood shall immediately comply with any and all safety requirements imposed by the Public Works Director during the progress of the Work.

#### **7.16 WARNING DEVICES AND BARRICADES**

7.16.1 Hillwood shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Public Works Director to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to Hillwood for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, easements or other rights-of-way, Hillwood shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

#### **7.17 PROTECTION OF UTILITIES AND OTHER HILLWOOD'S**

7.17.1 Hillwood shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, Hillwood shall forthwith repair, remedy or restore the utility at Hillwood's sole expense. Hillwood shall coordinate any utility conflicts with the owner of the utility and no extension of time will be requested or given if adequate coordination is not provided by Hillwood.

7.17.2 Hillwood understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. Hillwood shall use best efforts to work around other contractors without impeding the work of others while still adhering to the scheduled completion date. In the event that Hillwood's work is or may be delayed by any other person, Hillwood shall immediately give notice thereof to the Public Works Director and shall request a written Change Order in accordance with the procedures set forth by this Contract. Hillwood's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

**ARTICLE VIII**

**CONTRACT ADMINISTRATION**

**8.1 THE PUBLIC WORKS DIRECTOR**

8.1.1 When used in this Contract the term "Public Works Director" is the Public Works Director for the City, said person to be designated or re-designated by the City prior to or at any time during the Work hereunder. The Public Works Director may be an employee of the City or may be retained by the City as an independent Hillwood but, in either event, the Public Works Director's duties and authority shall be as set forth hereinafter. Hillwood understands and agrees that it shall abide by the decisions and instructions of the Public Works Director notwithstanding the contractual relationship between the City and Public Works Director, the title of Contract Administrator, or the fact that the Public Works Director is an employee of the City.

In the event the City should find it necessary or convenient to replace the Public Works Director, the City shall retain a replacement Public Works Director and the status of the replacement Public Works Director shall be that of the former Public Works Director.

**8.2 PUBLIC WORKS DIRECTOR'S ADMINISTRATION**

8.2.1 The Public Works Director, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Public Works Director as set forth in this Contract. The Public Works Director shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and Hillwood shall communicate with each other in the first instance through the Public Works Director.

8.2.3 The Public Works Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by Hillwood.

8.2.4 The Public Works Director will review Hillwood's activities associated with the Work as provided in this Contract.

8.2.5 The Public Works Director shall have authority to reject Work which is defective as

determined by the Public Works Director. If the Public Works Director deems it necessary or advisable, the Public Works Director shall have authority to require additional inspection or testing of the Work.

8.2.6 The Public Works Director will review and approve, or take other appropriate action as necessary, concerning Hillwood's submittals.

8.2.7 The Public Works Director will prepare Change Orders and may authorize minor changes in the Work by Field.

8.2.8 The Public Works Director shall, upon written request from Hillwood, conduct inspections to determine the date of Substantial Completion and the date of final completion.

8.2.9 The Public Works Director's decisions in matters relating to aesthetic effect shall be final.

**8.3 CLAIMS BY HILLWOOD**

8.3.1 The Public Works Director shall determine all claims and matters in dispute between Hillwood and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents. Any dispute shall be submitted in writing to the Public Works Director within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute and the Public Works Director shall render a written decision within a reasonable time thereafter. The Public Works Director's decisions shall be final and binding on the parties. In the event that either party objects to the Public Works Director's determination as to any submitted dispute, that party shall submit a written objection to the Public Works Director and the opposing party within ten (10) days of receipt of the Public Works Director's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of Hillwood, Hillwood shall diligently proceed with performance of this Contract.

**8.4 EXTRA WORK**

8.4.1 Hillwood shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same,

unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.4.2 The parties acknowledge and agree that there shall be no payment made by the City to Hillwood without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should Hillwood perform Extra Work or be requested to perform Extra Work by the Public Works Director or City, it shall be Hillwood's obligation and duty to first apply for and obtain a written Change Order, approved by the Public Works Director and executed by the City. Hillwood's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

**8.5 (This Section has been deleted)**

**8.6 FIELD ORDERS**

8.6.1 The Public Works Director shall have authority to order minor changes in the Work not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon Hillwood. Hillwood shall carry out such Field Orders promptly.

**8.7 MEDIATION**

8.7.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Public Works Director and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Public Works Director's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.7.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the

Work; the parties shall abide by the decision of the Public Works Director in accomplishing the timely completion of the Project.

**ARTICLE IX**

**SUBCONTRACTORS**

**9.1 DEFINITION**

9.1.1 A Subcontractor is a person or entity that has a direct contract with Hillwood to perform a portion of the Work. No Subcontractor shall be in privity with the City.

**9.2 AWARD OF SUBCONTRACTS**

9.2.1 Upon execution of the Contract, Hillwood shall furnish the City, in writing, the names of persons or entities proposed by Hillwood to act as a Subcontractor on the Project. The City shall promptly reply to Hillwood, in writing, stating any objections the City may have to such proposed Subcontractor. Hillwood shall not enter into a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. Hillwood shall not be required to subcontract with any party to whom Hillwood has objection.

9.2.2 All subcontracts shall afford Hillwood rights against the Subcontractor which correspond to those rights afforded to the City against Hillwood herein, including those rights afforded to the City by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 Hillwood shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor.

**ARTICLE X**

**CHANGES IN THE WORK**

**10.1 CHANGES PERMITTED**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and Hillwood shall proceed promptly with such changes.

**10.2 CHANGE ORDER DEFINED**

10.2.1 Change Order shall mean a written order to Hillwood executed by the City and the Public Works Director, issued after execution of this Contract, authorizing and directing a change in the Work or the Contract Time, or any combination thereof. The Contract Time may be changed only by written Change Order.

10.3 (This Section has been Deleted)

**10.4 MINOR CHANGES**

10.4.1 The Public Works Director shall have authority to order minor changes in the Work not involving a change in the extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and Hillwood. Hillwood shall promptly carry out such written Field Orders.

**10.5 EFFECT OF EXECUTED CHANGE ORDER**

10.5.1 The execution of a Change Order by Hillwood shall constitute conclusive evidence of Hillwood's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Time. Hillwood, by executing the Change Order, waives and forever releases any claim against the City for additional time for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

**10.6 NOTICE TO SURETY; CONSENT**

10.6.1 Hillwood shall notify and obtain the consent and approval of Hillwood's surety with

reference to all Change Orders if such notice, consent or approval is required by Hillwood's surety or by law. Hillwood's execution of the Change Order shall constitute Hillwood's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

**ARTICLE XI**

**UNCOVERING AND CORRECTING WORK**

**11.1 UNCOVERING WORK**

11.1.1 If any of the Work is covered contrary to the Public Works Director's request or to any provisions of this Contract, it shall, if required by the Public Works Director or the City, be uncovered for the Public Works Director's inspection and shall be properly replaced at Hillwood's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner consistent with the Public Works Director's request or the provisions of this Contract, it shall, if required by the Public Works Director or City, be uncovered for the Public Works Director's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform to this Contract, Hillwood shall pay the costs of uncovering and proper replacement.

**11.2 CORRECTING WORK**

11.2.1 Hillwood shall immediately proceed to correct Work rejected by the Public Works Director as defective or failing to conform to this Contract. Hillwood shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the Public Works Director's services and expenses made necessary thereby.

11.2.2 If within six (6) months after Substantial Completion of the Work any of the Work is found to be defective Hillwood shall correct it promptly upon receipt of written notice from the City. This obligation shall survive termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this six (6) month obligation to specifically correct defective and

nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which Hillwood has under this Contract. Establishment of the six (6) month time period in Subparagraph 11.2.2 relates only to the duty of Hillwood to specifically correct the Work.

**11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK**

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so at its sole discretion. Hillwood shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

**ARTICLE XII  
CONTRACT DEFAULT  
AND TERMINATION**

**12.1 TERMINATION BY HILLWOOD**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of Hillwood or any person or entity working directly or indirectly for Hillwood, Hillwood may, upon fifteen (15) days' written notice to the City and the Public Works Director, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of Hillwood (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

**12.2 TERMINATION BY THE CITY**

**12.2.1 FOR CONVENIENCE**

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by Hillwood for convenience. The City shall give written notice of such termination to Hillwood specifying when termination becomes effective.

12.2.1.2 Hillwood shall stop Work when such termination becomes effective. Hillwood shall also terminate outstanding orders and subcontracts. Hillwood shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct Hillwood to assign Hillwood's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 Hillwood shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as Hillwood has.

12.2.1.4 Hillwood shall submit a termination claim to the City and the Public Works Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Public Works Director. If Hillwood fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay Hillwood, an amount derived in accordance with subparagraph (c) below.

**12.2.2 FOR CAUSE**

12.2.2.1 The following constitute grounds for termination of this Contract by the City:

- (a) Hillwood's failure or refusal to prosecute the Work in a timely manner;
- (b) Hillwood abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City;
- (c) Hillwood fails to meet milestones or comply with approved construction schedules;
- (d) Hillwood fails to grant or allow access to the jobsite by the City or Public Works Director;
- (e) Hillwood fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials;

(f) Hillwood fails to make prompt payment to Subcontractors or for materials or labor;

(g) Hillwood persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or,

(h) Hillwood is otherwise guilty of a violation of a material provision of this Contract.

In the event of the occurrence of any one or more of the above events, the City may by written notice to Hillwood, without prejudice to any other right or remedy, terminate the employment of Hillwood, exclude Hillwood from the job site, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Hillwood and may finish the Work by whatever methods it may deem expedient.

**12.3 USE OF THIRD-PARTY OVERSIGHT OR CONSTRUCTION MANAGER**

12.3.1 Should the City allow Hillwood to continue its performance of Work notwithstanding an event of default specified in Subparagraph 12.2.2.1, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring Hillwood to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Hillwood upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

**ARTICLE XIII  
INSURANCE**

**13.1 HILLWOOD SHALL MAINTAIN INSURANCE**

13.1.1 Hillwood at its own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect Hillwood and/or any Additional Insured from claims which may arise out of or result from operations

under this Contract. The insurance required shall provide adequate protections from all claims, whether such operations be by Hillwood or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 Hillwood shall not commence work on any Contract in the City until Hillwood has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

**13.2 TYPES AND AMOUNTS OF HILLWOOD'S INSURANCE**

13.2.1. Hillwood shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	As set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$1,000,000 Each Accident/Occurrence.
City's Protective Liability Insurance	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Excess/Umbrella Liability	\$600,000 per occurrence \$1,000,000 aggregate
Endorsement CG 2503	\$1,000,000 per occurrence w/drop down coverage
Automobile Liability	Amendment Aggregate Limit of Insurance per Project or City's and Hillwood's Protective Liability Insurance for the Project.
	\$500,000 Combined single limit per occurrence.



**13.3 ADDITIONAL INSURED**

13.3.1 The City shall be named as an additional insured on the Commercial General Liability (Public), City’s Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by Hillwood.

**13.4 WRITTEN NOTIFICATION**

13.4.1 Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the City of Lucas, Attention: Stanton Foerster, 665 Country Club Road, Lucas, TX 75002-7651.

**13.5 PREMIUMS AND ASSESSMENTS; SUBROGATION**

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of Hillwood. Insurance Companies shall have no right of subrogation against the City.

**13.6 CERTIFICATE OF INSURANCE**

13.6.1 Proof that the insurance is in force shall be furnished to the City on Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City, Hillwood shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

**13.7 PRIMARY COVERAGE**

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City, for its benefit, including self-insurance.

**13.8 WORKER’S COMPENSATION INSURANCE COVERAGE**

13.8.1 Hillwood shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and

payroll amounts and filing of any coverage agreements;

- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on Hillwood's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
  - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (B) no later than seven days after receipt by Hillwood, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after Hillwood knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice shall comply with the requirements established by the Division of Workers Compensation of the Texas Department of Insurance, or its successor agency.

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to Hillwood prior to that person beginning work on the project;

(C) provide Hillwood, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to Hillwood:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

## **ARTICLE XIV**

### **MISCELLANEOUS**

#### **14.1 LAWS AND ORDINANCES**

14.1.1 Hillwood shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. Hillwood shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

#### **14.2 GOVERNING LAW**

14.2.1 The Contract shall be governed by the laws of the State of Texas. Exclusive venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Collin County, Texas.

#### **14.3 SUCCESSORS AND ASSIGNS**

14.3.1 The City and Hillwood bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. Hillwood shall not assign this Contract without written consent of the City.

#### **14.4 SURETY BONDS**

14.4.1 Hillwood shall not be required to provide surety bonds to the City in connection to the Work.

#### **14.5 FORCE MAJEURE**

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is

beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. Hillwood will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that Hillwood submits notice thereof to the City and Public Works Director within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if Hillwood's failure to perform continues for more than twenty (20) calendar days, the City may at its option terminate this Agreement immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2.2 of this Contract.

**14.6 IMMUNITIES; DEFENSES**

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

**14.7 NO RIGHTS IN THIRD PARTIES**

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

**14.8 SEVERABILITY**

14.8.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

**14.9 AMENDMENTS; NO WAIVER**

14.9.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

**14.10 NOTICES**

14.10.1 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed to the other party or Public Works Director at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Public Works Director.

EXECUTED in single or multiple originals, this 3rd day of April, 2014.

**CITY OF LUCAS, TEXAS**

**HILLWOOD:**

---

Joni Clarke, CPM  
City Manager

---

(Signature)

---

(Type/Print Name and Title)

ATTEST:

---

(Street Address)

---

Kathy Wingo, TRMC, MMC  
City Secretary (Rev. 03/14)

---

(City/State/Zip)

APPROVED AS TO FORM:

---

Joe Gorfida, Jr.  
City Attorney



**City of Lucas  
Council Agenda Request**

Council Meeting: April 3, 2014

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: March 24, 2014

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider approval of the minutes from the March 20, 2014 Council meeting.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to **approve** the minutes from the March 20, 2014 Council meeting as presented.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City Council Regular Meeting  
March 20, 2014, at 7:00 PM  
City Hall - 665 Country Club Road  
Minutes**

**Call to Order**

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present or (Absent):

Mayor Rebecca Mark  
Councilmember Wayne Millsap  
Councilmember Steve Duke  
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele  
Councilmember Jim Olk  
Councilmember Philip Lawrence

Staff Present:

City Manager Joni Clarke  
City Attorney Joe Gorfida  
Public Works Director Stanton Foerster

Admin. Assistant Jennifer Faircloth

It was determined that a Quorum was present.  
Everyone was reminded to turn off or silence cell phones.  
Public Works Director Stanton Forester led everyone in saying the Pledge of Allegiance.

**Citizens' Input**

1) Citizens' Input.

There was no one present who wished to speak during Citizens' Input.

**Community Interest**

2) Items of Community Interest.

Mayor Rebecca Mark thanked all citizens that came to meet our new City Manager Joni Clarke. We are certainly blessed to have her in this community and to have citizens like you that care enough to come and meet her.

On Tuesday Mayor Rebecca Mark had the honor of participating once again in Mayors for Meals on Wheels. March is the month that celebrates Meals in wheels.

Mayor Mark was able to go with two volunteers and delivered several meals in both the Lucas and in the Allen area. Mayor Mark commended the volunteers who take time out of their busy life to serve the community this way.

Council Member Debbie Fisher wanted to relay a message from Cathy Bonzcar, who will be serving as Lucas' Special Election Judge on May 10<sup>th</sup>, she is looking for election clerks. There will be training closer to the election time. If you know of anyone who is interested please contact City Secretary Kathy Wingo or Jennifer Faircloth.

## Regular Agenda

- 3) Discuss and Consider approval of the minutes from the March 6, 2014 City Council Regular meeting. **[Wingo]**

Mayor Rebecca Mark mentioned that there was one request for an amendment that was previously made.

**MOTION:** Councilmember Jim Olk made a Motion to approve the minutes from the March 6, 2014 City Council Regular meeting as corrected. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 7-0.

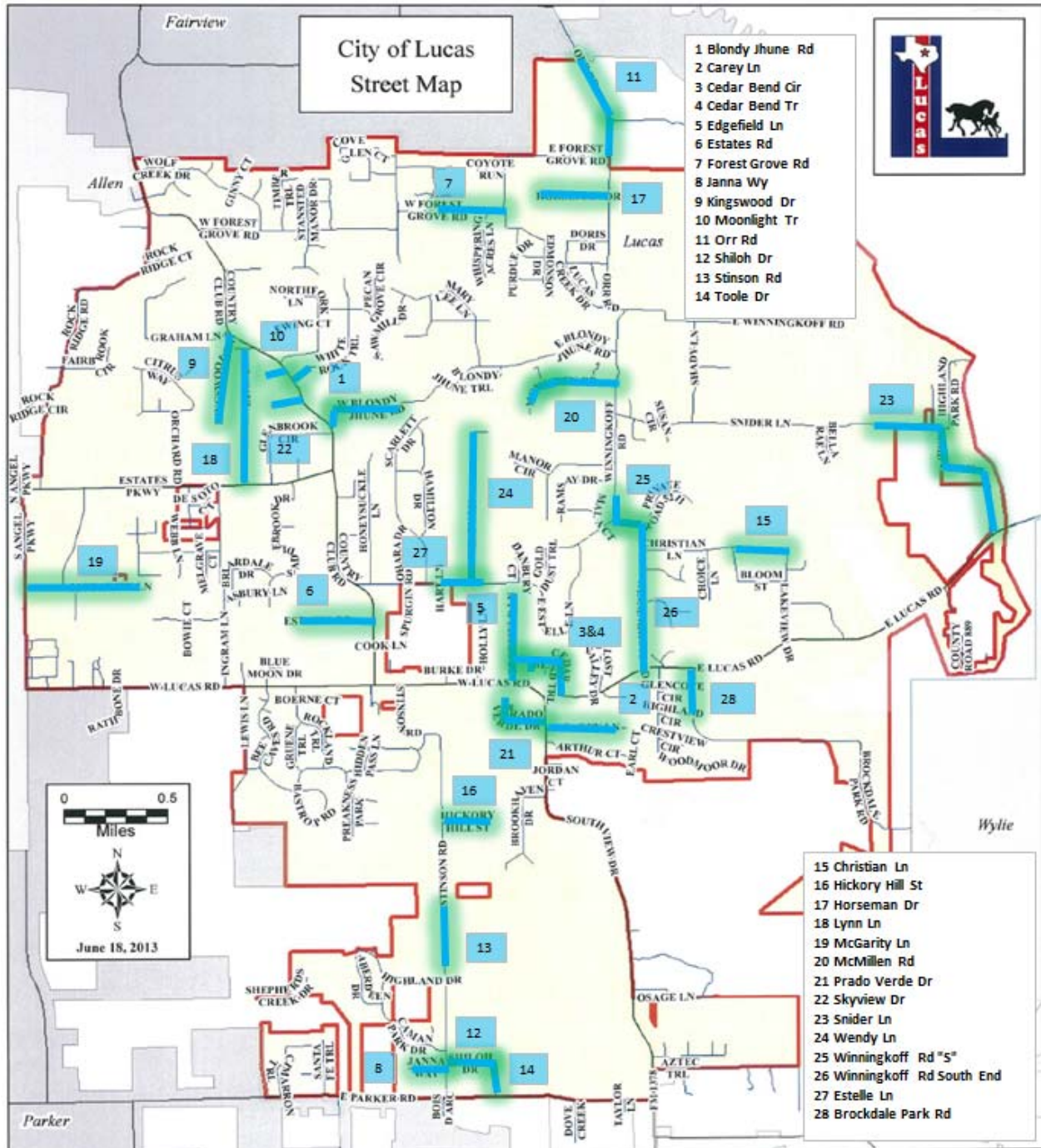
- 4) Discuss and Consider the approval of Resolution # R-2014-03-00416 of the City Council of the City of Lucas, Texas, canceling the May 10, 2014, General Election for City Officers and declaring each unopposed candidate elected to office; ordering the posting of this resolution at each polling place on election day; providing that this resolution shall be cumulative of all resolutions; providing a repealing clause; providing a severability clause; and providing an effective date. **[Wingo]**

**MOTION:** Councilmember Debbie Fisher made a Motion to approve **Resolution # R-2014-03-00416** of the City Council of the City of Lucas, Texas, canceling the May 10, 2014, General Election for City Officers and declaring Councilmember(s) Wayne Millsap and Jim Olk elected for a period of three (3) years, with terms ending May 2017. Councilmember Philip Lawrence seconded the Motion. Motion Carried. Vote: 7-0.

Mayor Rebecca Mark wanted to let the citizens know that there would be a Special Election held on May 10, 2014.

- 5) Discuss and Consider FY 13-14 roadway maintenance and street priority list as part of the implementation of the 2005 Roadway Maintenance Plan. **[Foerster]**

Public Works Director Stanton Foerster came forward to address the Council.



Staff recommends the following based on visual inspection of the roadways and a continuation of plan established in 2005:

Concrete repairs have already been completed on White Rock Trail in the amount of \$25,582.



The following streets should be moved to FY 14-15: Moonlight Trail, McGarity Lane, and Skyview Drive. Please note that Brockdale Park Road and Estelle Lane were added to the list. Kingwood Drive was added to the list in error; it is concrete and requires no maintenance. Note the “\*\*” indicates that asphalt and concrete repairs should be considered.

The needed repairs to Winningkoff Road are more substantial than what has been done as part of our yearly maintenance program. Complete restoration of the base and pavement should be considered in FY14-15.

# Proposed FY 13-14 Roadway Maintenance List

1Blondy Jhune Rd	From FM 1378 to 1500 feet east of FM 1378. Plus 500 more meet
2Winningkoff Rd	Through the s curve
2Winningkoff Rd	Southern end
3Brockdale Park Rd	Pulverize and overlay 1000
4Estelle Ln	Pulverize and overlay 1000
5Carey Ln	Pulverize 600 and overlay all
6Cedar Bend Cir	Pulverize and overlay all
7Cedar Bend Tr	Pulverize 1000 and overlay all
8Edgefield Ln	Pulverize 800 and overlay all
9Toole Dr	Pulverize and overlay all
10Forest Grove Rd	500 feet of spot repairs
11Janna Way	Pulverize 200 and overlay 200
12Shiloh Dr	Overlay only
13Stinson Rd	Pulverize 1000 and overlay 1000
14Christian Ln	Pulverize and overlay all
15Lynn Ln	Pulverize 1000 and overlay all
16Hickory Hill St	Pulverize and overlay all
17Horseman Dr	Pulverize and overlay all
18Prado Verde Dr	Pulverize 300 and overlay 600
19Snider Ln	Spot Repairs
20Wendy Ln	Pulverize and overlay 1000
21McMillen Rd	Pulverize 500 and overlay 500
22Estates Rd	Overlay
23Orr Rd	Pulverize 500 and overlay 500

# Previous Roadway Maintenance List

1 Blondy Jhune Rd	2" overlay between FM 1378 and Creek 2009
2 Winningkoff Rd	2" overlay in 2008
3 Brockdale Park Rd	None
4 Estelle Ln	Chipseal in 2006
5 Carey Ln	None
6 Cedar Bend Cir	Chipseal in 2006
7 Cedar Bend Tr	Chipseal in 2006
8 Edgefield Ln	Chipseal in 2006
9 Toole Dr	Chipseal in 2006
10 Forest Grove Rd	2008 and 2011
11 Janna Way	Non
12 Shiloh Dr	Chipseal in 2006
13 Stinson Rd	2011
14 Christian Ln	2" overlay in 2008
15 Lynn Ln	2" overlay in 2007
16 Hickory Hill St	Chipseal in 2006
17 Horseman Dr	2" overlay in 2007
18 Prado Verde Dr	Chipseal in 2006
19 Snider Ln	2006 and 2008
20 Wendy Ln	2" overlay in 2006
21 McMillen Rd	2" overlay in 2007
22 Estates Rd	2" overlay in 2009
23 Orr Rd	2006 and 2007

4

Staff would like to recommend to the city council that a workshop be scheduled to discuss roadway design of collectors and residential streets, funding strategies, establishing criteria to be used in determining priorities to create a comprehensive street maintenance and reconstruction plan.

City Manager Joni Clarke commented that Council will conduct a workshop to put a plan in place prior to the budget process. Staff hopes that the Council would be willing to start a meeting early to work out this issue. If Council agrees, a workshop could be planned for April 16<sup>th</sup> beginning at 6:00 p.m.

**MOTION:** Mayor Pro Tem Kathleen Peele make a Motion to approve the revised roadway maintenance and street priority list as presented and direct the City Manager to plan a roadway expectation workshop for the City Council and Staff. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

6) Discuss and Consider General Fund Reserves being used for guardrail repair for Blondy Jhune Road and Snider Lane bridges guardrail repair and allowing the city manager to enter into a construction agreement, as drafted and approved by the city attorney, for \$49,500 with Ed Bell Construction for said repairs.

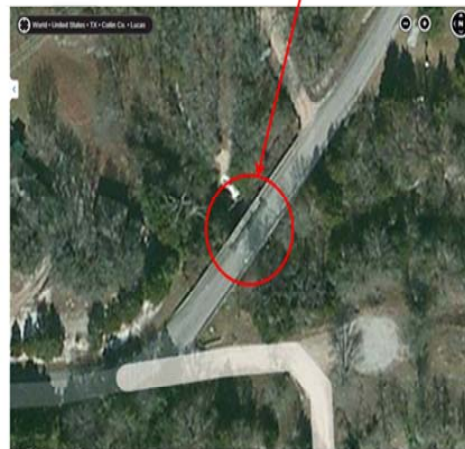
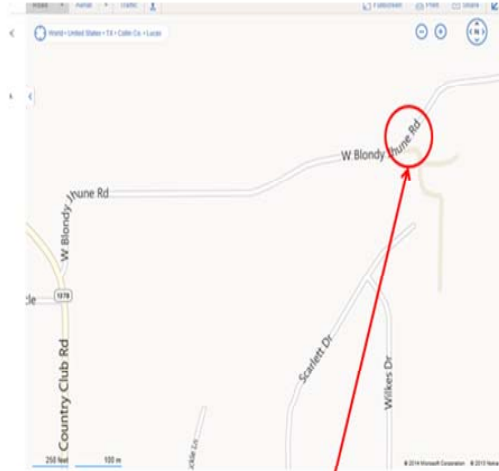
Public Works Stanton Foerster came forward to address the Council.

In December 2013, the guardrail on the western Blondy Jhune Bridge was damaged during a single car accident. Staff contacted six contractors about fixing the bridge. Ed Bell Construction was the one contractor interested in attempting the work. Staff will pursue the insurance company for repayment in the amount of \$24,500 from the motorist that damaged the bridge.

The Snider Lane Bridge guardrail is in disrepair and has been for several years. The cost to bring the damaged areas up to current standard has been estimated to be \$25,000.

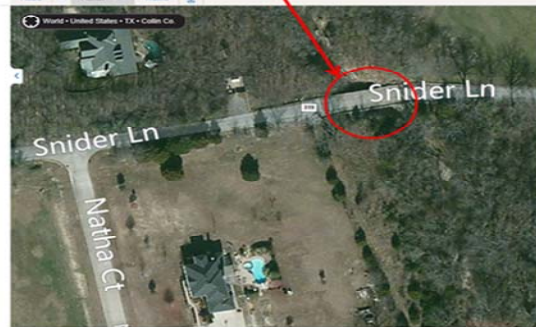
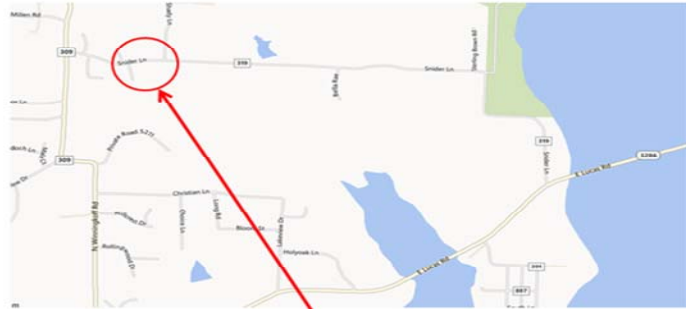
Ed Bell Construction estimate is a total package; they are not interested in working on only one bridge. The cost for both is \$49,500.

## Blondy Jhune Road Bridge



2

# Snider Lane Bridge



3

**MOTION:** Councilmember Wayne Millsap make a Motion to approve the use of \$49,500 in General Fund Reserves for guardrail repair and allowing the City Manager to enter into a construction agreement, drafted and approved by the City Attorney, for \$49,500 with Ed Bell Construction for said repairs. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

7) Discuss and Consider setting the date for the 2014 Founder's Day event.

Councilmember Debbie Fisher would like to check with Community Service Director Joe Hilbourn prior to setting a date for this year's event.

Mayor Rebecca Mark commented that the Community Service Director Joe Hilbourn is aware of the date it is always the Saturday preceding Halloween.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion that the date of October 25, 2014 be set for the annual Founder's Day Event. Councilmember Steve Duke seconded the Motion. Motion carried. Vote 7-0.

8) Adjournment.

**MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 7:48 p.m. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved on April 3, 2014 by a majority vote of the City Council.

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Rebecca Mark, Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary



**City of Lucas  
Council Agenda  
Request**

Council Meeting: April 3, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider a preliminary plat for of a tract of land situated in the James Lovelady Survey Abstract number 538. This is the second phase of Oakbrook Subdivision 44.089 acres out of a total of a 92 +/- acre tract of land, consisting of twenty-two (22) lots; lots in the city are currently zoned R-1.5; and lots in the county conform to R-1.5.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**SUMMARY:**

This parcel has an approved development agreement with an approved layout. This plat conforms to the City's Subdivision Regulations and the approved concept plan.

**MOTION:**

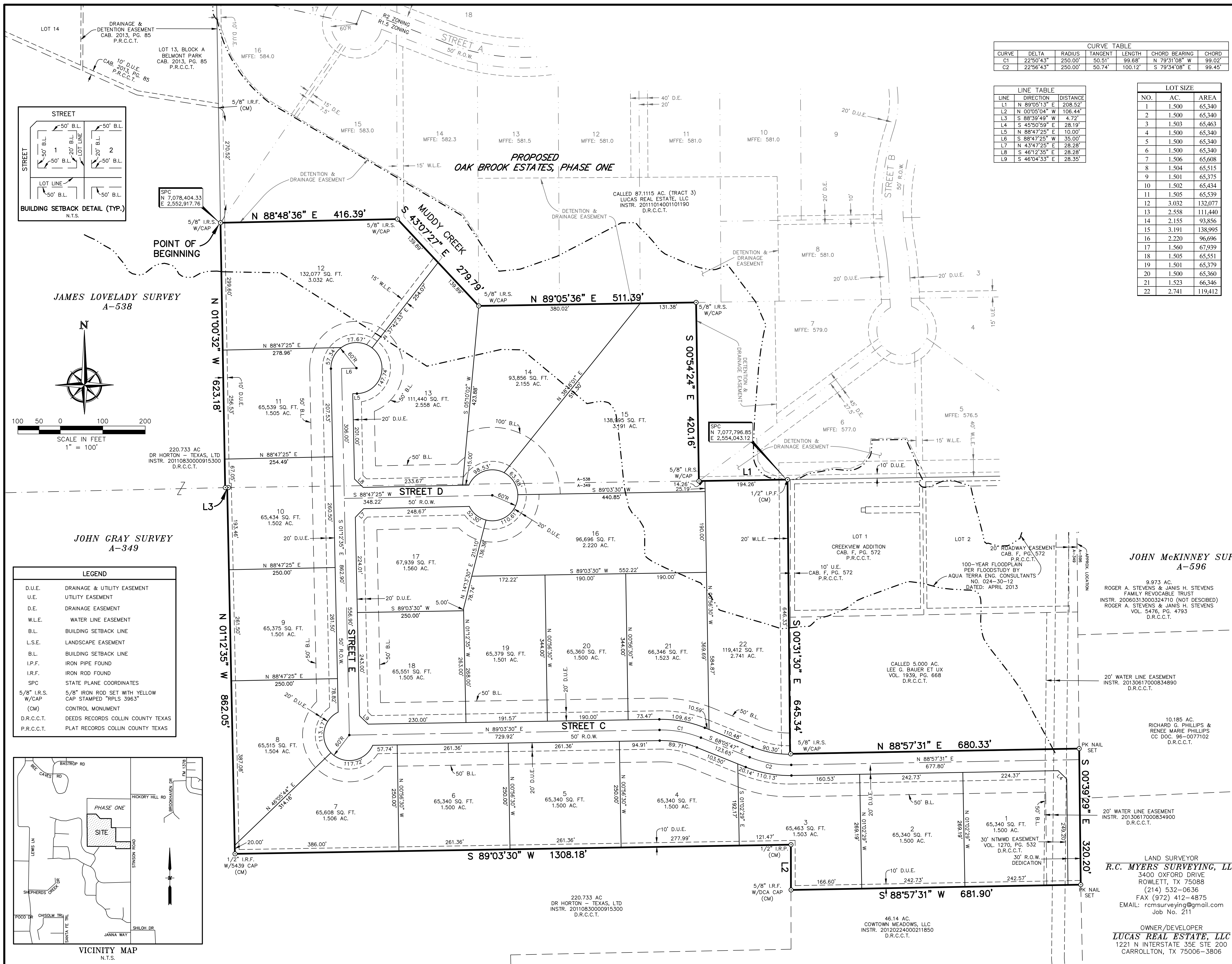
I make a Motion to **approve/deny** the preliminary plat for of a tract of land situated in the James Lovelady Survey Abstract number 538. This is the second phase of Oakbrook Subdivision 44.089 acres out of a total of a 92 +/- acre tract of land, consisting of twenty-two (22) lots; lots in the city are currently zoned R-1.5; and lots in the county conform to R-1.5.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:                     /                      
City Manager:                     /





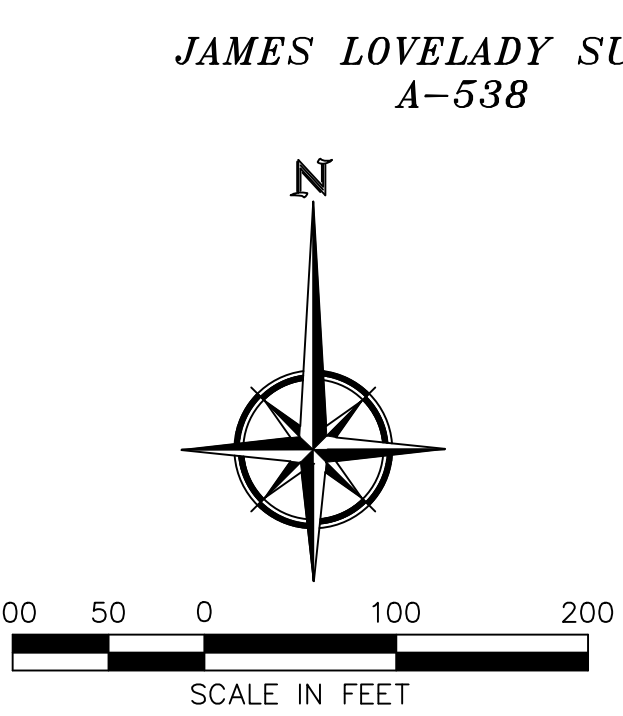
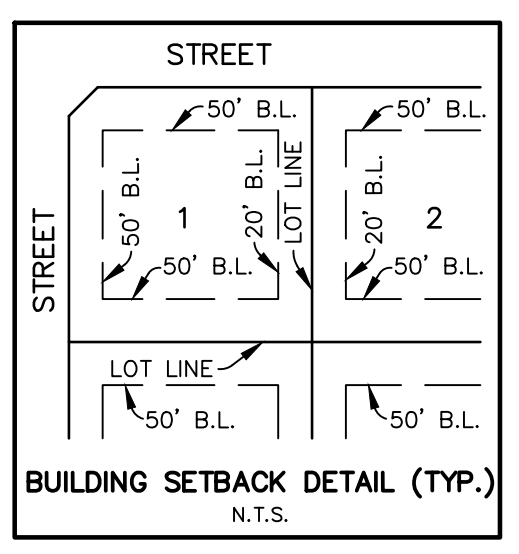
CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	22°50'43"	250.00'	50.51'	99.68'	N 79°31'08" W	99.02'
C2	22°56'43"	250.00'	50.74'	100.12'	S 79°34'08" E	99.45'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 89°05'13" E	208.52'
L2	N 00°05'04" W	106.44'
L3	S 88°39'49" W	4.72'
L4	S 45°50'59" E	28.19'
L5	N 88°47'25" E	10.00'
L6	S 88°47'25" W	35.00'
L7	N 43°47'25" E	28.28'
L8	S 46°12'35" E	28.28'
L9	S 46°04'33" E	28.35'

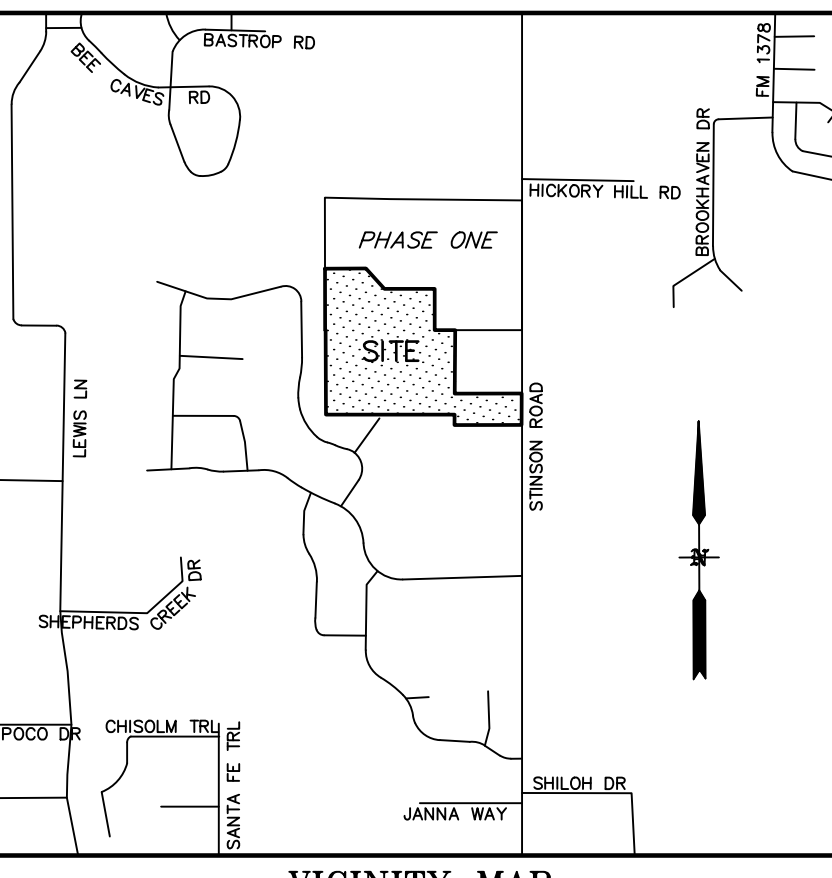
LOT SIZE		
NO.	AC.	AREA
1	1.500	65,340
2	1.500	65,340
3	1.503	65,463
4	1.500	65,340
5	1.500	65,340
6	1.500	65,340
7	1.506	65,608
8	1.504	65,515
9	1.501	65,375
10	1.502	65,434
11	1.505	65,539
12	3.032	132,077
13	2.558	111,440
14	2.155	93,856
15	3.191	138,995
16	2.220	96,696
17	1.560	67,939
18	1.505	65,551
19	1.501	65,379
20	1.500	65,360
21	1.523	66,346
22	2.741	119,412

- NOTES:
- By graphical plotting, part of the parcel described hereon lies within Zone "A", as delineated on the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48085C0405 J, dated June 02, 2009, as published by the Federal Emergency Management Agency. Zone "A" is defined as "Special flood hazard areas inundated by 100-year flood; No Base flood elevations determined." The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency or some other source. This statement shall not create liability on the part of the surveyor.
  - Lots or portions of lots within the floodplain or areas of special flood hazard require a development permit prior to issuance of a building permit or commencement of construction including site grading, on all or part of those lots.
  - Grades are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (TX83-NGF).
  - Property owners to maintain property including drainage and utility easements to the edge of pavement.
  - Only wrought iron fences permitted within drainage easements.
  - A 5/8-inch iron rod with yellow cap stamped "RPLS 3963" will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights-of-way unless otherwise shown or noted in this drawing after development is completed.
  - Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
  - Benchmark: An "x" cut in south end of a concrete headwall on the west side of Stinson Road at Muddy Creek. Elev. 569.65'

**North Texas Municipal Water District (NTMWD) Note:**  
 The NTMWD easement restricts construction of permanent structures such as foundations, walls, pools and permanent storage buildings. Items such as driveways, fences, sprinkler systems and normal landscaping plans that encroach on the NTMWD easements are allowed. However, the NTMWD assumes no responsibility for damages resulting from the need to repair or maintain the NTMWD pipelines. Further, any cost for repair for damage to the pipelines resulting from construction by the developer, contractor or owner will be the responsibility of the developer, contractor or owner.



LEGEND	
D.U.E.	DRAINAGE & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.L.E.	WATER LINE EASEMENT
B.L.	BUILDING SETBACK LINE
L.S.E.	LANDSCAPE EASEMENT
B.L.	BUILDING SETBACK LINE
I.P.F.	IRON PIPE FOUND
I.R.F.	IRON ROD FOUND
SPC	STATE PLANE COORDINATES
5/8" I.R.S. W/CAP	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3963"
(CM)	CONTROL MONUMENT
D.R.C.C.T.	DEEDS RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS



**JOHN McKINNEY SURVEY A-596**

9.973 AC.  
 ROGER A. STEVENS & JANIS H. STEVENS  
 FAMILY REVOCABLE TRUST  
 INSTR. 20060313000324710 (NOT DESCRIBED)  
 ROGER A. STEVENS & JANIS H. STEVENS  
 VOL. 5476, PG. 4793  
 D.R.C.C.T.

20' WATER LINE EASEMENT  
 INSTR. 20130617000834890  
 D.R.C.C.T.

10.185 AC.  
 RICHARD G. PHILLIPS &  
 RENEE MARIE PHILLIPS  
 CC DOC. 96-0077102  
 D.R.C.C.T.

LAND SURVEYOR  
**R.C. MYERS SURVEYING, LLC**  
 3400 OXFORD DRIVE  
 ROWLETT, TX 75088  
 (214) 532-0636  
 FAX (972) 412-4875  
 EMAIL: rcmsurveying@gmail.com  
 Job No. 211

OWNER/DEVELOPER  
**LUCAS REAL ESTATE, LLC**  
 1221 N INTERSTATE 35E STE 200  
 CARROLLTON, TX 75006-3806

**EXISTING ZONING: AG**  
**PROPOSED ZONING: R1.5**  
**22 RESIDENTIAL LOTS**  
**DENSITY: 1 LOT PER 2.004 ACRES GROSS**  
**AVG. LOT SIZE: 1.819 ACRE**  
**MIN. LOT SIZE: 1.500 ACRE**

**PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY**

**PRELIMINARY PLAT OAK BROOK ESTATES PHASE TWO**

LOTS 1-22, BLOCK B  
 22 RESIDENTIAL LOTS  
 BEING 44.089 ACRES  
 SITUATED IN THE  
 JOHN GRAY SURVEY, ABSTRACT NO. 349 &  
 JAMES LOVELADY SURVEY, ABSTRACT NO. 538  
 CITY OF LUCAS, COLLIN COUNTY, TEXAS

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
 TEXAS FIRM REG. NO. 001145  
 201 WINDCO CIRCLE, SUITE 200, WYLE TEXAS 75098  
 (972) 941-8400 FAX (972) 941-8401



OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LUCAS REAL ESTATE, LLC., BEING the owner of a 44.089 acre tract of land situated in the John Gray Survey, Abstract No. 349 and the James Lovelady Survey, Abstract No. 538, City of Lucas, Collin County, State of Texas, and being part of that certain part of 87.1115 acre tract of land (Tract 3) described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20111014001101190, Deed Records, Collin County, Texas, and all of that certain 5.00 acre tract of land described in deed to Lucas Real Estate, LLC, as recorded in Instrument 20140107000014490 of said Deed Records, said 44.089 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the a common boundary line of a 59.030 acre tract and a 86.548 acre tract described in a boundary line agreement, as recorded in Instrument 20061020001510100 of said Deed Records;

THENCE Easterly, with the southerly boundary lines of Oak Brook Estates, Phase One, a proposed addition to the City of Lucas, the following courses:

- North 88 degrees 48 minutes 36 seconds East, a distance of 416.39 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;
South 43 degrees 07 minutes 27 seconds East, a distance of 279.79 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;
North 89 degrees 05 minutes 36 seconds East, a distance of 511.39 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;
South 00 degrees 54 minutes 24 seconds East, a distance of 420.16 feet, to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;
North 89 degrees 05 minutes 13 seconds East, a distance of 208.52 feet, to a 1/2-inch iron pipe found for an interior ell corner of said 87.1115 acre tract;

THENCE South 00 degrees 31 minutes 30 seconds East, with an easterly boundary line of said 87.1115 acre tract, a distance of 645.34 feet to a point for corner;

THENCE North 88 degrees 57 minutes 31 seconds East, passing a 5/8-inch iron rod with cap stamped "DCA" found for the northwest corner of said 5.00 acre tract and the southwest corner of a 5,000 acre tract of land described in deed to Lee G. Bauer and Betty A. Bauer, as recorded in Volume 1939, Page 668 of said Deed Records, and continuing with the common boundary line of said 5.00 acre Lucas Real Estate tract and said 5,000 acre Bauer tract, a total distance of 680.33 feet to a PK Nail set for the southeast corner of said 5,000 acre Bauer tract and the northeast corner of said 5.00 acre Lucas Real Estate tract, said corner being in Stinson Road, an undedicated public road;

THENCE South 00 degrees 39 minutes 29 seconds East, with the east boundary line of said 5.00 acre Lucas Real Estate tract, a distance of 320.20 feet to a PK Nail set for the southeast corner of said 5.00 acre Lucas Real Estate tract and the northeast corner of a 46.14 acre tract of land described in deed to Cowtown Meadows, LLC, as recorded in Instrument 20120224000211850 of said Deed Records;

THENCE South 88 degrees 57 minutes 31 seconds West, with the common boundary line of said 5.00 acre tract and said 46.14 acre tract, a distance of 681.62 feet to a 5/8-inch iron rod with cap stamped "DCA" found for the southwest corner of said 5.00 acre tract and an exterior ell corner of said 46.14 acre tract, said corner being in an east boundary line of a 220.733 acre tract of land described in deed to DR Horton - Texas, Ltd, as recorded in Instrument 20110830000915300 of said Deed Records;

THENCE North 00 degrees 05 minutes 04 seconds West, with the common boundary line of said 5.00 acre tract and said 220.733 acre tract, a distance of 106.44 feet to a 1/2-inch iron rod found for an easterly corner of said 87.1115 acre tract and an exterior ell corner of said 220.733 acre tract;

THENCE South 89 degrees 03 minutes 30 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 1308.18 feet to a 1/2-inch iron rod with cap stamped "5439" found for the southwest corner of said 87.1115 acre tract and an interior ell corner of said 220.733 acre tract;

THENCE North 01 degrees 12 minutes 35 seconds West, with a common boundary line of said 87.1115 acre tract and said 220.733 acre tract, a distance of 862.05 feet to a 5/8-inch iron rod with cap stamped "5439" found in the common boundary line of said 59.030 acre tract and said 86.548 acre tract described in said boundary line agreement;

THENCE South 88 degrees 39 minutes 49 seconds West, with the common boundary line of said 59.030 acre tract and said 86.548 acre tract, a distance of 4.72 feet to a point for corner;

THENCE North 01 degrees 00 minutes 32 seconds West, with the common boundary line of said 59.030 acre tract and said 86.548 acre tract, a distance of 623.18 feet to the POINT OF BEGINNING AND CONTAINING 1,920,526 square feet or 44.089 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, LUCAS REAL ESTATE, LLC., does hereby adopt this plat designating the herein described property as OAK BROOK ESTATES, PHASE TWO, an addition to the City of Lucas, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Lucas's use thereof. The City of Lucas and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the systems in said Easements. The City of Lucas and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of their respective systems without the necessity at any time procuring the permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolution of the City of Lucas, Texas.

FOR: LUCAS REAL ESTATE, LLC.

BY: BRADFORD PHILLIPS

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bradford Phillips, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of Texas
My Commission Expires: \_\_\_\_\_

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

Chairman, Planning and Zoning Commission Date

ATTEST:

Signature Date

Name Date

The The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his/her approval is required.

Director of Public Works Date

The Director of Planning and Community Development of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

Director of Planning and Community Development Date

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert C. Myers, hereby certify, that I prepared this plat was made from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission

Preliminary, this document shall not be recorded for any purpose.

ROBERT C. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 3963

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert C. Myers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of Texas
My Commission Expires: 02/14/2015

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

On-Site Sewage Facilities (OSSF) Notes:

- 1. All lots must utilize alternative type On-Site Sewage Facilities.
2. All lots must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
3. A portion of lots 12-16 and 21-22 are located within the 100-year flood plain:
- Any OSSF that is located within the 100-year flood plain is subject to special planning requirements.
- All electrical/mechanical appurtenances located within the 100-year flood plain must be elevated at least 1' above base flood elevation.
- A certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2' above base flood elevation must accompany any permit application for a structure that is proposed to be located within the curvilinear line of the 100-year flood plain.
4. Tree removal and/or grading for OSSF may be required on individual lots.
5. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

PRELIMINARY PLAT
FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
OAK BROOK ESTATES
PHASE TWO

LOTS 1-22, BLOCK B
22 RESIDENTIAL LOTS

BEING 44.089 ACRES
SITUATED IN THE
JOHN GRAY SURVEY, ABSTRACT NO. 349 &
JAMES LOVELADY SURVEY, ABSTRACT NO. 538
CITY OF LUCAS, COLLIN COUNTY, TEXAS

LAND SURVEYOR
R.C. MYERS SURVEYING, LLC
3400 OXFORD DRIVE
ROWLETT, TX 75088
(214) 532-0636
FAX (972) 412-4875
EMAIL: rcmsurveying@gmail.com
Job No. 211

OWNER/DEVELOPER
LUCAS REAL ESTATE, LLC
1221 N INTERSTATE 35E STE 200
CARROLLTON, TX 75006-3806

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001146
201 WINDCO CIRCLE, SUITE 200, WYLE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401





# City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a preliminary plat for of a tract of land situated in the L & G N Survey Abstract Number 1060, and the John McKinney Survey Abstract Number 596 being 41.527 acres out of 232.162 acre tract of land. This is the first phase in a proposed 120 +/- lots subdivision located off of Parker Road, more commonly known as the Hunt property.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**SUMMARY:**

This parcel has an approved development agreement with an approved layout. This plat conforms to the City's Subdivision Regulations and the approved concept plan.

**MOTION:**

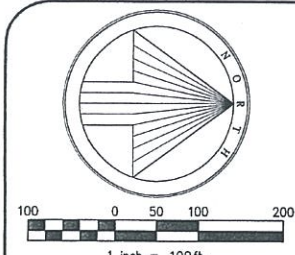
I make a Motion to approve the preliminary plat for of a tract of land situated in the L & G N Survey Abstract Number 1060, and the John McKinney Survey Abstract Number 596 being 41.527 acres out of 232.162 acre tract of land. This is the first phase in a proposed 120 +/- lots subdivision located off of Parker Road, more commonly known as the Hunt property.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_





Basis of bearing, horizontal and vertical position derived from the Texas WGS RTK Network-Texas State Plane Coordinate System, NAD83, North Central Zone (4202).

**LEGEND**  
(Not all items may be applicable)

1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED
IRF IRON ROD FOUND
CRF CAPED IRON ROD FOUND
IPF IRON PIPE FOUND
AMP ALUMINUM MONUMENT FOUND
CM CONCRETE MONUMENT FOUND
EASEMENT
BL BUILDING LINE SETBACK
ULZ UTILITY
DE DRAINAGE EASEMENT
DUE DRAINAGE AND UTILITY EASEMENT
UE UTILITY EASEMENT
WE WATER EASEMENT
SSE SANITARY SEWER EASEMENT
SE SIDEWALK EASEMENT
SE SITE EASEMENT
FAE FIRELANE, ACCESS, & UTILITY EASEMENT
HW WASTE WATER EASEMENT
H.O.A. Home Owners Association
WME WALL MAINTENANCE EASEMENT
HBE HIKE & BIKE TRAIL EASEMENT
VMA VISIBILITY, ACCESS & MAINTENANCE EASEMENT
BY THIS PLAT
RIGHT-OF-WAY
Min. FF MINIMUM FINISH FLOOR ELEVATION
BL BUILDING LINE
SC CENTERLINE
BD BLOCK DESIGNATION
SF STREET FRONTAGE
CAB CABINET
Vol. VOLUME
Pg. PAGE
No. NUMBER
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM FLOOD INSURANCE RATE MAP
N/S NOT TO SCALE
Ord. No. ORDINANCE NUMBER
Inst./Doc. INSTRUMENT OR DOCUMENT
(DRCC) DEED RECORDS, COLLIN COUNTY, TEXAS
(DRCC) PLAT RECORDS, COLLIN COUNTY, TEXAS
(DRCC) OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(DRCC) DEED RECORDS, DENTON COUNTY, TEXAS
(DRCC) PLAT RECORDS, DENTON COUNTY, TEXAS
(DRCC) OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
(DRCC) DEED RECORDS, DALLAS COUNTY, TEXAS
(DRCC) MAP RECORDS, DALLAS COUNTY, TEXAS
(DRCC) OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
BARBED WIRE FENCE
OVERHEAD POWER LINE

- NOTES:**
1. Preliminary Plat - FOR INSPECTION PURPOSES ONLY.
  2. Any bar ditches less than 1% slope must be concrete lined 24" wide, 5" thick with a 15 inch rebar grid.
  3. During construction process, a 3rd party inspector must verify trench backfill within the public right of ways.
  4. No part of the subject property is located within a FEMA 100 year flood plain per FEMA map panel 48085C0415J dated June 2, 2009.

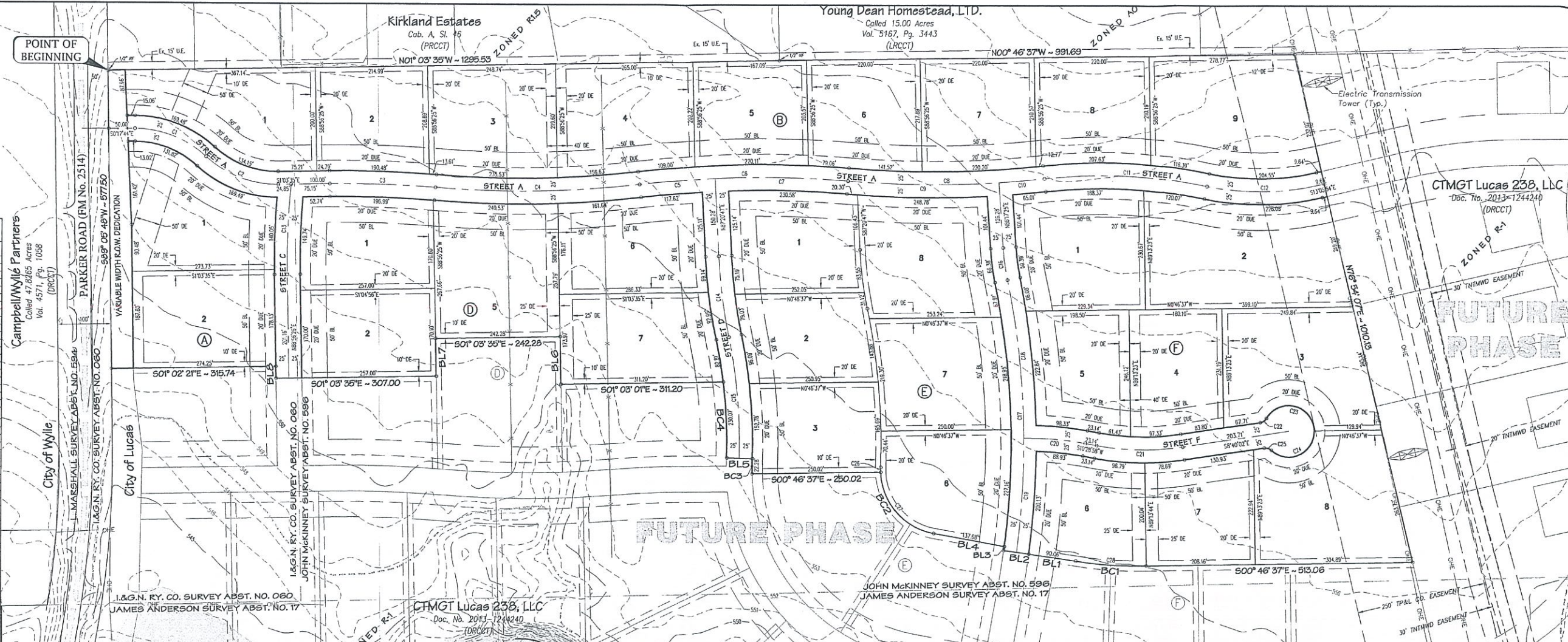
**Robert G. Timmons**  
Called 1.818 Acres  
Vol. 4706, Pg. 756  
(LRCT)

**Walter H. Smith**  
Called 1.315 Acres  
Vol. 4296, Pg. 1204  
(DRCC)

**Matthew A. James ET UX**  
Called 1.018 Acres  
Vol. 4713, Pg. 2365  
(DRCC)

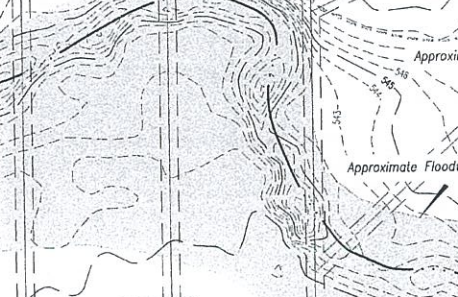
**Eddy F. Blankenship ET UX**  
Called 1.0014 Acres  
Vol. 3253, Pg. 362  
(DRCC)

**Thomas L. Seessume**  
Vol. 1269, Pg. 332  
(DRCC)



**Centerline Curve Table**

Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C1	150.65'	200.00'	79.10'	147.11'	S21°17'01"W	43°09'30"
C2	153.32'	200.00'	80.65'	149.59'	S20°54'06"W	43°55'22"
C3	201.58'	2015.00'	100.88'	201.50'	S01°48'22"W	5°43'55"
C4	397.17'	1985.00'	199.25'	396.50'	S01°03'35"E	11°27'50"
C5	144.42'	2015.00'	72.24'	144.38'	S04°44'19"E	4°06'23"
C6	403.17'	2015.00'	202.26'	402.50'	S01°03'35"E	11°27'50"
C7	258.75'	2015.00'	129.55'	258.57'	S00°59'36"W	7°21'27"
C8	379.28'	1985.00'	190.22'	378.70'	S00°48'06"E	10°56'51"
C9	290.39'	1985.00'	145.46'	290.13'	S00°28'52"W	8°22'55"
C10	88.88'	1985.00'	44.45'	88.88'	S04°59'33"E	2°33'56"
C11	316.23'	1015.00'	159.41'	314.95'	S02°39'00"W	17°51'03"
C12	215.32'	500.00'	109.35'	213.66'	S00°45'41"E	24°40'25"
C13	174.88'	1500.00'	87.54'	174.78'	S87°43'12"E	6°40'47"
C14	158.17'	1000.00'	79.25'	158.01'	N82°48'54"E	9°03'46"
C15	235.97'	1000.00'	118.54'	235.42'	N85°02'37"E	13°31'12"
C16	62.88'	450.00'	31.49'	62.83'	N82°17'13"E	8°00'24"
C17	530.53'	1550.00'	267.88'	527.94'	N88°05'21"E	19°36'39"
C18	308.67'	1550.00'	154.85'	308.16'	N83°59'19"E	11°24'36"
C19	221.85'	1550.00'	111.12'	221.66'	S86°12'21"E	8°12'03"
C20	118.43'	600.00'	59.41'	118.24'	S04°49'40"W	11°18'35"
C21	167.11'	500.00'	84.34'	166.34'	S00°54'28"W	19°09'00"
C22	15.19'	17.00'	8.14'	14.69'	S34°15'27"E	51°10'49"
C23	246.41'	50.00'	-40.23'	62.69'	S81°19'57"W	282°21'42"
C24	246.41'	50.00'	-40.23'	62.69'	S81°19'57"W	282°21'42"
C25	15.19'	17.00'	8.14'	14.69'	N16°55'23"E	51°10'51"
C26	9.31'	125.00'	4.66'	9.31'	S89°56'16"E	4°15'58"
C27	178.27'	125.00'	108.11'	163.54'	N51°20'20"E	81°42'45"
C28	136.39'	694.02'	68.41'	136.17'	N03°55'43"E	11°15'35"



**Lot Area Table**

Parcel #	Block #	Square Feet	Acreage
1	A	54452.85	1.25
2	A	51458.90	1.18

**Lot Area Table**

Parcel #	Block #	Square Feet	Acreage
1	B	55451.36	1.27
2	B	43560.49	1.00
3	B	53938.08	1.24
4	B	56114.42	1.29
5	B	44222.73	1.02
6	B	46554.67	1.07
7	B	47584.82	1.09
8	B	45440.20	1.04
9	B	69626.65	1.60

**Lot Area Table**

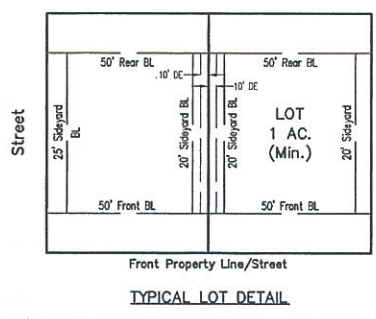
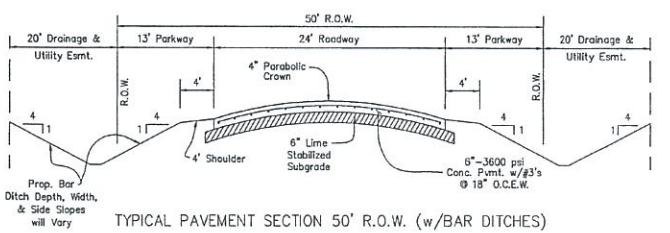
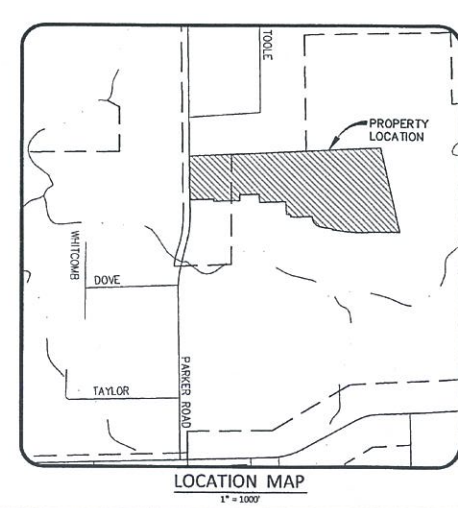
Parcel #	Block #	Square Feet	Acreage
1	D	45396.52	1.04
2	D	43702.90	1.00
5	D	63061.94	1.45
6	D	51947.75	1.19
7	D	51949.25	1.19

**Lot Area Table**

Parcel #	Block #	Square Feet	Acreage
1	E	49490.96	1.14
2	E	43769.06	1.00
3	E	43756.15	1.00
6	E	48111.79	1.10
7	E	54777.75	1.26
8	E	58788.34	1.35

**Lot Area Table**

Parcel #	Block #	Square Feet	Acreage
1	F	56762.17	1.30
2	F	79183.24	1.82
3	F	61177.10	1.40
4	F	43560.03	1.00
5	F	43559.85	1.00
6	F	43559.82	1.00
7	F	43560.25	1.00
8	F	66644.81	1.53



**Boundary Curve Table**

Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
BC1	136.39'	694.02'	68.41'	136.17'	S03°55'43"W	11°15'35"
BC2	168.96'	125.00'	100.23'	156.39'	S49°12'21"W	77°26'47"
BC3	29.28'	490.37'	14.64'	29.27'	N89°08'47"W	3°25'15"
BC4	147.26'	975.00'	73.77'	147.12'	S87°28'36"W	8°39'14"

**Boundary Line Table**

Line #	Length	Direction
BL1	90.06'	S08°40'35"W
BL2	50.00'	S07°53'40"W
BL3	7.94'	N82°15'17"W
BL4	137.68'	S10°28'58"W
BL5	50.00'	S01°48'13"W
BL6	92.24'	S88°56'25"W
BL7	73.24'	N88°56'25"E
BL8	23.03'	S88°56'25"W

**PRELIMINARY PLAT**  
**HUNT PROPERTY PHASE 1**

LOTS 30, BLOCK 5  
LOTS 1-2, BLOCK A  
LOTS 1-9, BLOCK B  
LOTS 1-2 & 5-7, BLOCK D  
LOTS 1-3 & 6-8, BLOCK E  
LOTS 1-8, BLOCK F

41.527 ACRES OUT OF THE  
L.G.N. RY. CO. SURVEY - ABSTRACT NO. 1060  
JOHN MCKINNEY SURVEY - ABSTRACT NO. 596  
CITY OF LUCAS, COLLIN COUNTY, TEXAS  
ZONING DISTRICT R-1

OWNER / APPLICANT  
CTMGT Lucas 238, LLC  
520 Central Parkway East, Suite 104  
Carrollton, Texas 75006  
Telephone: (972) 422-9880  
Contact: Steve Lenart

ENGINEER / SURVEYOR  
Spiars Engineering, Inc.  
765 Custer Road, Suite 100  
Plano, TX 75075  
Telephone: (972) 422-0077  
TBPE No. F-2121  
Contact: Matt Dorsett

Scale: 1"=100' February 2014 SEI Job No. 13-033



Legal Description

BEING part of a 232.162 acre tract of land, situated in the I.&G.N. RY. CO. Survey, Abstract No. 1060, and the John McKinney Survey, Abstract No. 596, City of Lucas, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to CTMGT Lucas 238, LLC according to the deed recorded in 2013-1244240 of the deed records of Collin County, Texas (D.R.C.C.T.), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the southwest corner of said CTMGT LUCAS 238, LLC tract and being in the north right-of-way line of Parker Road (FM No. 2514) (100' Public R.O.W.), some being in the southeast corner of Lot 23 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County Texas, according to the plat thereof recorded in Cabinet A, Slide 46, Plat Records, Collin County, Texas (P.R.C.C.T.);

THENCE, N 01°03'35" W, departing said north right-of-way line of Parker Road, with the westerly line of said JCDB HOLDINGS, a distance of 1295.53 feet to a 1/2" iron rod found for corner;

THENCE, N 00°46'37" W, a distance of 991.69 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, N 76°54'07" E, a distance of 1010.13 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 00°46'37" E, a distance of 513.06 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the right having a central angle of 111°5'35", a radius of 694.02 feet, a chord of S 03°35'43" W - 136.17 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set, an arc length of 136.39 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 06°40'35" W, a distance of 90.06 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 07°53'40" W, a distance of 50.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, N 82°15'17" W, a distance of 7.94 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 10°28'58" W, a distance of 137.68 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the right having a central angle of 77°26'47", a radius of 125.00 feet, a chord of S 49°12'21" W - 156.39 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set, an arc length of 168.96 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 00°46'37" E, a distance of 250.02 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE around a non-tangent curve to the right having a central angle of 03°25'15", a radius of 490.37 feet, a chord of N 89°08'47" W - 29.27 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set, an arc length of 29.28 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 01°48'13" W, a distance of 50.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE around a non-tangent curve to the left having a central angle of 08°39'14", a radius of 975.00 feet, a chord of S 87°28'36" W - 147.12 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set, an arc length of 147.26 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 01°03'01" E, a distance of 311.20 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 88°56'25" W, a distance of 92.24 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 01°03'35" E, a distance of 242.28 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, N 88°56'25" E, a distance of 73.24 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 01°03'35" E, a distance of 307.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 88°56'25" W, a distance of 23.03 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;

THENCE, S 01°02'21" E, a distance of 315.74 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set in said north right-of-way line;

THENCE, S 89°05'48" W, continuing along said right-of-way, a distance of 577.50 feet to the POINT OF BEGINNING with the subject tract containing 1,808,922 square feet or 41.527 acres of land.

DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CTMGT Lucas 238, LLC is the Owner of the above described project and does hereby adopt this plat designating the herein described property as Hunt Property Phase 1 Lots 1-2 Block A, Lots 1-9 Block B, Lots 1-2 and 3-7 Block D, Lots 1-3 and 6-8 Block E, Lots 1-8 Block F on addition to City of Lucas, Texas and does hereby dedicate to the public use forever the right-of-way, streets, easements, and alleys plotted herein.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Lucas, Texas.

Authorized Representative  
CTMGT Lucas 238, LLC

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Owner(s), known to me to be the person(s) whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for  
the State of Texas

SURVEYOR'S CERTIFICATE

I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lucas, Texas.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PRELIMINARY, NOT TO BE FILED

DARREN K. BROWN, R.P.L.S. NO. 5252



STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public, State of Texas

The Preliminary Plat for HUNT PROPERTY PHASE 1 as approved by the City Council for the City of Lucas on \_\_\_\_\_, 2014 is authorized for use with Engineering Plans for the construction of public improvements as approved by the City Engineer. A Final Plat shall be approved by the Planning and Zoning Commission upon completion of all public improvements or the provision of an Improvement Agreement under the terms of the Subdivision and Development Ordinance and submission of a Final Plat in compliance with the Subdivision and Development Ordinance of the City of Lucas.

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

Chairman, Planning and Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Development Code and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

Director of Public Works \_\_\_\_\_ Date \_\_\_\_\_

The Director of Planning and Community Development of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Development Code and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

Director of Planning and Community Development \_\_\_\_\_ Date \_\_\_\_\_

PRELIMINARY PLAT  
HUNT PROPERTY PHASE 1

OWNER / APPLICANT  
CTMGT Lucas 238, LLC  
520 Central Parkway East, Suite 104  
Carrollton, Texas 75006  
Telephone (972) 422-9880  
Contact: Steve Lenart

ENGINEER / SURVEYOR  
Spiars Engineering, Inc.  
765 Custer Road, Suite 100  
Plano, TX 75075  
Telephone: (972) 422-0077  
TBPE No. F-2121  
Contact: Matt Dorsett

LOTS 30, BLOCK 5  
LOTS 1-2, BLOCK A  
LOTS 1-9, BLOCK B  
LOTS 1-2 & 5-7, BLOCK D  
LOTS 1-3 & 6-8, BLOCK E  
LOTS 1-8, BLOCK F  
41.527 ACRES OUT OF THE  
I.&G.N. RY. CO. SURVEY ~ ABSTRACT NO. 1060  
JOHN MCKINNEY SURVEY ~ ABSTRACT NO. 596  
CITY OF LUCAS, COLLIN COUNTY, TEXAS  
ZONING DISTRICT R-1



# City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a preliminary plat submitted by Matt Moore on behalf of George Rybar and Donald & Glenda Goodrich, for Rimrock Estates, a tract of land situated in the James Grayum Survey, Abstract # 354 being 20.564 acres of land, creating ten (10) new lots with Tracts 1 and 3, the property is currently zoned R-2 and located along Estates Parkway.

**RECOMMENDED ACTION:**

Staff recommends approval as presented.

**SUMMARY:**

Matt Moore has submitted an application for a ten lot subdivision located on Estates Parkway. The current zoning of the property is R-2, this meets the City's approved Comprehensive Plan. The ten lots include the private road in their lot calculation.

**MOTION:**

I make a Motion to **approve** the preliminary plat submitted by Matt Moore on behalf of George Rybar and Donald & Glenda Goodrich, for Rimrock Estates, a tract of land situated in the James Grayum Survey, Abstract # 354 being 20.564 acres of land, creating ten (10) new lots with Tracts 1 and 3, the property is currently zoned R-2 and located along Estates Parkway.

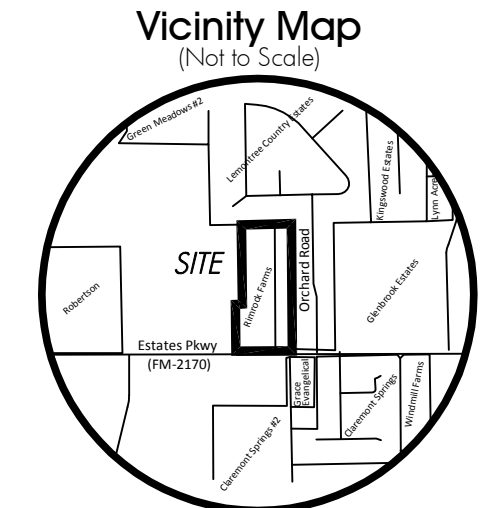
**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

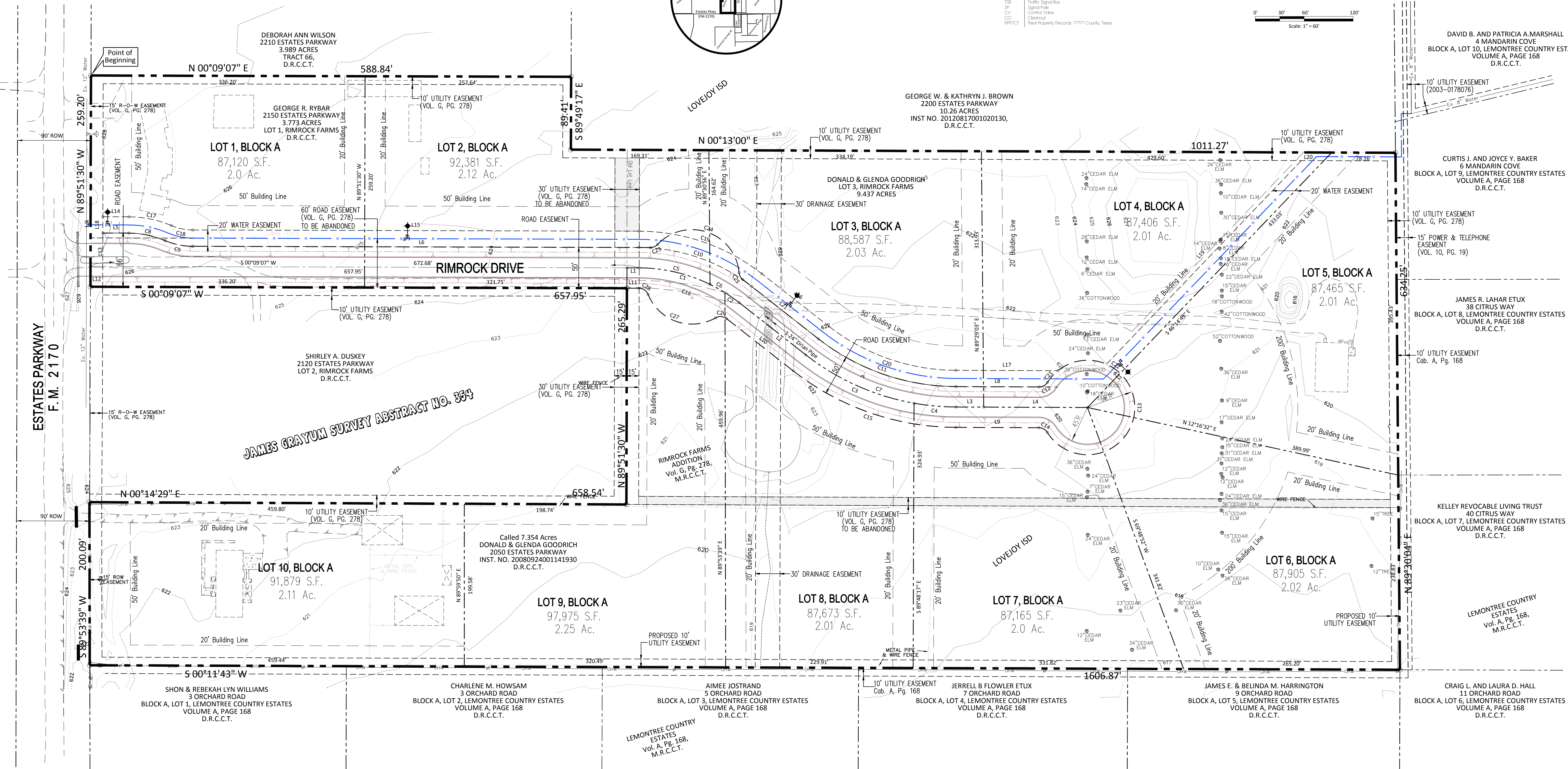
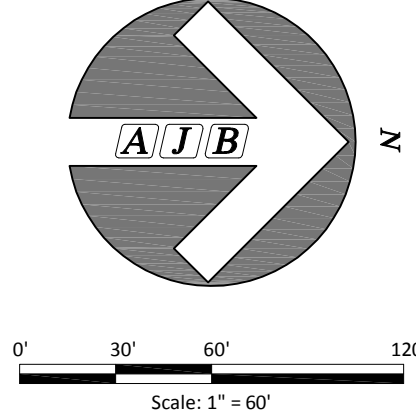
City Manager: \_\_\_\_\_ / \_\_\_\_\_





LEGEND

EE	Iron Road Found
ES	Iron Road Set
EP	Power Pole
GW	Gray Wire
PH	Fire Hydrant
WV	Water Valve
WM	Water Meter
SSM	Sanitary Sewer Manhole
LP	Light Pole
GM	Gas Meter
TV	Cable TV
TS	Telephone Headset
TSB	Traffic Signal Box
SP	Signal Pole
CV	Control Valve
CD	Clearcut
RP	Real Property Records: 7777 County, Texas



**JAMES GRAYUM SURVEY ABSTRACT NO. 354**

LINE	BEARING	DISTANCE
L1	N 00°09'07" E	14.73'
L2	N 38°07'19" E	103.75'
L3	N 00°13'00" E	34.16'
L4	N 00°13'00" E	127.31'
L5	N 00°09'07" E	31.92'
L6	N 00°09'07" E	561.39'
L7	N 38°07'19" E	103.75'
L8	N 00°13'00" E	102.04'
L9	S 00°13'00" W	102.04'
L10	S 38°07'19" W	103.87'
L11	S 00°09'07" W	14.73'
L12	N 00°08'30" E	15.00'
L13	N 89°51'30" W	20.00'
L14	N 00°09'07" E	31.92'
L15	N 00°09'07" E	547.39'
L16	N 38°07'19" E	103.75'
L17	N 00°13'00" E	124.87'
L18	N 89°51'30" W	20.00'
L19	N 47°03'15" W	354.87'
L20	N 00°13'00" E	34.49'
L21	N 38°07'19" E	117.75'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	200.00'	31°50'53"	111.17'	N 16°04'33" E	109.74'
C2	200.00'	6°07'20"	21.37'	N 35°03'39" E	21.36'
C3	300.00'	28°03'20"	146.90'	N 24°05'39" E	145.44'
C4	300.00'	9°50'59"	51.57'	N 05°08'29" E	51.51'
C5	200.00'	25°51'07"	90.24'	N 13°04'41" E	89.48'
C6	200.00'	5°59'45"	20.93'	N 29°00'07" E	20.92'
C7	300.00'	37°54'19"	198.47'	N 19°10'10" E	194.87'
C8	113.00'	23°04'26"	45.51'	N 11°41'20" E	45.20'
C9	87.00'	23°04'26"	35.04'	N 11°41'20" E	34.80'
C10	225.00'	37°58'12"	149.11'	N 19°08'13" E	146.39'
C11	275.00'	37°54'19"	181.93'	N 19°10'10" E	178.63'
C12	12.00'	58°05'28"	12.17'	N 28°49'44" W	11.65'
C13	58.00'	296°10'55"	299.82'	S 89°47'00" E	61.31'
C14	12.00'	58°05'28"	12.17'	S 29°15'44" W	11.65'
C15	325.00'	37°54'19"	215.01'	S 19°10'10" W	211.11'
C16	175.00'	37°58'12"	115.97'	S 19°08'13" W	113.86'
C17	133.00'	23°04'26"	53.56'	N 11°41'20" E	53.20'
C18	67.00'	23°04'26"	26.98'	N 11°41'20" E	26.80'
C19	245.00'	37°58'12"	162.36'	N 19°08'13" E	159.41'
C20	255.00'	37°54'19"	168.70'	N 19°10'10" E	165.64'
C21	58.00'	18°58'27"	19.21'	S 48°23'14" E	19.12'
C22	58.00'	20°10'17"	20.42'	S 33°40'03" W	20.31'
C23	12.00'	46°50'38"	9.81'	N 23°16'12" W	9.54'
C24	58.00'	131°39'28"	133.28'	N 19°08'13" E	105.83'
C25	12.00'	46°50'38"	9.81'	N 61°32'38" E	9.54'
C26	12.00'	68°05'23"	14.26'	S 04°04'38" W	13.44'
C27	58.00'	98°12'34"	99.42'	S 19°08'13" W	87.69'
C28	12.00'	68°05'23"	14.26'	S 34°11'49" W	13.44'

GENERAL NOTE:  
 THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" USED HEREIN CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

FLOOD STATEMENT: According to Community Panel No. 48085CQ4051 dated June 2, 2009 - of the Federal Emergency Management Agency, National Flood Insurance Program map this property is within Flood Zone "X" which is not a special flood hazard area. If this site is not within an identified special flood hazard area, the flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

Scale: 1" = 60'  
 Date: February 21, 2014  
 Technician: Elom  
 Drawn By: Elom

Checked By: A.J. Bedford  
 P.C.: Coyer/Sprodding  
 File: ESTATES PKWY PRELIMINARY  
 Job. No.: 552-031  
 CF No.: ?

301 N. Alamo Rd. • Rockwall, Texas 75087  
 (972) 722-0225 • www.ajbedfordgroup.com

Engineer:  
**ClayMoore Engineering, Inc.**  
 1105 Cheek Sparger Road, Suite 1  
 Colleyville, Texas 76034  
 817-281-0572

Registered Professional Land Surveyors

**RIMROCK ESTATES ADDITION  
 PRELIMINARY PLAT  
 LOTS 1-10, BLOCK A**

JAMES GRAYUM SURVEY ABSTRACT NO. 354  
 CITY OF LUCAS  
 COLLIN COUNTY, TEXAS

Owners: Donald & Glendo Goodrich  
 2050 Estates Pkwy  
 Allen, Texas 75002  
 214-544-7927

George R. Rybar  
 2150 Estates Pkwy  
 Allen, Texas 75002  
 214-383-0244



STATE OF TEXAS §  
COUNTY OF COLLIN §

WHEREAS DONALD AND GLENDA GOORICH AND GEORGE R. RYBAR are the owners of a 20.564 acre tract of land situated in the James Grayums Survey Abstract No. 354, City of Lucas, Collin County, Texas, being all of Tract 1 and Tract 3 of Rimrock Farms Addition an addition to the City of Lucas according to the plat recorded in Cabinet G, Page 278 of the Plat Records of Collin County, Texas (PRCCT) and being all of a called 7.354 acre tract of land described in a deed to Donald and Glenda Goodrich recorded in cc# 20080924001141930 of the Official Public Records of Collin County, Texas (OPRCCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set in the north line of Estates Parkway (FM-2170) (90 feet right of way) and being the southwest corner of Tract 1;

THENCE along the west line of Tract 1, NORTH 00°09'07" EAST a distance of 588.84 feet to a 5/8 inch iron rod set for the most westerly northwest corner of Tract 1;

THENCE along the north line of Tract 1, SOUTH 89°49'17" EAST a distance of 89.41 feet to a 5/8 inch iron rod set for an interior ell corner of Tract 1;

THENCE with the west line of Tract 1 and continuing along the west line of Tract 3, NORTH 00°13'00" EAST a distance of 1011.27 feet to a 5/8 inch iron rod set for the northwest corner of Tract 3 and located in the south line of Lemontree Country Estates an addition to the City of Lucas according to the plat recorded in Cabinet A, Page 168 (PRCCT);

THENCE along the south line of Lemontree Country Estates, NORTH 89°30'04" EAST a distance of 634.25 feet to a 5/8 inch iron rod set for an interior ell corner of Lemontree Country Estates;

THENCE with the west line of Lemontree Country Estates, SOUTH 00°11'43" WEST a distance of 1606.87 feet to a 5/8 inch iron rod set for corner in the north line of Estates Parkway (FM2170);

THENCE along the north line of Estates Parkway (FM-2170), SOUTH 89°53'39" WEST a distance of 200.09 feet to a 5/8 inch iron rod set for the southeast corner of Tract 2 of said Rimrock Farms Addition;

THENCE with the east line of Tract 2, NORTH 00°14'29" EAST a distance of 658.54 feet to a 5/8 inch iron rod set for the northeast corner of Tract 2;

THENCE with the north line of Tract 2, NORTH 89°51'30" WEST a distance of 265.29 feet to a 5/8 inch iron rod set for the northwest corner of Tract 2;

THENCE with the west line of Tract 2, SOUTH 00°09'07" WEST a distance of 657.95 feet to a 5/8 inch iron rod set for the southwest corner of Tract 2 and being in the north line of said Estates Parkway (FM-2170);

THENCE along the north line of Estates Parkway (FM-2170), NORTH 89°51'30" WEST a distance of 259.20 feet to the POINT OF BEGINNING;

CONTAINING 20.564 acres or 895,759 square feet of land more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, Donald & Glenda Goodrich and George R. Rybar, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as **RIMROCK ESTATES ADDITION**, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the dedicated property and that no other's interest are attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas. Witness our hands at LUCAS, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Donald Goodrich

Glenda Goodrich

George R. Rybar

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Donald and Glenda Goodrich, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared George R. Rybar, Owner, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of Texas

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

Signature/Date

Name & Title

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his/her approval is required.

Director of Public Works

Date

The director of Planning and community Development of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision [lat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

Director of Planning and Community Development

Date

Surveyor's Certification

KNOW ALL MEN BY THESE PRESENTS:

That I, Austin J. Bedford, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed on my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

Austin J. Bedford  
Registered Professional Land Surveyor No. 4132  
A. J. Bedford Group, Inc.  
301 Alamo Road  
Rockwall, Texas 75087

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Austin J. Bedford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of Texas

"PRELIMINARY PLAT - FOR INSPECTION PURPOSES ONLY"

RIMROCK ESTATES ADDITION  
PRELIMINARY PLAT  
LOTS 1-10, BLOCK A

JAMES GRAYUM SURVEY ABSTRACT NO. 354  
CITY OF LUCAS  
COLLIN COUNTY, TEXAS

Owners: Donald & Glenda Goodrich  
2050 Estates Pkwy  
Allen, Texas 75002  
214-544-7927

George R Rybar  
2150 Estates Pkwy  
Allen, Texas 75002  
214-383-0244

Scale: 1" = 60'  
Date: February 21, 2014  
Technician: Elam  
Drawn By: Elam

Checked By: A.J. Bedford  
P.C.: Cryer/Sprodling  
File: ESTATES PKWY-PRELIMINARY  
Job. No. 552-031  
CF No. ?

301 N. Alamo Rd. \* Rockwall, Texas 75087  
(972) 722-0225, www.ajbedfordgroup.com

Sheet: 2  
Of: 2



Engineer:  
Clay Moore Engineering, Inc.  
1105 Cheek Sparger Road, Suite 1  
Colleyville, Texas 76034  
817-281-0572

TBPLS REC#10118200



# City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the site plan submitted by the City of Lucas for the Lucas Fire Station Expansion Project, located at 185 Country Club.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

The City of Lucas is in the process of adding an additional ten thousand square feet to the existing fire station. As part of the project, we are required to gain approvals for the site and landscape plan, the same as any developer.

The project is located at the intersection of West Lucas Road and Country Club Road.

The corrections requested at the last meeting have been made.

**MOTION:**

I make a Motion to **approve** the site plan for the Lucas Fire Station Expansion Project, located at 185 Country Club.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: JVH / 1/31/14

City Manager: /

**CONSTRUCTION PLANS**  
**FOR**  
**LUCAS FIRE STATION**  
**ON-SITE PAVING, GRADING, AND UTILITY IMPROVEMENTS**  
**CITY OF LUCAS, TEXAS**  
**JANUARY 2014**

LUCAS FIRE STATION,  
ON-SITE CIVIL IMPROVEMENTS

CITY COUNCIL

MAYOR: REBECCA MARK

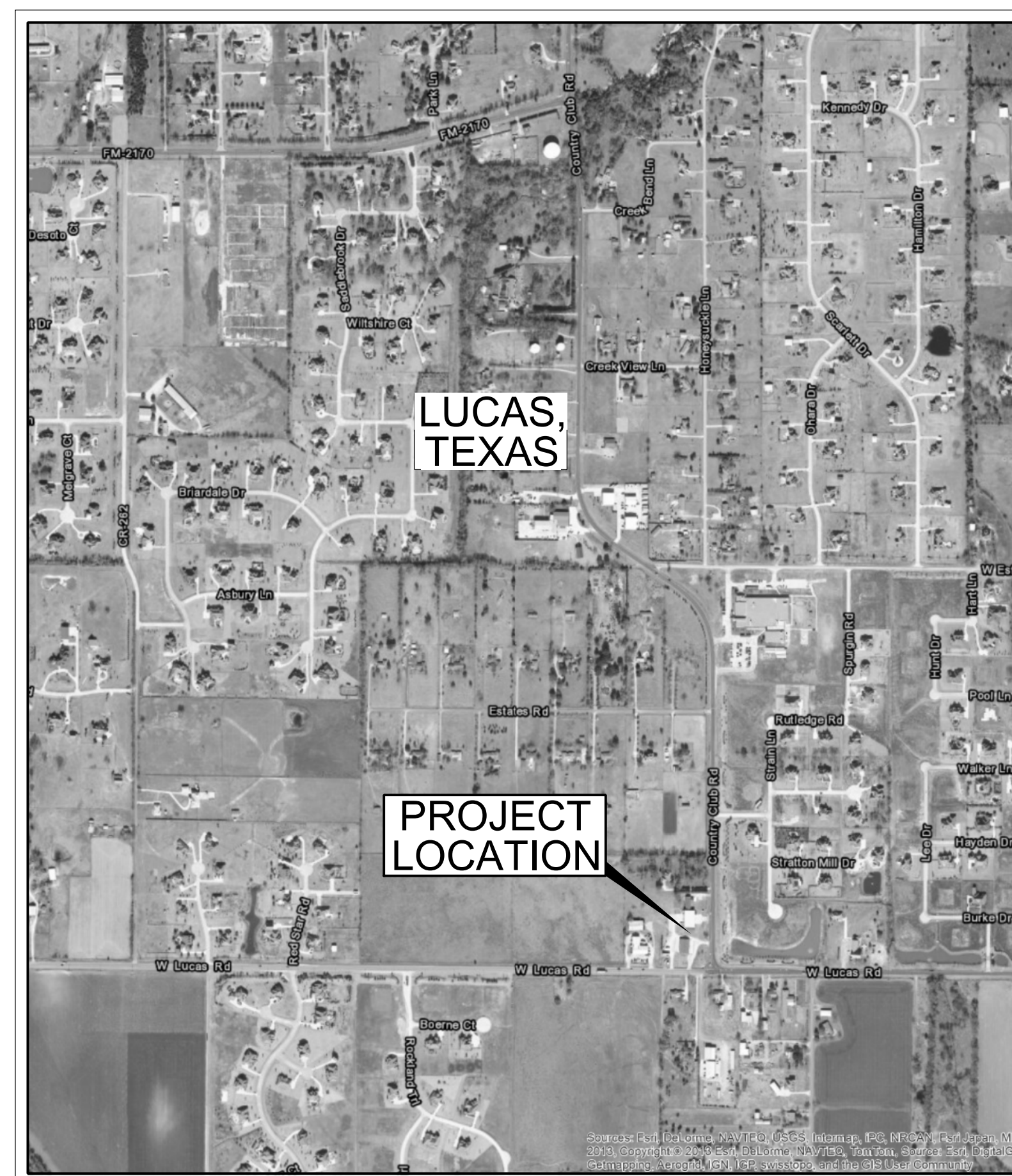
MAYOR PRO TEM: KATHLEEN PEELE

COUNCIL MEMBERS: WAYNE MILLSAP  
JIM OLK  
STEVE DUKE  
PHILLIP LAWRENCE  
DEBBIE FISHER

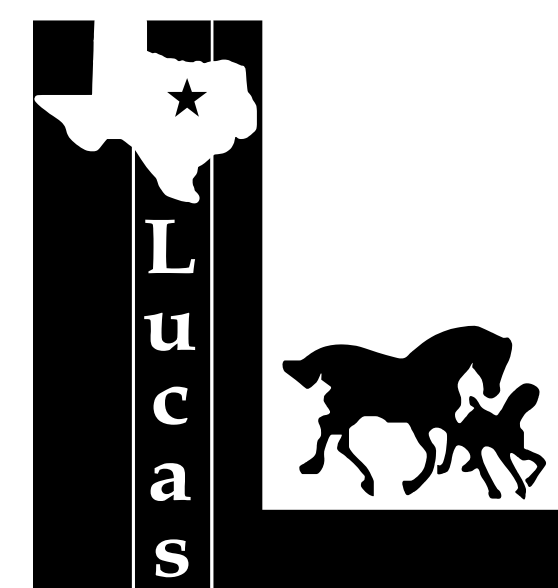
CITY MANAGER: DAN SAVAGE

PUBLIC WORKS DIRECTOR: STANTON FOERSTER, PE

FIRE CHIEF: JIM KITCHENS



LOCATION MAP



**PREPARED FOR**  
**CITY OF LUCAS, TEXAS**

665 COUNTRY CLUB ROAD ~ LUCAS, TEXAS 75002



1001 CROSS TIMBERS ROAD, SUITE 2020 ~ FLOWER MOUND, TEXAS 75028  
PROJECT MANAGER: JAMES GAERTNER, P.E. (972) 956-0801

HALFF ASSOCIATES, INC.  
ENGINEERS • SURVEYORS • SCIENTISTS  
PRELIMINARY - FOR INTERIM REVIEW ONLY  
These documents are for Interim Review and not intended  
for Construction, Bidding, or Permit Purposes. They were  
prepared by, or under the supervision of:  
James S. R. Gaertner 100431 01/21/2014  
PE# Date

HALFF ASSOCIATES, INC. • TBPE #F-312

AVO 29051 JANUARY 2013

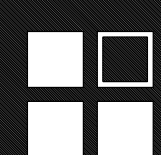
Original Issue Date: 01/21/2014  
Revisions:

LUCAS CENTRAL FIRE STATION

165 COUNTY CLUB RD | LUCAS, TEXAS 75002

WINGTON HOOKER JEFFERY P.C.  
ARCHITECTS

P: 972.465.0657  
F: 972.465.0658  
500 N. Central Expressway Suite 300  
Lucas, Texas 75074



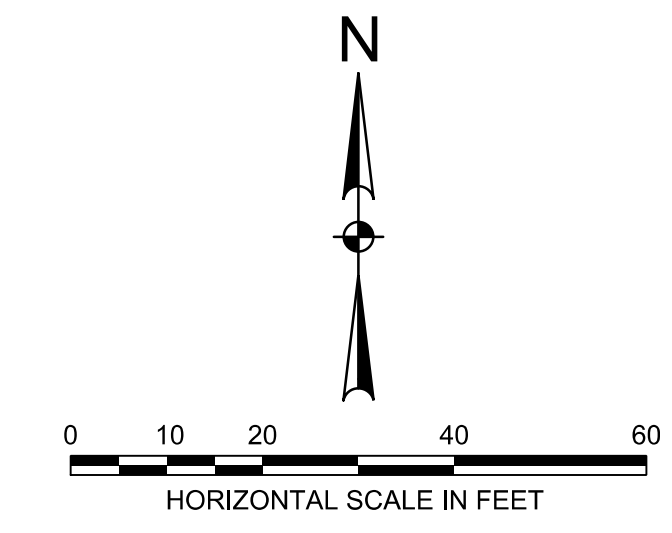
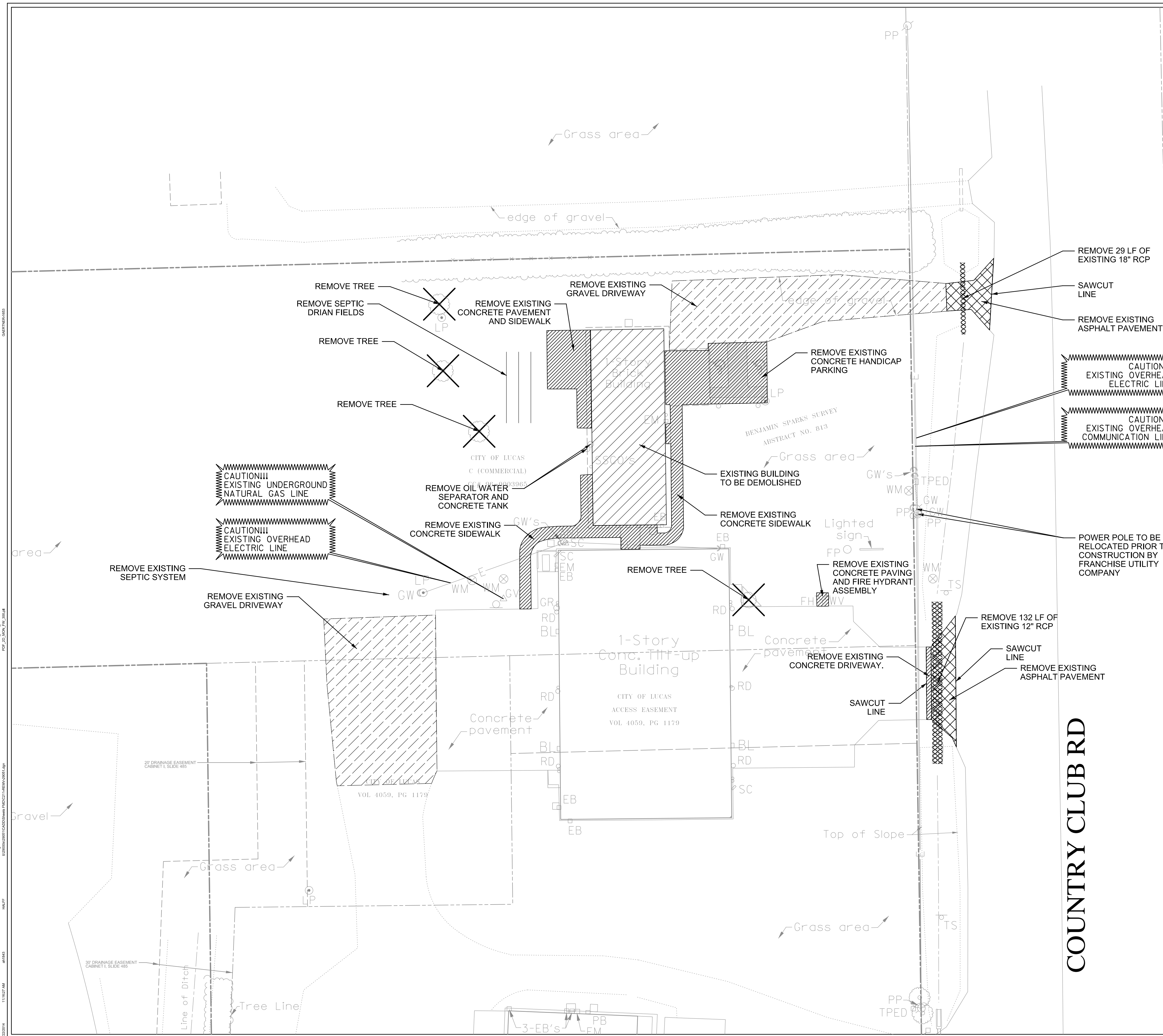
Job No.

1215

Sheet No.

C0.01





CAUTION!!!  
EXISTING UTILITIES IN THE AREA.  
THE CONTRACTOR SHALL VERIFY  
THE EXACT LOCATION PRIOR TO  
BEGINNING CONSTRUCTION.  
CONTACT AFFECTED UTILITIES  
AT LEAST 48 HOURS PRIOR TO  
CONSTRUCTION IN THIS AREA.  
(1-800-DIG-TESS)

CAUTION!!!  
UNDERGROUND AND OVERHEAD UTILITIES  
IN VICINITY. CONTRACTOR SHALL LOCATE  
HORIZONTAL AND VERTICAL LOCATIONS OF  
ALL UNDERGROUND UTILITIES IN THE  
VICINITY OF CONSTRUCTION PRIOR TO  
COMMENCING WORK.

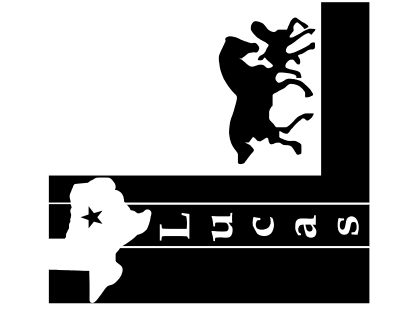
**DEMOLITION LEGEND**

- ASPHALT PAVEMENT TO BE SAWCUT AND REMOVED
- CONCRETE PAVEMENT TO BE SAWCUT AND REMOVED
- GRAVEL DRIVEWAY TO BE REMOVED
- EXISTING SIGN TO BE REMOVED
- EXISTING SIGN TO BE RELOCATED
- SAWCUT LINE
- STORM DRAIN TO BE REMOVED
- EXISTING TREE TO BE PROTECTED AND REMAIN IN PLACE
- EXISTING TREE TO BE REMOVED

**NOTES:**

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. FRANCHISE UTILITIES TO BE RELOCATED BY OTHERS AS REQUIRED
3. REFER TO TRAFFIC CONTROL PLAN FOR CONSTRUCTION SEQUENCE
4. REFER TO GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION.
5. REFER TO PAVING PLAN FOR PROPOSED PAVING LIMITS
6. DEMOLITION PLAN ELEMENTS AND QUANTITIES ARE APPROXIMATE AND ARE INTENDED TO PROVIDE GUIDANCE TO THE CONTRACTOR. DEMOLITION WORK SHALL BE INCLUDED IN THE ROADWAY PREPARATION BID ITEM. ADDITIONAL DEMOLITION MAY BE REQUIRED AS NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. THIS ADDITIONAL WORK SHALL BE SUBSIDIARY TO THE ROADWAY PREPARATION BID ITEM.
7. CONTRACTOR TO MEET WITH CITY TO DETERMINE TREES TO BE PROTECTED AND TREES TO BE REMOVED
8. SAWCUT SIDEWALK TO NEAREST DUMMY JOINT.

CITY OF LUCAS  
FIRE STATION  
LUCAS, TEXAS



**HALFF**  
LUCAS, TEXAS  
FLOWER WOOD, TEXAS  
P: 972.666.6667  
F: 972.666.6668

Revision No.	Date	Description

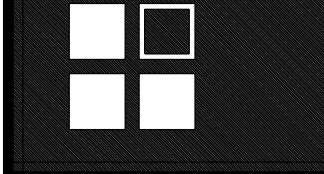
**PRELIMINARY**  
FOR INTERIM REVIEW ONLY  
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR REGULATORY APPROVAL. PERMITS, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:  
James S. R. Gaertner 100431  
NAME P.E. NO.  
DATE 12/22/2014  
TYPE FIRM # F-312

Project No.:  
Issued:  
Drawn By:  
Checked By:  
Scale:  
Sheet Title  
**DEMOLITION PLANS**  
**C2.11**  
Sheet Number

Original Issue Date: 01/21/2014  
Revisions:

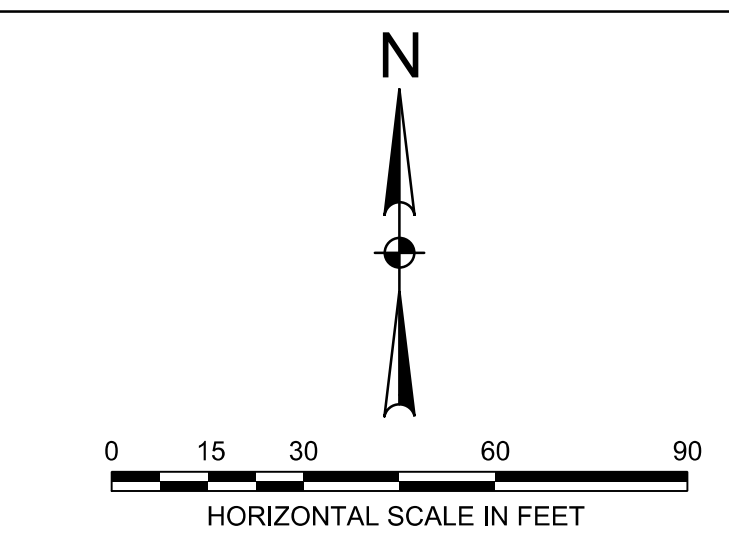
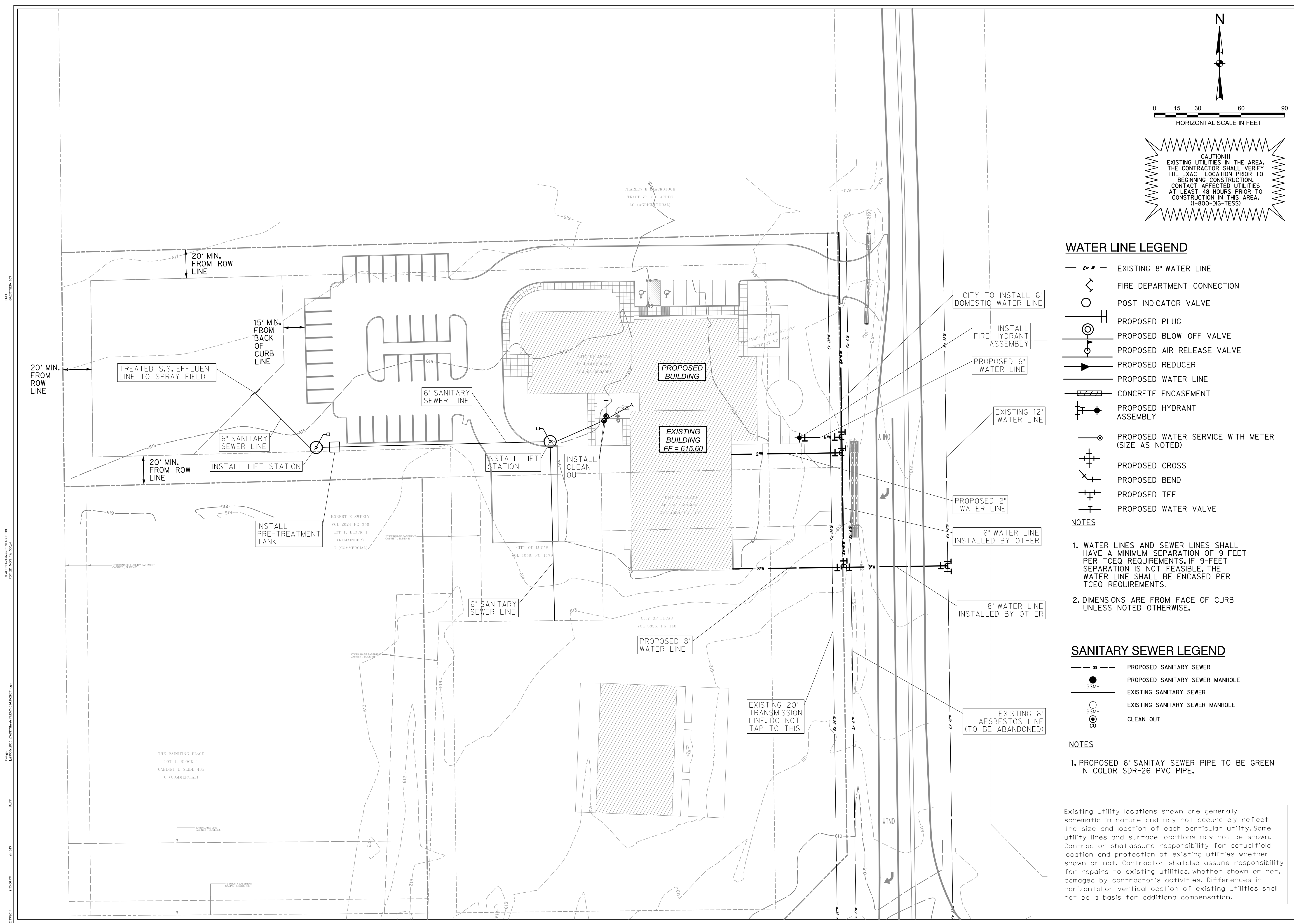
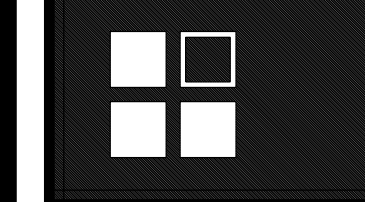
**LUCAS CENTRAL FIRE STATION**  
165 COUNTRY CLUB RD | LUCAS, TX 75002

**WINGTON HOOKER JEFFERY P.C.**  
ARCHITECTS  
520 N. Central Expressway Suite 300  
Lucas, Texas 75074  
P: 972.666.6667  
F: 972.666.6668



Job No.  
**1215**

Sheet No.  
**C2.11**



**CAUTION!**  
 EXISTING UTILITIES IN THE AREA. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THIS AREA. (1-800-DIG-TESS)

**WATER LINE LEGEND**

- EXISTING 8" WATER LINE
- FIRE DEPARTMENT CONNECTION
- POST INDICATOR VALVE
- PROPOSED PLUG
- PROPOSED BLOW OFF VALVE
- PROPOSED AIR RELEASE VALVE
- PROPOSED REDUCER
- PROPOSED WATER LINE
- CONCRETE ENCASEMENT
- PROPOSED HYDRANT ASSEMBLY
- PROPOSED WATER SERVICE WITH METER (SIZE AS NOTED)
- PROPOSED CROSS
- PROPOSED BEND
- PROPOSED TEE
- PROPOSED WATER VALVE

**NOTES**

1. WATER LINES AND SEWER LINES SHALL HAVE A MINIMUM SEPARATION OF 9- FEET PER TCEO REQUIREMENTS. IF 9- FEET SEPARATION IS NOT FEASIBLE, THE WATER LINE SHALL BE ENCASED PER TCEO REQUIREMENTS.
2. DIMENSIONS ARE FROM FACE OF CURB UNLESS NOTED OTHERWISE.

**SANITARY SEWER LEGEND**

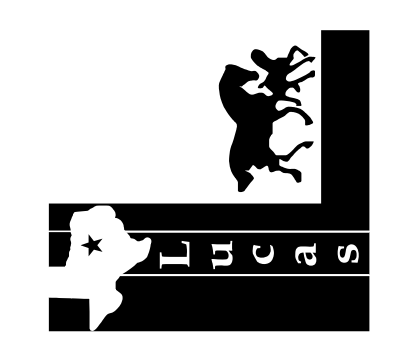
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER
- EXISTING SANITARY SEWER MANHOLE
- CLEAN OUT

**NOTES**

1. PROPOSED 6" SANITARY SEWER PIPE TO BE GREEN IN COLOR SDR-26 PVC PIPE.

Existing utility locations shown are generally schematic in nature and may not accurately reflect the size and location of each particular utility. Some utility lines and surface locations may not be shown. Contractor shall assume responsibility for actual field location and protection of existing utilities whether shown or not. Contractor shall also assume responsibility for repairs to existing utilities, whether shown or not, damaged by contractor's activities. Differences in horizontal or vertical location of existing utilities shall not be a basis for additional compensation.

**CITY OF LUCAS**  
 FIRE STATION  
 LUCAS, TEXAS



**HALFF**  
 LUCAS, TEXAS 75002  
 FLOWER WOOD, TEXAS 75028-8529  
 FAX (972) 896-0842

Revision No.	Date	Description

**PRELIMINARY**  
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 THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR REGULATORY APPROVAL, PERMITTING, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:

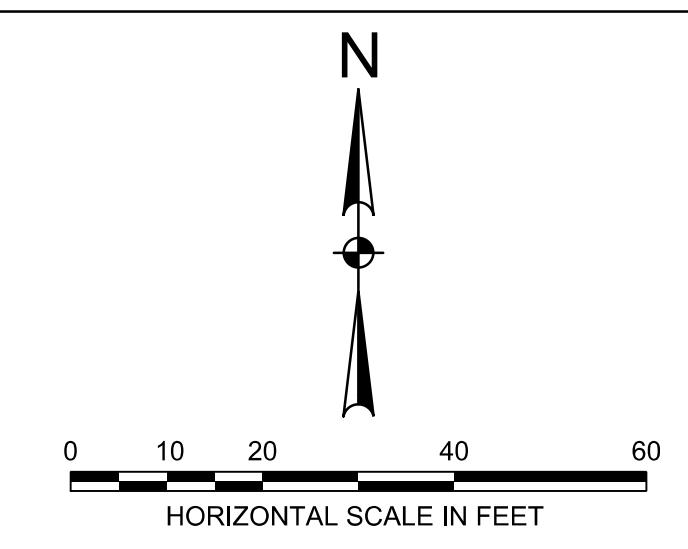
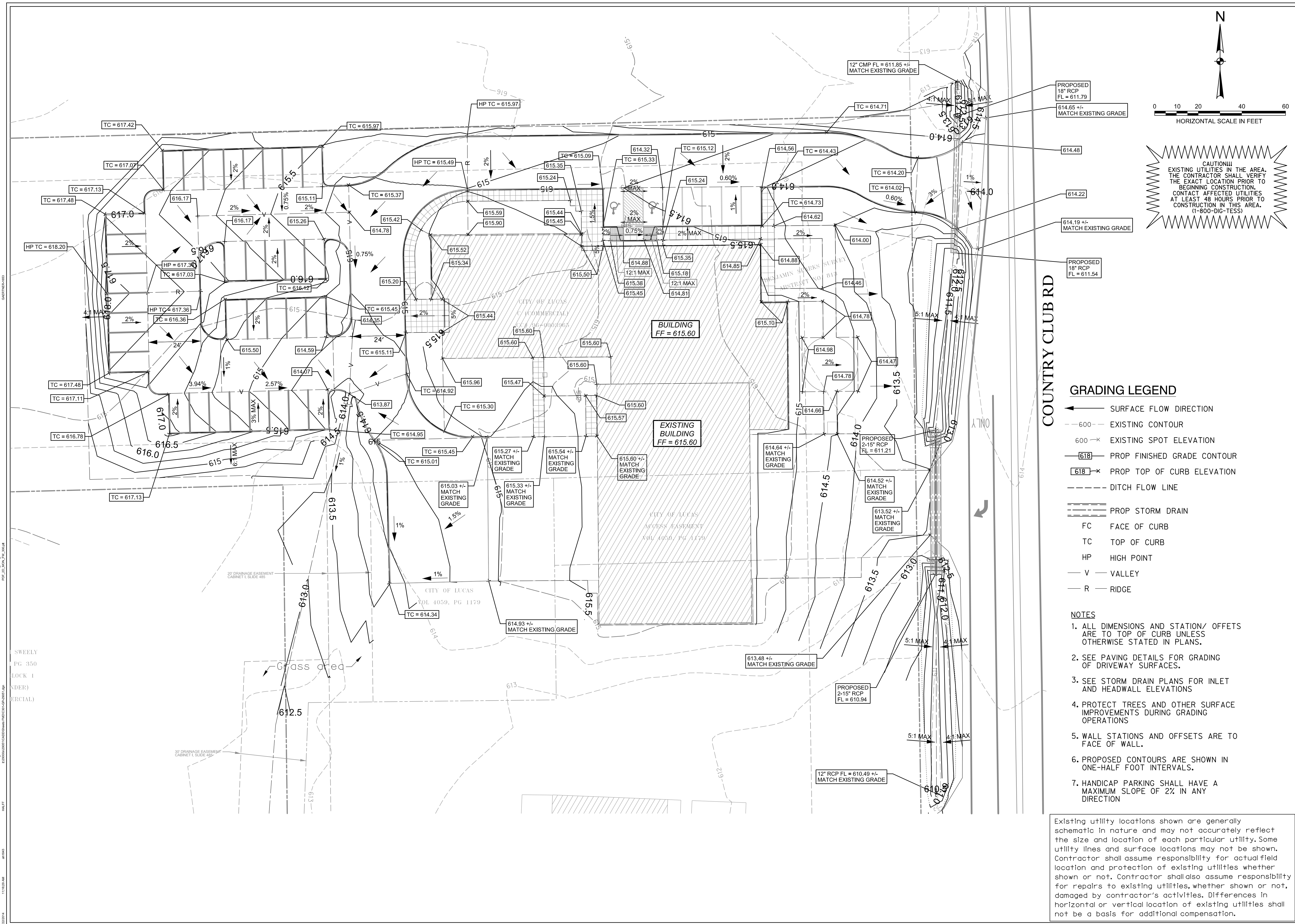
James S. R. Gaertner 100433  
 NAME P.E. NO.  
 DATE 2/13/2014  
 TYPE FIRM # F-312

Project No.:	29051
Issued:	JANUARY 2014
Drawn By:	CAO
Checked By:	JSRG
Scale:	AS NOTED
Sheet Title	

**WATER AND SANITARY SEWER PLAN**  
**C4.01**  
 Sheet Number

W LUCAS RD





CAUTION!!!  
EXISTING UTILITIES IN THE AREA.  
THE CONTRACTOR SHALL VERIFY  
THE EXACT LOCATION PRIOR TO  
BEGINNING CONSTRUCTION.  
CONTACT AFFECTED UTILITIES  
AT LEAST 48 HOURS PRIOR TO  
CONSTRUCTION IN THIS AREA.  
(1-800-DIG-TESS)

**GRADING LEGEND**

- > SURFACE FLOW DIRECTION
- 600 --- EXISTING CONTOUR
- 600 --- EXISTING SPOT ELEVATION
- 618 --- PROP FINISHED GRADE CONTOUR
- 618 --- PROP TOP OF CURB ELEVATION
- DITCH FLOW LINE
- PROP STORM DRAIN
- FC FACE OF CURB
- TC TOP OF CURB
- HP HIGH POINT
- V VALLEY
- R RIDGE

- NOTES**
1. ALL DIMENSIONS AND STATION/OFFSETS ARE TO TOP OF CURB UNLESS OTHERWISE STATED IN PLANS.
  2. SEE PAVING DETAILS FOR GRADING OF DRIVEWAY SURFACES.
  3. SEE STORM DRAIN PLANS FOR INLET AND HEADWALL ELEVATIONS
  4. PROTECT TREES AND OTHER SURFACE IMPROVEMENTS DURING GRADING OPERATIONS
  5. WALL STATIONS AND OFFSETS ARE TO FACE OF WALL.
  6. PROPOSED CONTOURS ARE SHOWN IN ONE-HALF FOOT INTERVALS.
  7. HANDICAP PARKING SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION

Existing utility locations shown are generally schematic in nature and may not accurately reflect the size and location of each particular utility. Some utility lines and surface locations may not be shown. Contractor shall assume responsibility for actual field location and protection of existing utilities whether shown or not. Contractor shall also assume responsibility for repairs to existing utilities, whether shown or not, damaged by contractor's activities. Differences in horizontal or vertical location of existing utilities shall not be a basis for additional compensation.

CITY OF LUCAS  
FIRE STATION  
LUCAS, TEXAS

**HALFF**  
LUCAS, TEXAS  
FLOWER WOOD, TEXAS 75028-8629  
P: 972.466.0657  
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Revision No.	Date	Description

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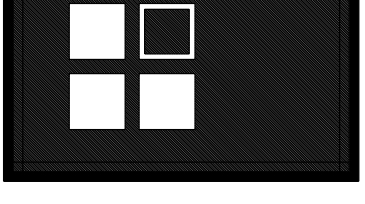
James S. R. Gaerthner 100431  
NAME P.E. NO.  
DATE 1/22/2014  
TYPE FIRM # F-312

Project No.:	
Issued:	
Drawn By:	
Checked By:	
Scale:	
Sheet Title	GRADING PLAN
	C3.01
Sheet Number	

Original Issue Date: 01/21/2014  
Revisions:

**LUCAS CENTRAL FIRE STATION**  
165 COUNTRY CLUB RD | LUCAS, TX 75002

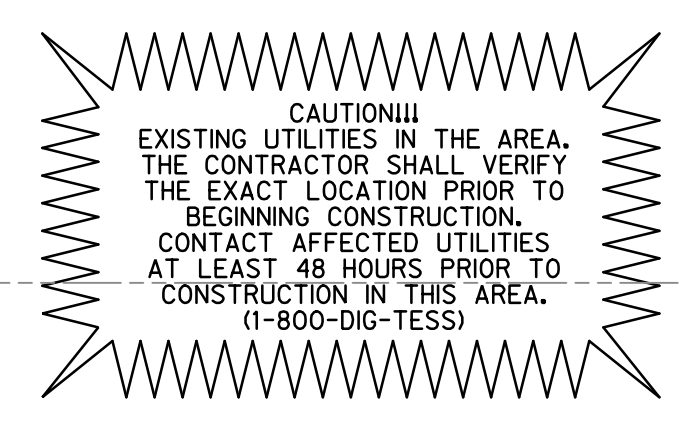
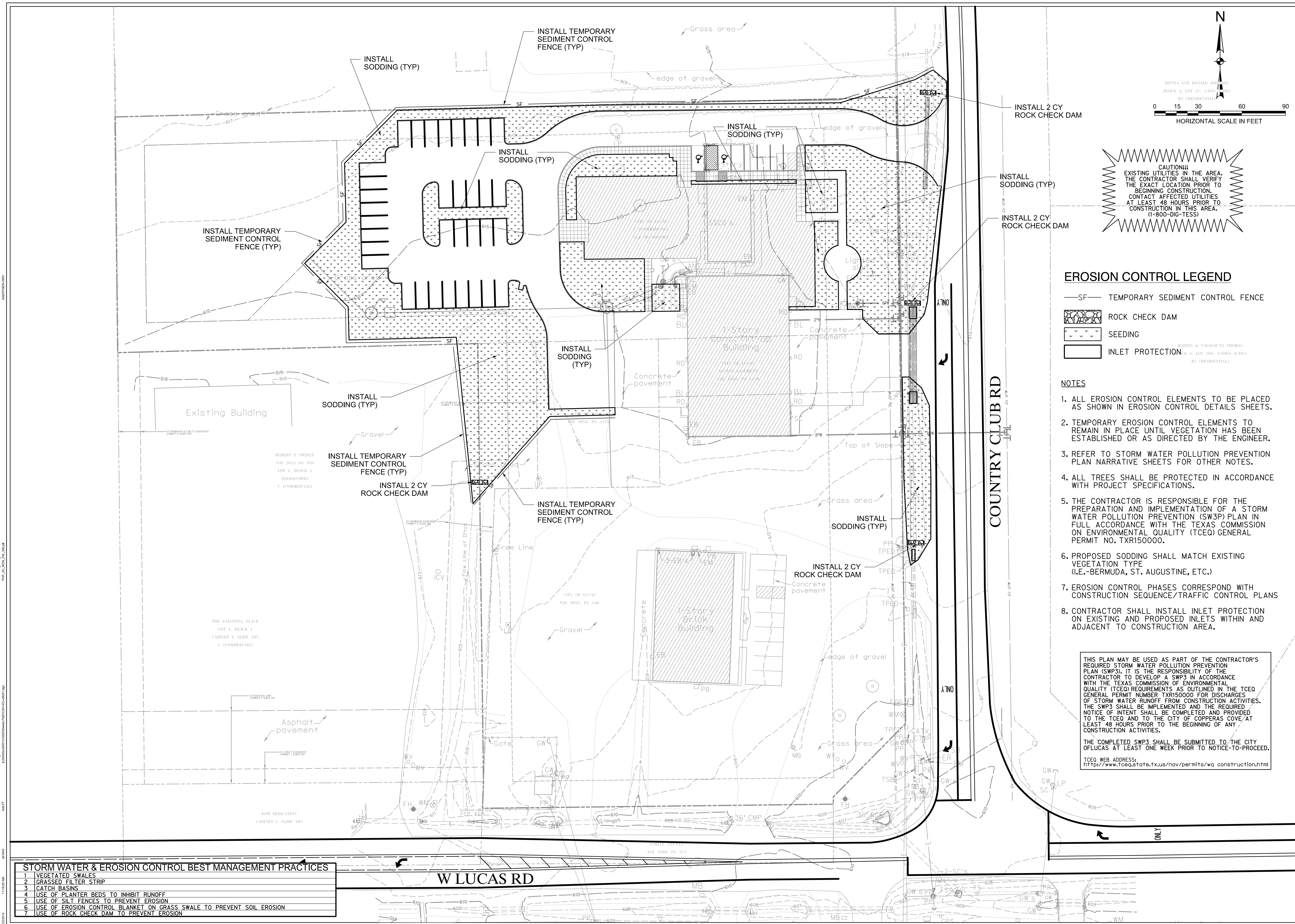
**WINGTON HOOKER JEFFERY P.C.**  
ARCHITECTS  
500 N. Central Expressway Suite 300  
Flora, Texas 75024  
P: 972.466.0657  
F: 972.663.0505



Job No.  
**1215**

Sheet No.  
**C3.01**





**EROSION CONTROL LEGEND**

- SF— TEMPORARY SEDIMENT CONTROL FENCE
- ROCK CHECK DAM
- SEEDING
- INLET PROTECTION

**NOTES**

1. ALL EROSION CONTROL ELEMENTS TO BE PLACED AS SHOWN IN EROSION CONTROL DETAILS SHEETS.
2. TEMPORARY EROSION CONTROL ELEMENTS TO REMAIN IN PLACE UNTIL VEGETATION HAS BEEN ESTABLISHED OR AS DIRECTED BY THE ENGINEER.
3. REFER TO STORM WATER POLLUTION PREVENTION PLAN NARRATIVE SHEETS FOR OTHER NOTES.
4. ALL TREES SHALL BE PROTECTED IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND IMPLEMENTATION OF A STORM WATER POLLUTION PREVENTION (SWP3) PLAN IN FULL ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) GENERAL PERMIT NO. TXR150000.
6. PROPOSED SODDING SHALL MATCH EXISTING VEGETATION TYPE (I.E.-BERMUDA, ST. AUGUSTINE, ETC.)
7. EROSION CONTROL PHASES CORRESPOND WITH CONSTRUCTION SEQUENCE/TRAFFIC CONTROL PLANS
8. CONTRACTOR SHALL INSTALL INLET PROTECTION ON EXISTING AND PROPOSED INLETS WITHIN AND ADJACENT TO CONSTRUCTION AREA.

THIS PLAN MAY BE USED AS PART OF THE CONTRACTOR'S REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWP3). IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP A SWP3 IN ACCORDANCE WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) REQUIREMENTS AS OUTLINED IN THE TCEQ GENERAL PERMIT NUMBER TXR150000 FOR DISCHARGES OF STORM WATER RUNOFF FROM CONSTRUCTION ACTIVITIES. THE SWP3 SHALL BE IMPLEMENTED AND THE REQUIRED NOTICE OF INTENT SHALL BE COMPLETED AND PROVIDED TO THE TCEQ AND TO THE CITY OF COPPERAS COVE AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITIES.

THE COMPLETED SWP3 SHALL BE SUBMITTED TO THE CITY OF LUCAS AT LEAST ONE WEEK PRIOR TO NOTICE-TO-PROCEED.

TCEQ WEB ADDRESS:  
[http://www.tceq.state.tx.us/nav/permits/wq\\_construction.html](http://www.tceq.state.tx.us/nav/permits/wq_construction.html)

**STORM WATER & EROSION CONTROL BEST MANAGEMENT PRACTICES**

1. VEGETATED SWALES
2. GRASSSED FILTER STRIP
3. CATCH BASINS
4. USE OF PLANTER BEDS TO INHIBIT RUNOFF
5. USE OF SILT FENCES TO PREVENT EROSION
6. USE OF EROSION CONTROL BLANKET ON GRASS SWALE TO PREVENT SOIL EROSION
7. USE OF ROCK CHECK DAM TO PREVENT EROSION

**CITY OF LUCAS  
FIRE STATION  
LUCAS, TEXAS**

**HALFF**  
 LUCAS, TEXAS 75801  
 FLOWER WOUND, TEXAS 75028-8629  
 P: 972.466.0667  
 F: 972.466.0668

Revision No.	Date	Description

**PRELIMINARY**  
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James S. R. Gaeremynck 100431  
 NAME P.E. NO.  
 DATE 1/22/2014  
 TPEE FIRM # F-312

Project No.:  
 Issued:  
 Drawn By:  
 Checked By:  
 Scale:  
 Sheet Title  
**EROSION CONTROL PLAN**  
**C2.01**  
 Sheet Number

Original Issue Date: 01/21/2014  
 Revisions:

**LUCAS CENTRAL FIRE STATION**  
 165 COUNTRY CLUB RD | LUCAS, TX 75002

**WINGTON HOOKER JEFFERY P.C.  
ARCHITECTS**

Job No. **1215**

Sheet No. **C2.01**

500 N. Central Expressway Suite 300  
 Lucas, Texas 75002  
 P: 972.466.0667  
 F: 972.466.0668



Exceptions and clarifications: **Wet/Automatic Fire Sprinkler System-Lucas Fire and Rescue; Lucas, Tx**

**Financial Terms:**

1. Quote is turn-key.
2. GS FIRE PROTECTION, LLC to start work upon signature of quote by all parties involved.
3. Payment terms: due upon receipt unless credit approved for net 30 days.
4. Billing is in two phases. Rough, and trim. (Rough billing: total project cost less \$1,000 for trim labor/final inspection. Trim billing: \$1,000 balance).
5. Failure to meet payment terms will result in immediate work stoppage.

**Water supply test:**

6. Official flow test by GS Fire Protection LLC and witnessed by city. (This test determines if city supply is sufficient to supply system to meet all applicable codes. **Note:** This test will not be performed until quote is signed).
7. If water test proves insufficient to provide the capacity for the system, and a pump will be required, GS fire Protection will provide to all parties involved the necessary dollars to procure and install said system. **Not part of original quote.**

**Equipment:**

8. Equipment meets or exceeds industry standards. Equipment consists of but is not limited to TYCO, POTTER, and ANVIL Products.

**Submittals:**

9. All submittals will meet or exceed all local, state and national codes as adopted by the local AHJ.
10. System design to NFPA 13 standards and is an all wet system.
11. 4 drawing sets (3 for city, 1 for GS FIRE PROTECTION, LLC) of plans will be submitted for approval by local AHJ that have been stamped by registered RME in the state of Texas.

**Inspections:**

12. GS FIRE PROTECTION, LLC **will call** for all inspections, not GC.
13. GS FIRE PROTECTION, LLC is not responsible for the timing of inspections by the city. GS FIRE PROTECTION, LLC can only work as diligently as possible to insure the most progressive approach.
14. Insulation and sheet rock may not be installed until visual/hydro inspection has been performed by city.

**Client responsibilities:**

15. Client to be responsible for any and all other cost associated with the install of the sprinkler system that are not part of the scope of work and are unforeseen.
16. GS FIRE PROTECTION, LLC **not responsible** for the supply of heater unit to riser room. Heater must maintain riser room to a temperature of at least 40 degrees or higher and have controllable features.
17. Client responsibility for insuring riser room has proper lock, and is constructed to meet city codes. This room **can't be** blocked by anything and it **may not** be used for storage.
18. Client has requested that system be designed as a wet system; therefore client is completely responsible for the system, in its entirety, be kept from freezing. Note will be applied to submitted drawing.

**Annual Inspections**

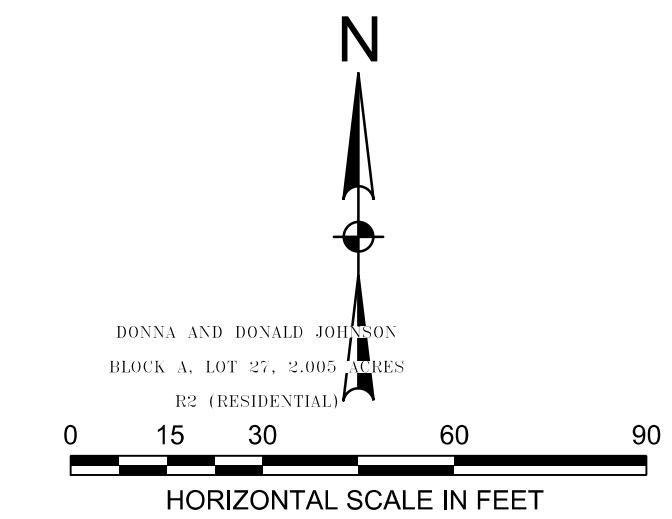
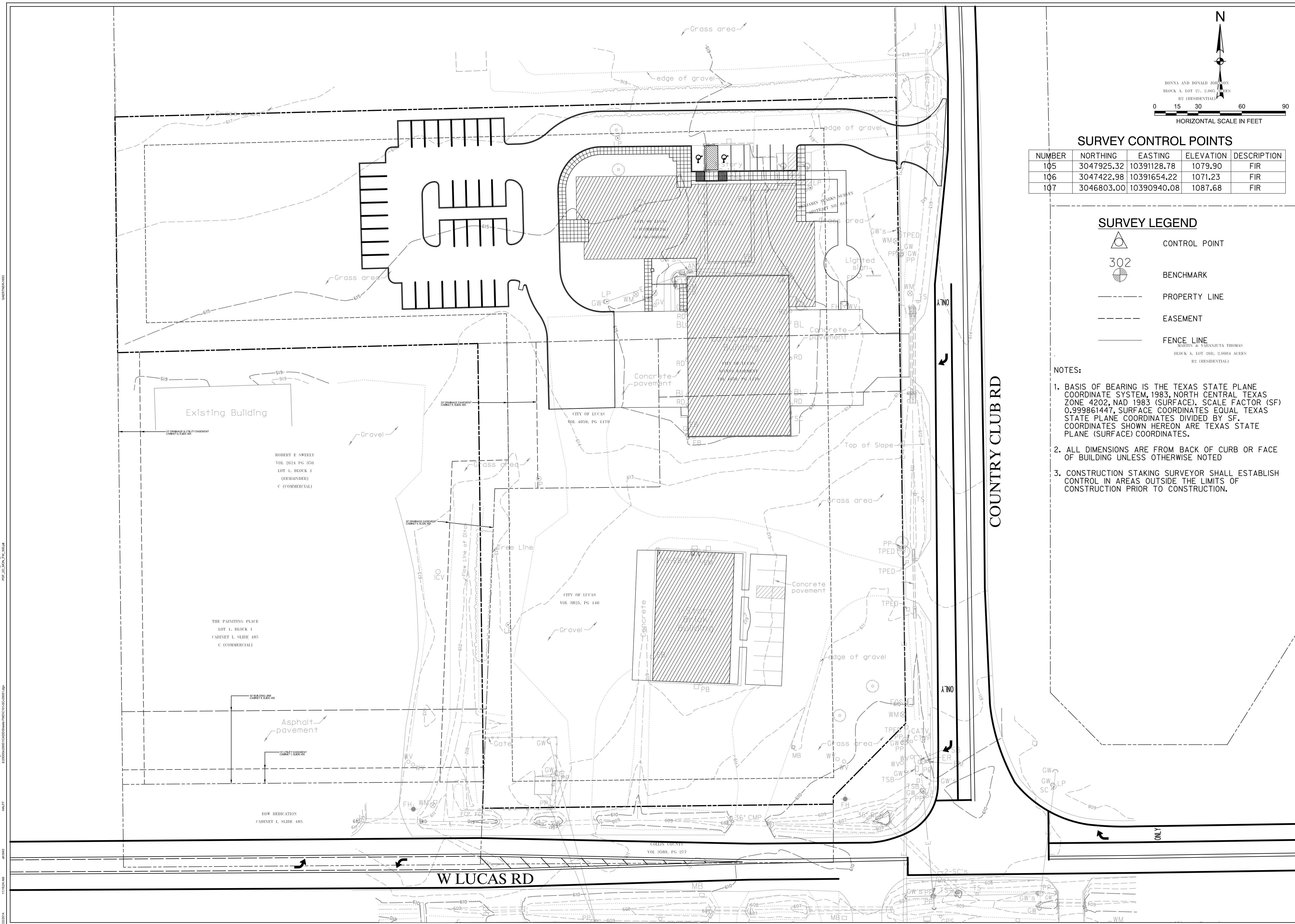
19. Quote is based on client signing a 3-year annual inspection agreement. Annual cost is \$300.00. State required for inspections.

Acceptance of E&C as stated:

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

Quoted price: phase one-\$14,800.00  
Phase two -\$17,205.00





**SURVEY CONTROL POINTS**

NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
105	3047925.32	10391128.78	1079.90	FIR
106	3047422.98	10391654.22	1071.23	FIR
107	3046803.00	10390940.08	1087.68	FIR

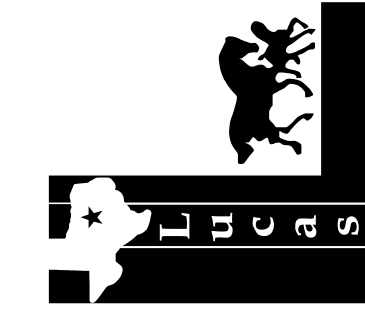
**SURVEY LEGEND**

- CONTROL POINT
- BENCHMARK
- PROPERTY LINE
- EASEMENT
- FENCE LINE

**NOTES:**

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983, NORTH CENTRAL TEXAS ZONE 4202, NAD 1983 (SURFACE). SCALE FACTOR (SF) 0.999861447, SURFACE COORDINATES EQUAL TEXAS STATE PLANE COORDINATES DIVIDED BY SF. COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE (SURFACE) COORDINATES.
2. ALL DIMENSIONS ARE FROM BACK OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED
3. CONSTRUCTION STAKING SURVEYOR SHALL ESTABLISH CONTROL IN AREAS OUTSIDE THE LIMITS OF CONSTRUCTION PRIOR TO CONSTRUCTION.

CITY OF LUCAS  
FIRE STATION  
LUCAS, TEXAS



**HALFF**  
LUCAS, TEXAS  
FLOWER WOOD, TEXAS  
P: 972.466.0657  
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Revision No.	Date	Description

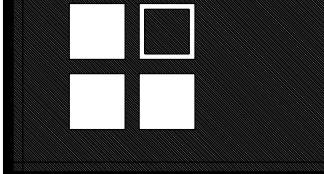
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James S. R. Gaertner 100431  
NAME P.E. NO.  
DATE 1/22/2014  
TYPE FIRM # F-312

Project No.:  
Issued:  
Drawn By:  
Checked By:  
Scale:  
Sheet Title  
**SURVEY CONTROL POINTS / BENCHMARKS**  
C1.01  
Sheet Number

Original Issue Date: 01/21/2014  
Revisions:

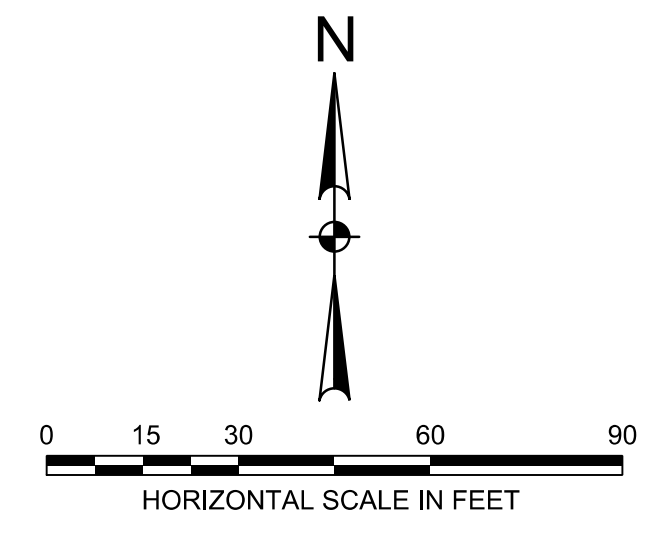
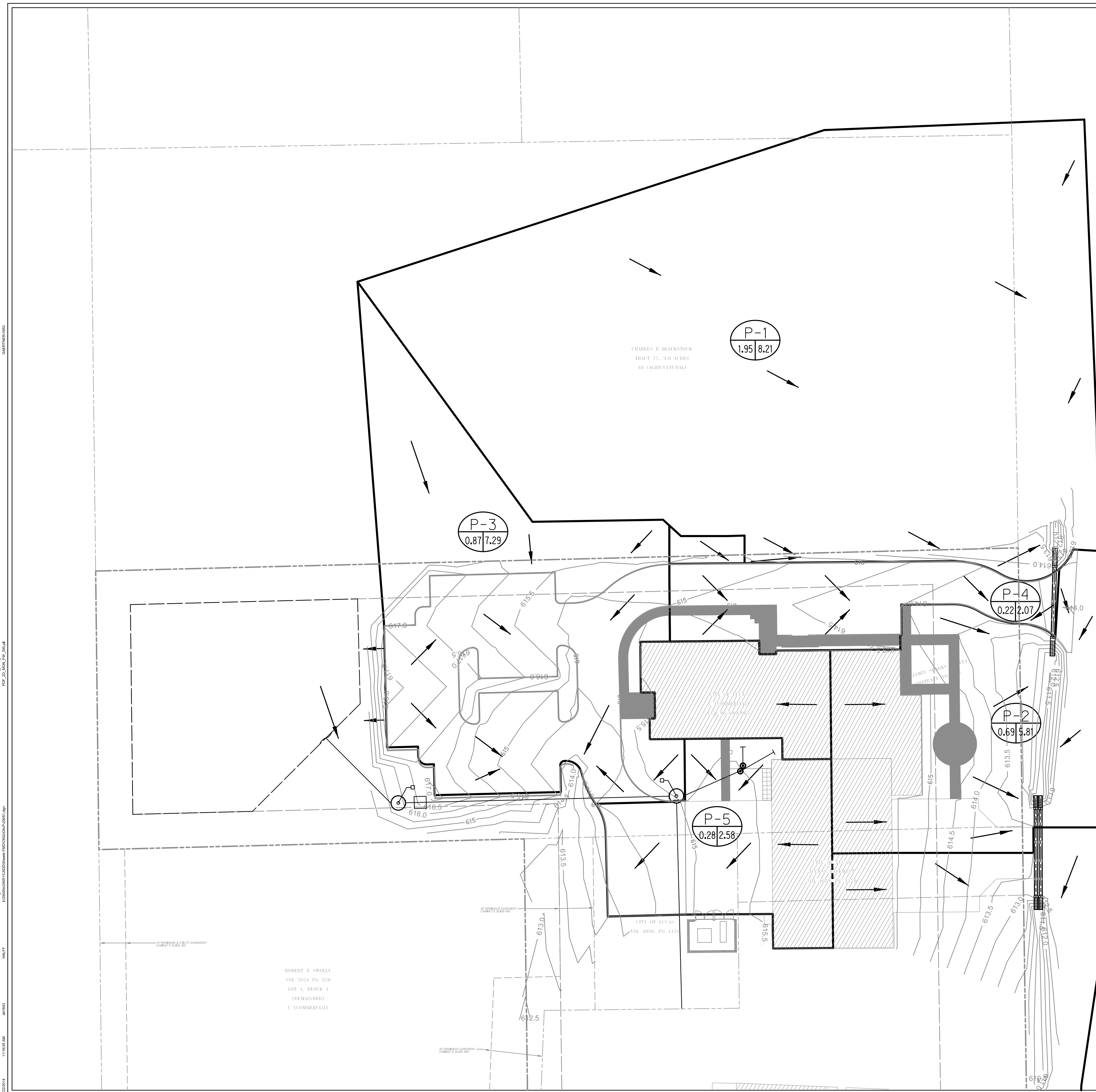
**LUCAS CENTRAL FIRE STATION**  
165 COUNTRY CLUB RD | LUCAS, TX 75002

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520 N. Central Expressway Suite 300  
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Job No.  
**1215**

Sheet No.  
**C1.01**



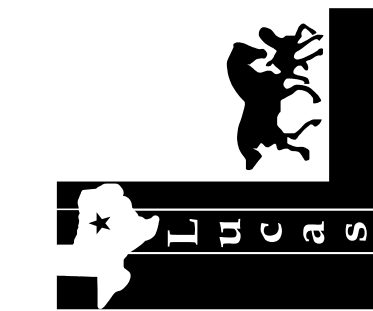
**LEGEND**

- DRAINAGE AREA
- DRAINAGE SUB AREA
- RIGHT-OF-WAY LINE
- DIRECTION OF FLOW
- PROPOSED CONTOUR
- EXISTING CONTOUR
- DRAINAGE AREA
- AREA, AC

**NOTES:**

1. DRAINAGE AREAS DELINEATED FROM 2-FOOT CONTOURS GENERATED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FROM LIDAR DATA COLLECTED BETWEEN JANUARY AND MARCH 2007. VERTICAL DATUM IS NAVD 88.

CITY OF LUCAS  
FIRE STATION  
LUCAS, TEXAS



Revision No.	Date	Description

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NAME P.E. NO.  
DATE 1/22/2014  
TYPE FIRM # F-312

Project No.:  
Issued:  
Drawn By:  
Checked By:  
Scale:  
Sheet Title  
**PROPOSED DRAINAGE AREA MAP**  
**C6.02**  
Sheet Number

**LUCAS CENTRAL FIRE STATION**  
165 COUNTRY CLUB RD | LUCAS, TX 75002

**WINGTON HOOKER JEFFERY P.C.**  
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520 N. Central Expressway Suite 300  
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Job No.  
**1215**

Sheet No.  
**C6.02**

Original Issue Date: 01/21/2014  
Revisions:



## City of Lucas Council Agenda Request

Council Meeting: March 20, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: 3/10/2014

Budgeted Amount: \$ 00.00

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a contract for the installation of a fire suppression system and fire alarm in the existing bays and new addition of the fire station and authorize the City Manager to execute the contract as written by the City Attorney.

**RECOMMENDED ACTION:**

Staff recommends approval.

**SUMMARY:**

Staff is recommending a contract for fire suppression and fire alarm protection for the City of Lucas Fire Station, existing facilities and proposed additions. The purpose for bringing this contract forward before the rest of the project is to allow Staff to complete the work required in the existing bays prior to start of the main addition.

Contract for fire suppression	\$32,705	Plus cost of backflow (no fire pump required)
Contract for fire alarm	\$10,130	
Total In-House	\$42,835	Plus cost of backflow (should have hard cost of backflow by 3/15/2014)
Estimate from project estimator – fire suppression	\$64,878	Including fire pump
Estimate from project estimator – fire alarm	\$34,146	
<b>TOTAL PROJECT</b>	<b>\$99,024</b>	



**MOTION:**

I make a Motion to **approve/deny** the contract for the installation of a fire suppression system and fire alarm in the existing bays and new addition of the fire station.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

# Brooks Diversified Systems Co.

Texas ACR-1750512, ECR-1983, B17622

*Fire Alarm, Fire Extinguishment and Access Control Systems Since 1980*

## Fire Alarm Proposal

Date: .02/10/2014

To: . Joe Hilbourn  
City of Lucas Texas  
JHilbourn@lucastexas.us

Re: . Lucas Fire Hall

We hereby submit the following proposal for:

A complete Silent Knight (Honeywell) fire alarm system for the location shown above.

Consisting of:

- 01 Model 5808 Fire Control Panel
- 02 Model UB-1280 Fire Alarm Batteries
- 28 Model SD505-APS Smoke Detectors
- 01 Model SD500-PSDA Pull Station
- 18 Model SR Alarm Strobes
- 16 Model P2R Alarm Sounder/Strobes
- 01 Model P2RK Alarm Sounder Strobe – Exterior

Smoke detectors are located in Sleeping Rooms and throughout the means of egress from those spaces. They are also located in key rooms such as file storage, mechanical and data equipment area's. One pull station is provided adjacent to the Fire Alarm control panel. A door relay is provided for interconnection to doors with Maglocks (double doors), associated with the access control system. Connection to the Fire Protection System, by others, is also included. No HVAC equipment is shown to be in excess of 2000 cfm capability, no duct detection devices are required. The requirement for pull stations above the one at the Control Panel is nullified by code exception because of the existence of the Fire Protection (Sprinkler System).

**Installed and State of Texas certified for the price of : \$10,130.00**

No taxes included

Price includes 1<sup>st</sup> year monitoring and inspection fee's if needed.

Brooks Diversified Systems Company  
PO Box 1988 Cedar Hill, TX 75106 (214) 637-0417 FAX 214-540-8281  
Email: sales@brooksdiversified.com

The above price includes, when necessary, plans and plan review by the local jurisdiction, permits, certification and a one year warranty on all material and our workmanship.

This is a Lump Sum bid as defined by the State of Texas Tax Rules, ( taxes, on taxable projects, are paid by us to the suppliers at the time of material purchase). Separated contracts will require adjustment to the bid price.

Any requirements in excess of our basic general liability insurance coverage, i.e.: additional insured endorsements, additional coverage, etc., will require adjustments to the bid price.

Signed acceptance required.

Thank you for the opportunity to be of service.

Regards;

A handwritten signature in black ink that reads "Mo Brooks". The signature is written in a cursive, flowing style.

Mo Brooks,  
Owner

# Quotation

## GS Fire Protection, LLC

**SCR-0942**

125 Richardson Ct.  
Ste 150  
Allen, TX 75002

Tel: 877-606-1702  
Fax: 877-871-1703  
email: rfrost@gsfireprotectionllc.com

Quote No: 13-2634

Date 1/10/2014

### Project Information:

Builder	Contact	City
City of Lucas		Lucas

Terms
Net 15

### Design Criteria:

Occupancy Rating: fire and rescue facilities  
Equipment Manufacturer: Tyco, Anvil, Potter or equivalent  
System Type: wet/dry system  
Design Criteria: NFPA 13  
Current Code adopted by local AHJ

Project Address	Lucas Fire and Rescue

### Scope of Work:

See scope of work below.

### Pricing:

Item	Description	square footage	cost/square foot	Total
Install	New Install/Fire System - phase one - install fire sprinkler system in the existing building - work begins at stub up	8,000	1.85	14,800.00
Install	New Install/Fire System - phase two - install fire sprinkler system in new addition of living quarters for the fire house	9,300	1.85	17,205.00
Install	New Install/Fire System- cost of lift for phase one		700.00	700.00
	Note: Scope of work to begin at stub up. Underground not included in quote. All wet system, bays will be heated/cooled Sales Tax		8.25%	0.00
<b>Total</b>				<b>\$32,705.00</b>



## City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: 3/25/2014

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider an update for the City of Lucas Fire Station Expansion Project to include cost savings measures and directing Staff to complete the construction plans and advertise for bids.

### RECOMMENDED ACTION:

Staff recommends approval.

### SUMMARY:

Council has approved \$2.8 million for design, and construction of an addition and renovations to the city's existing fire station. The addition consists of an additional 9,300 square feet, with some new exterior elements on the existing bays and update of the fire suppression system and fire alarm system.

Plans were updated to DD stage; the project came in over budget at \$3,200,000. Staff and Architects have worked diligently to reduce costs to try and bring the project in at the approved budget. We were unsuccessful and have brought the final estimated cost \$2,953,000 to Council to adjust the approved amount.

On February 20<sup>th</sup> Council approved staff to move forward with final plans and to go out for bid on the Lucas Fire Station Expansion project. With the change in City Manager and Project Manager, Staff would like to discuss and consider the approval of allowing staff to direct architects Wiginton, Hooker, and Jeffry to finish plans and send out for bid for renovations to the existing bays and the new addition to Lucas Fire Station. No action may be needed; Staff wants to make certain Council is aware and supportive of the next steps in the addition process, and show what steps are being taken to reduce costs.

**MOTION:**

I make a Motion to .....

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

**City of Lucas Central Fire Station**

**Estimated Total Project Costs**

<b>Construction Cost</b>		<b>\$ 2,278,831</b>
Construction by Contractor	9,325 sf @ \$ 244/sf	\$ 2,278,831
<b>Design Services</b>		<b>\$ 294,789</b>
A&E Basic Service Fee (Includes Arch, Struct, Mech, Elect, Plumb)	9.50%	\$ 216,489
Programming		\$ 10,000
Civil Engineer		\$ 45,500
Detailed Cost Estimating		\$ 5,500
Topographic Survey		\$ 3,900
Geotechnical Investigation		\$ 6,700
Landscape and Irrigation		\$ 6,700
<b>Owner Costs</b>		<b>\$ 379,680</b>
A/E Reimbursables		\$ 20,000
Construction Material Testing		\$ 30,000
Commissioning / Air Balance Test		\$ 15,000
Asbestos Abatement		\$ 15,705
Demolition of existing house		\$ 7,115
FFE (Fixtures, Furn., Equipment)		\$ 42,000
Washer/Dryer		\$ 2,050
Refrigerators		\$ 3,500
Data/IT/Radio/Technology		\$ 59,425
Landscaping/ Irrigation		\$ 30,000
Water Utility piping - All		\$ 32,515
Landscape and Domestic meter		\$ 600
Flag Poles		\$ 4,500
Fire Protection System - New & Existing		\$ 33,760
Fire Pump		N/A
Fire Hydrant		\$ 3,000
Fire Alarm System - New & Existing		\$ 10,130
Apparatus Approach - Drainage Piping and Asphalt		N/A
Emergency Generator and Transfer Switch		\$ 66,380
Screen wall & gates around Generator		\$ 1,000
Advertisement for Bidding		\$ 3,000
Final Plat		\$ 2,200
<b>Total Project Cost</b>		<b>\$ 2,953,300</b>
<b>Total Project Budget</b>		<b>\$ 2,800,000</b>
<b>Variance</b>		<b>\$ (153,300)</b>



## City of Lucas Council Agenda Request

Council Meeting: April 3, 2014

Requestor: Stanton Foerster

Prepared by: \_\_\_\_\_

Account Code #: 21-8210-490-108

Date Prepared: March 24, 2014

Budgeted Amount: \$1,458,333.00

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the award of a construction contract between the City of Lucas and Dickerson Construction for a waterline along Stinson Road in an amount not to exceed \$1,075,374 and authorize the City Manager to execute the contract.

### RECOMMENDED ACTION:

Staff recommends approval, based on general engineering practice and the recommendation by BW2 Engineers, Inc.

### SUMMARY:

On March 17, 2014, seven bids were opened at city hall at 2 pm. All data was reviewed by BW2 and city staff. There were four add alternates considered during the bid process. Each of the alternates dealt with a different alignment within an area where no easements were obtained. With private sector development taking place on the west side of Stinson Road, Add Alternates No. 2, 3, and 4 will not be necessary.

The Base bid by Dickerson Construction Company was \$786,625.00, and their Add Alternate No. 1 was \$109,520.00. The proposed contract amount with Dickerson Construction Company is \$896,145.00. Staff is recommending a contingency of twenty (20%) percent in the amount of \$179,229.00. The contingency plus Base bid plus the Add Alternate No. 1 comes to a total of \$1,075,374.00.

The top three low bids are as follows:

	<u>Base</u>	<u>No1</u>	<u>Total</u>
1. Dickerson Construction	\$786,625	\$109,520	\$896,145
2. Jim Bowman Construction	\$842,550	\$118,150	\$960,700





SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the City of Lucas, Texas for Stinson Road Water Line (650 feet south of Lucas Road to Parker Road), for the City of Lucas, Texas, hereinafter called the "City" in accordance with the plans, specifications and contract documents prepared by BW2 Engineers, Inc., will be received at the office of the City Secretary of the City of Lucas, Texas, at 665 Country Club Road, Lucas, Texas, 75002 until 2:00 p.m. on March 17, 2014. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened. A pre-bid conference (non-mandatory) will be held at the City Hall at 665 Country Club Road, Lucas, Texas at 2:00 p.m. on March 11, 2014.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words:  

City of Lucas, Texas  
Stinson Road Water Line (650 feet south of Lucas Road To Parker Road)
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Lucas or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract, and Bidder shall execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from the office of BW2 Engineers, Inc., upon payment of a non-refundable fee of fifty dollars (\$50.00) per set, payable to BW2 Engineers, Inc., located at 1919 S. Shiloh Road, Suite 500, Garland, Texas, 75042, (972) 864-8200.
5. The right is reserved by the Mayor and the City Council, as the interest of the City may require, to reject any and all bids and to waive any informality in bids received. The right is reserved by the Mayor and the City Council to select any combination of bids that will best serve the interests of the City.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond and Maintenance Bond will be required by the Owner; each bond shall be in the amount of 100% of the total contract amount.
8. No officer or employee of the City of Lucas shall have a financial interest, direct or indirect, in any contract with the City of Lucas.

THE CITY OF LUCAS



3.0	2	EA. Furnish and Install Short Water Service Line, complete in place, per unit	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 1,300.00	\$ 2,600.00	\$ 950.00	\$ 1,900.00	\$ 850.00	\$ 1,700.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00
<b>TOTAL ADD ALTERNATE 2</b>			<b>\$</b>	<b>\$ 128,550.00</b>	<b>\$</b>	<b>\$ 62,865.00</b>	<b>\$</b>	<b>\$ 67,593.00</b>	<b>\$</b>	<b>\$ 81,325.00</b>	<b>\$</b>	<b>\$ 73,815.00</b>	<b>\$</b>	<b>\$ 104,270.00</b>	<b>\$</b>	<b>\$ 80,520.00</b>

**Add Alternate 3**

3.1	1025	L.F. Furnish and install Trench Safety System, design and implementation, complete in place, per unit	\$ 2.00	\$ 2,050.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 0.50	\$ 512.50
3.2	5	EA. Furnish and Install 12" 90 degree Bend, complete in place, per unit	\$ 1,200.00	\$ 6,000.00	\$ 1,100.00	\$ 5,500.00	\$ 830.00	\$ 4,150.00	\$ 1,295.00	\$ 6,475.00	\$ 800.00	\$ 4,000.00	\$ 800.00	\$ 4,000.00	\$ 800.00	\$ 4,000.00
3.3	4	EA. Furnish and Install 12" 22.5 degree Vertical Bend, complete in place, per unit	\$ 1,000.00	\$ 4,000.00	\$ 900.00	\$ 3,600.00	\$ 690.00	\$ 2,760.00	\$ 1,350.00	\$ 5,400.00	\$ 575.00	\$ 2,300.00	\$ 700.00	\$ 2,800.00	\$ 700.00	\$ 2,800.00
3.4	960	L.F. Furnish and Install 12" AWWA C900 DR-18 w/ Class "B+" Embedment, complete in place, per unit	\$ 72.00	\$ 69,120.00	\$ 37.50	\$ 36,000.00	\$ 48.90	\$ 46,944.00	\$ 42.00	\$ 40,320.00	\$ 64.00	\$ 61,440.00	\$ 62.00	\$ 59,520.00	\$ 83.00	\$ 79,680.00
3.5	70	L.F. Furnish and Install 12" AWWA C900 DR-18 w/ Class "G" Embedment, complete in place, per unit	\$ 125.00	\$ 8,750.00	\$ 45.00	\$ 3,150.00	\$ 119.00	\$ 8,330.00	\$ 65.00	\$ 4,550.00	\$ 75.00	\$ 5,250.00	\$ 82.00	\$ 5,740.00	\$ 95.50	\$ 6,685.00
3.6	10	S.Y. Sawcut, Remove and Replace Concrete Pavement, complete in place, per unit	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 75.00	\$ 750.00	\$ 100.00	\$ 1,000.00	\$ 65.00	\$ 650.00
3.7	1	L.S. Remove Existing Fence as required to install proposed 12" water line	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,800.00	\$ 4,800.00	\$ 2,000.00	\$ 2,000.00	\$ 10,400.00	\$ 10,400.00
<b>TOTAL ADD ALTERNATE 3</b>			<b>\$</b>	<b>\$ 94,920.00</b>	<b>\$</b>	<b>\$ 53,275.00</b>	<b>\$</b>	<b>\$ 70,209.00</b>	<b>\$</b>	<b>\$ 62,770.00</b>	<b>\$</b>	<b>\$ 79,565.00</b>	<b>\$</b>	<b>\$ 76,085.00</b>	<b>\$</b>	<b>\$ 104,727.50</b>

**Add Alternate 4**

4.1	1025	L.F. Furnish and install Trench Safety System, design and implementation, complete in place, per unit	\$ 2.00	\$ 2,050.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 1.00	\$ 1,025.00	\$ 0.50	\$ 512.50
4.2	4	EA. Furnish and Install 12" 90 degree Bend, complete in place, per unit	\$ 1,200.00	\$ 4,800.00	\$ 1,100.00	\$ 4,400.00	\$ 830.00	\$ 3,320.00	\$ 1,295.00	\$ 5,180.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00
4.3	5	EA. Furnish and Install 12" 45 degree Vertical Bend, complete in place, per unit	\$ 1,100.00	\$ 5,500.00	\$ 900.00	\$ 4,500.00	\$ 740.00	\$ 3,700.00	\$ 1,750.00	\$ 8,750.00	\$ 575.00	\$ 2,875.00	\$ 700.00	\$ 3,500.00	\$ 700.00	\$ 3,500.00
4.4	725	L.F. Furnish and Install 12" AWWA C900 DR-18 w/ Class "B+" Embedment, complete in place, per unit	\$ 62.00	\$ 44,950.00	\$ 37.50	\$ 27,187.50	\$ 48.90	\$ 35,452.50	\$ 42.00	\$ 30,450.00	\$ 64.00	\$ 46,400.00	\$ 72.00	\$ 52,200.00	\$ 83.00	\$ 60,175.00
4.5	105	L.F. Furnish and Install 12" AWWA C900 DR-18 by Wet Bore (no steel casing), complete in place, per unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 21,000.00	\$ -	\$ -	
4.6	320	L.F. Furnish and Install 12" AWWA C900 DR-18 w/ 20" Steel Casing by Boring and Jacking, complete in place, per unit	\$ 400.00	\$ 128,000.00	\$ 425.00	\$ 136,000.00	\$ 275.00	\$ 88,000.00	\$ 310.00	\$ 99,200.00	\$ 391.00	\$ 125,120.00	\$ 380.00	\$ 121,600.00	\$ 283.00	\$ 90,560.00
<b>TOTAL ADD ALTERNATE 4</b>			<b>\$</b>	<b>\$ 185,300.00</b>	<b>\$</b>	<b>\$ 173,112.50</b>	<b>\$</b>	<b>\$ 131,497.50</b>	<b>\$</b>	<b>\$ 144,605.00</b>	<b>\$</b>	<b>\$ 178,620.00</b>	<b>\$</b>	<b>\$ 202,525.00</b>	<b>\$</b>	<b>\$ 157,947.50</b>

**CITY OF LUCAS, TEXAS**

**PUBLIC WORKS CONSTRUCTION PROJECT**

**Stinson Road Waterline Project,  
Dickerson Construction Company**

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# City of Lucas, Texas

This Agreement is made by and between the City of Lucas, Texas, a home-rule municipality (hereinafter referred to as the "City") and Dickerson Construction Company, (hereinafter referred to as the "Contractor") for construction of Stinson Road Waterline, (hereinafter referred to as the "Project"), the City and the Contractor hereby agreeing as follows:

## ARTICLE I

### THE CONTRACT AND THE CONTRACT DOCUMENTS

#### 1.1 THE CONTRACT

1.1.1 The contract between the City and the Contractor, of which this agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

#### 1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this agreement, the General Conditions, the Special Conditions, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Shop Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, the addenda, exhibits and attachments thereto, any other amendments hereto executed by the parties hereafter, together with the following (if any): none.

#### 1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.

#### 1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

#### 1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The word "City" includes the City of Lucas, Texas, a municipal corporation, and its public officials, officers, employees, agents and employees. The word "Contractor" includes the Contractor and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.



1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings or Product Data, shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings, Plans and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. THE CONTRACTOR ASSUMES ALL RISK OF ERRORS, AMBIGUITIES AND INACCURACIES. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## **1.6 OWNERSHIP OF CONTRACT DOCUMENTS**

1.6.1 The Contract Documents, and each of them individually and collectively, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

## **ARTICLE II**

### **THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract.

#### **2.2 WORK**

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, permits and licenses required of the Contractor, power, water, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Approximate quantities for Stinson Road Waterline include items listed in Bid Tabulations for the Base Bid and the Add Alternate No. 1 Bid dated March 17, 2014, from Dickerson Construction Company and the Project Manual (BW2 No. 12-1544 excluding pages CA-1 through CA-3); and other miscellaneous improvements as shown on the plans and in accordance with the specifications.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish

satisfactory proof of the type, kind, and quality of materials.

### ARTICLE III

#### CONTRACT TIME

##### 3.1 SUBSTANTIAL COMPLETION

3.1.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

##### 3.2 TIME

3.2.1 The Contractor shall commence the Work within thirty (30) days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than two hundred ten (210) calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by the Contractor constitutes an agreement that adequate time has been allotted for this Contract, given the Contract Price.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's or Engineer's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 The Contractor shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to and approved by the Engineer and the City on a regular basis as required by the Contract Documents. If no reference is made to construction schedules in the Contract Documents, then construction schedules

shall be submitted with each Application for Payment

##### 3.3 TIME IS OF THE ESSENCE

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION. The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 The City will assess liquidated damages for late or untimely performance and may, at the City's sole option, elect to allow Contractor to continue with the Work, or may declare Contractor to be in breach and default of the Contract and order Contractor to remove all equipment and personnel from the work site. All remedies for Contractor's late performance shall be nonexclusive and cumulative without waiver of any other, and the City's election of one shall not preclude the City from pursuing any other.

3.3.4 It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract. These delays have been considered and included in the determination of the scheduled completion date and the Contract Price.

##### 3.4 LIQUIDATED DAMAGES; EARLY COMPLETION BONUS

3.4.1 The Contractor shall pay the City the sum of \$310.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. If the Contractor has submitted a Statement of Delay with the appropriate Application for Payment as required by Subparagraph 5.2.3, and/or has complied with the notice and Change Order requirements of this Contract, the Engineer shall have sole discretion to determine whether a delay is excused or unexcused and the Engineer's determination thereof shall be final and binding on the parties.

**3.5 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER**

3.5.1 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver thereof and Contractor shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should the Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods

of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm. The Contractor shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.3 The Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. The Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

**ARTICLE IV**

**CONTRACT PRICE**

**4.1 THE CONTRACT PRICE**

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of **\$896,145.00**.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, or the assessment of liquidated damages or the award of an early completion bonus.

## **ARTICLE V**

### **PAYMENT OF THE CONTRACT PRICE**

#### **5.1 SCHEDULE OF VALUES**

5.1.1 The Schedule of Values, submitted to and accepted by the City and Engineer at the time of the Contractor's bid, allocates the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall have been prepared, or at the City's or Engineer's request shall be amended prior to the commencement of construction, in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Engineer and the City.

#### **5.2 PAYMENT PROCEDURE**

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the City by the Engineer, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 **APPLICATION FOR PAYMENT** - On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the City or the Engineer may require. The Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance

with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the City the amount properly owing to the Contractor. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 **STATEMENT OF DELAY** - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.5 **RETAINAGE** - If the Contract Price set forth in Subparagraph 4.1.1 exceeds \$400,000, the City shall withhold retainage of ten (10) percent from each progress payment to secure performance of the Contract and shall deposit in an interest-bearing account that portion of the retainage withheld that exceeds five (5) percent of the progress payment. If a different percentage is set forth in the Invitation to Bid, then that percentage shall apply.

5.2.6 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City when installed at the Project site, regardless of the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.7 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work,

the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.8 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict compliance with this Contract.

### **5.3 WITHHELD PAYMENT**

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, likely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all work called for by this Contract and final acceptance by the Engineer and the City);
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

- (h) failure to submit an updated project schedule in accordance with Subparagraph 3.2.3.
- (i) failure to submit record drawings in accordance with Subparagraph 7.9.1.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

### **5.4 UNEXCUSED FAILURE TO PAY**

5.4.1 If within twenty (20) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

### **5.5 CERTIFICATE OF SUBSTANTIAL COMPLETION**

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer and the City on the basis of an inspection determine that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence on and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and the

Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City shall pay the Contractor for all work completed to date, less retainage.

## **5.6 COMPLETION AND FINAL PAYMENT**

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price (including retainage and the interest accrued on the retainage in excess of five (5) percent if the Contract Price is in excess of \$400,000), plus an early completion bonus, if any, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds

withheld, but no longer applicable, as liquidated damages. Liquidated damages shall be deducted first from any earned early completion bonus, then from any sums otherwise due to the Contractor.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 The City shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Other than interest on retainage in excess of 5% under Paragraph 5.2.5, under no circumstances shall Contractor be entitled to receive interest on any payments or monies due Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

## **ARTICLE VI**

### **THE CITY**

#### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY**

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make

complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The City shall furnish the Contractor, free of charge, two copies of the Contract Documents for execution of the Work.

## **6.2 RIGHT TO STOP WORK**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, if the Contractor fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that the Contractor is not and will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

## **6.3 CITY'S RIGHT TO PERFORM WORK**

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

## **ARTICLE VII**

### **THE CONTRACTOR**

#### **7.1 MUST FOLLOW CONTRACT**

7.1.1 The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction. The Contractor shall perform the Work strictly in accordance with this Contract

#### **7.2 PROSECUTION OF WORK**

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.2 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.3 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.3.4 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Engineer with the Contractor's manner and means of performing that part of the Work.

**7.4 WARRANTY**

7.4.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. THE CONTRACTOR WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.

**7.5 PERMITS; FEES; LICENSES**

The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

**7.6 SUPERVISION**

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the Engineer.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____

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

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

**7.7 WORK SCHEDULE**

7.7.1 At the pre-construction meeting, the Contractor shall submit to the City and the Engineer for their information, the Contractor's schedule for completing the Work (also referred to herein as the construction schedule). The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Engineer.

7.7.2 The Contractor's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a default and a material breach of this Contract.

**7.8 ON-SITE DRAWINGS**

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

**7.9 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

7.9.1 The Contractor shall submit, with each



Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Engineer's plans and specifications and the Contract Documents.

7.9.2 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.3 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of this Contract.

#### **7.10 CLEANING THE SITE AND THE PROJECT**

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. The Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials during construction and, upon completion of construction, shall clean the site and remove all such material together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a landfill approved by the Texas Commission on Environmental Quality. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

#### **7.11 ACCESS TO WORK AND INSPECTIONS**

7.11.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

#### **7.12 INDEMNITY AND DISCLAIMER**

7.12.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL

BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT WAIVING THE CITY'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.12.2 The Contractor will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a standard form Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **7.13 NONDISCRIMINATION**

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

#### **7.14 PREVAILING WAGE RATES**

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request (or attached to this contract as a part of the exhibits), which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, Contractor shall make available for inspection and

copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to insure compliance with this provision.

#### **7.15 JOB SITE SAFETY PRECAUTIONS**

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

#### **7.16 WARNING DEVICES AND BARRICADES**

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Engineer to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

#### **7.17 PROTECTION OF UTILITIES AND OTHER CONTRACTORS**

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor shall coordinate any utility conflicts with the owner of the utility and no

extension of time will be requested or given if adequate coordination is not provided by Contractor.

7.17.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the scheduled completion date. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Engineer and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

## **ARTICLE VIII**

### **CONTRACT ADMINISTRATION**

#### **8.1 THE ENGINEER**

8.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Engineer, or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or re-designated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer, the title of Contract Administrator, or the fact that the Engineer is an employee of the City.

In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer and the status of the replacement Engineer shall be that of the former Engineer.

#### **8.2 ENGINEER'S ADMINISTRATION**

8.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer

shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and the Contractor shall communicate with each other in the first instance through the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

### **8.3 CLAIMS BY THE CONTRACTOR**

8.3.1 The Engineer shall determine all claims and matters in dispute between the Contractor and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Engineer within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute and the Engineer shall render a written decision within a reasonable time thereafter. The Engineer's decisions shall be final and binding on the parties. In the event that either party objects to the Engineer's determination as to any submitted dispute, that party shall submit a written objection to the Engineer and the opposing party within ten (10) days of receipt of the Engineer's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the City's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions,

the Contractor must give the City and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

### **8.4 EXTRA WORK**

8.4.1 The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.4.2 The parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

### **8.5 CLAIMS FOR ADDITIONAL COSTS OR TIME; CONTRACT PRICE INCREASE**

8.5.1 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any right to or claim for additional compensation.

8.5.2 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors. The City shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

8.5.3 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

## **8.6 FIELD ORDERS**

8.6.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

## **8.7 MEDIATION**

8.7.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Engineer and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Engineer's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.7.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Engineer in accomplishing the timely completion of the Project.

## **ARTICLE IX**

### **SUBCONTRACTORS**

#### **9.1 DEFINITION**

9.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

#### **9.2 AWARD OF SUBCONTRACTS**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to

the City by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor.

## **ARTICLE X**

### **CHANGES IN THE WORK**

#### **10.1 CHANGES PERMITTED**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

#### **10.2 CHANGE ORDER DEFINED**

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

#### **10.3 CHANGES IN THE CONTRACT PRICE**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties, and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the City or the Engineer require, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

#### **10.4 MINOR CHANGES**

10.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

## **10.5 EFFECT OF EXECUTED CHANGE ORDER**

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## **10.6 NOTICE TO SURETY; CONSENT**

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

# **ARTICLE XI**

## **UNCOVERING AND CORRECTING WORK**

### **11.1 UNCOVERING WORK**

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the City, be uncovered for the Engineer's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time or Contract Price.

11.1.2 If any of the Work is covered in a manner consistent with the Engineer's request or the provisions of this Contract, it shall, if required by the Engineer or City, be uncovered for the Engineer's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

## **11.2 CORRECTING WORK**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the Engineer's services and expenses made necessary thereby.

11.2.2 If within four (4) years after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this four year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the four year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

## **11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK**

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so at its sole discretion. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

# **ARTICLE XII**

## **CONTRACT DEFAULT**

## AND TERMINATION

### 12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon fifteen (15) days' written notice to the City and the Engineer, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the City shall have fifteen (15) days to remedy its failure and if not so cured, the Contractor may terminate performance under this Contract by written notice to the Engineer and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

### 12.2 TERMINATION BY THE CITY

#### 12.2.1 FOR CONVENIENCE

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;



- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

12.2.1.5 The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly by amounts withheld by the City and reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

#### 12.2.2 FOR CAUSE

12.2.2.1 The following constitute grounds for termination of this Contract by the City:

- (a) the Contractor's failure or refusal to prosecute the Work in a timely manner;
- (b) The Contractor abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City;
- (c) the Contractor fails to meet milestones or comply with approved construction schedules;
- (d) the Contractor fails to grant or allow access to the jobsite by the City or Engineer;
- (e) the Contractor fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials;
- (f) the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- (g) the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or,
- (h) the Contractor is otherwise guilty of a violation of a material provision of this Contract.

In the event of the occurrence of any one or more of the above events, the City may by written notice to the Contractor, without prejudice to any other right or

remedy, terminate the employment of the Contractor, exclude the Contractor from the job site, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

#### 12.3 USE OF THIRD-PARTY OVERSIGHT OR CONSTRUCTION MANAGER

12.3.1 Should the City allow the Contractor to continue its performance of Work notwithstanding an event of default specified in Subparagraph 12.2.2.1, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

### ARTICLE XIII INSURANCE

#### 13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at its own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this Contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

**13.2 TYPES AND AMOUNTS OF CONTRACTOR’S INSURANCE**

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	As set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$1,000,000 Each Accident/Occurrence.
City’s Protective Liability Insurance	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Excess/Umbrella Liability	\$600,000 per occurrence \$1,000,000 aggregate
Endorsement CG 2503	\$1,000,000 per occurrence w/drop down coverage
	Amendment Aggregate Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project.

Automobile Liability \$500,000 Combined single limit per occurrence.

**13.3 ADDITIONAL INSURED**

13.3.1 The City and the Engineer shall be named as an additional insured on the Commercial General Liability (Public), City’s Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

**13.4 WRITTEN NOTIFICATION**

13.4.1 Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the City of Lucas, Attention: Stanton Foerster, 665 Country Club Road, Lucas, TX 75002-7651.

**13.5 PREMIUMS AND ASSESSMENTS; SUBROGATION**

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor. Insurance Companies shall have no right of subrogation against the City or the Engineer.

**13.6 CERTIFICATE OF INSURANCE**

13.6.1 Proof that the insurance is in force shall be furnished to the City on Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City, the contractor shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

**13.7 PRIMARY COVERAGE**

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City, for its benefit, including self insurance.

**13.8 WORKER’S COMPENSATION INSURANCE COVERAGE**

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
  - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide

coverage. This notice shall comply with the requirements established by the Division of Workers Compensation of the Texas Department of Insurance, or its successor agency.

and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
  - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
  - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
  - (C) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (D) obtain from each other person with whom it contracts, and provide to the Contractor:
    - (i) a certificate of coverage, prior to the other person beginning work on the project; and
    - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract by the Contractor and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the full Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas.

**ARTICLE XIV**

**MISCELLANEOUS**

**14.1 LAWS AND ORDINANCES**

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

**14.2 GOVERNING LAW**

14.2.1 The Contract shall be governed by the laws of the State of Texas. Exclusive venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Collin County, Texas.

**14.3 SUCCESSORS AND ASSIGNS**

14.3.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

**14.4 SURETY BONDS**

14.4.1 The Contractor shall furnish separate performance and payment bonds to the City,

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

**14.5 FORCE MAJEURE**

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if the Contractor's failure to perform continues for more than twenty (20) calendar days, the City may at its option terminate

this Agreement immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2.2 of this Contract.

**14.6 IMMUNITIES; DEFENSES**

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

**14.7 NO RIGHTS IN THIRD PARTIES**

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

**14.8 SEVERABILITY**

14.8.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining

terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

**14.9 AMENDMENTS; NO WAIVER**

14.9.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

**14.10 NOTICES**

14.10.1 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed to the other party or Engineer at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Engineer.

EXECUTED in single or multiple originals, this 3rd day of April, 2014

**CITY OF LUCAS, TEXAS**

**CONTRACTOR:**

\_\_\_\_\_  
Joni Clarke, CPM  
City Manager

\_\_\_\_\_  
(Type/Print Name and Title)

ATTEST:

---

(Street Address)

---

Kathy Wingo, TRMC, MMC  
City Secretary

---

(City/State/Zip)

APPROVED AS TO FORM:

---

Joe Gorfida, Jr.  
City Attorney



## BW2 ENGINEERS, INC.

March 24, 2014

Mr. Stanton Foerster, P.E.  
Public Works Director  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002

Dear Stanton:

On Monday, March 17, bids were received for the Stinson Road Water Line project. Bids were received from seven contractors. Attached is a copy of the Bid Tabulation for the project showing all of the bids received. Dickerson Construction Company was the low bidder on the Base Bid in the amount of \$786,625.00 and the low bidder on the Add Alternate No. 1 Bid in the amount of \$109,520.00. It is our understanding that the City intends to construct the Base Bid project plus the Add Alternate No. 1 project, resulting in a total low bid of \$896,145.00.

Dickerson Construction Company has been in the construction business for over 40 years. They have completed approximately 100 projects similar in scope to the Stinson Road Water Line project. They have the experience, the equipment, and the personnel to successfully construct this project. Therefore, it is recommended that this project, including the Base Bid project and Add Alternate No. 1 project, be awarded to Dickerson Construction Company.

Sincerely,

A handwritten signature in blue ink that reads "Michael R. Burge".

Michael R. Burge, P.E.  
Project Manager

MRB:maw  
Enclosure



**City of Lucas  
Council Agenda Request**

Council Meeting: April 3, 2014

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Adjournment.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to adjourn the meeting at \_\_\_\_\_ p.m.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_