



**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

Bait Shop Waterline Relocation

RFP #027-22

Prepared By:

Huitt-Zollars, Inc.

5430 LBJ Freeway, Suite 1500

Dallas, TX 75240

Prepared For:

City of Lucas

665 Country Club Road

Lucas, TX 75002

DECEMBER 2022



**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

Bait Shop Waterline Relocation

RFP #027-22

**Prepared By:
Huitt-Zollars, Inc.**



The seal appearing on this document was authorized by
John Ho, TX PE No. 58873 on
December 16, 2022.

Huitt-Zollars, Inc.
5430 LBJ Freeway, Suite 1500
Dallas, TX 75240

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ADDENDA



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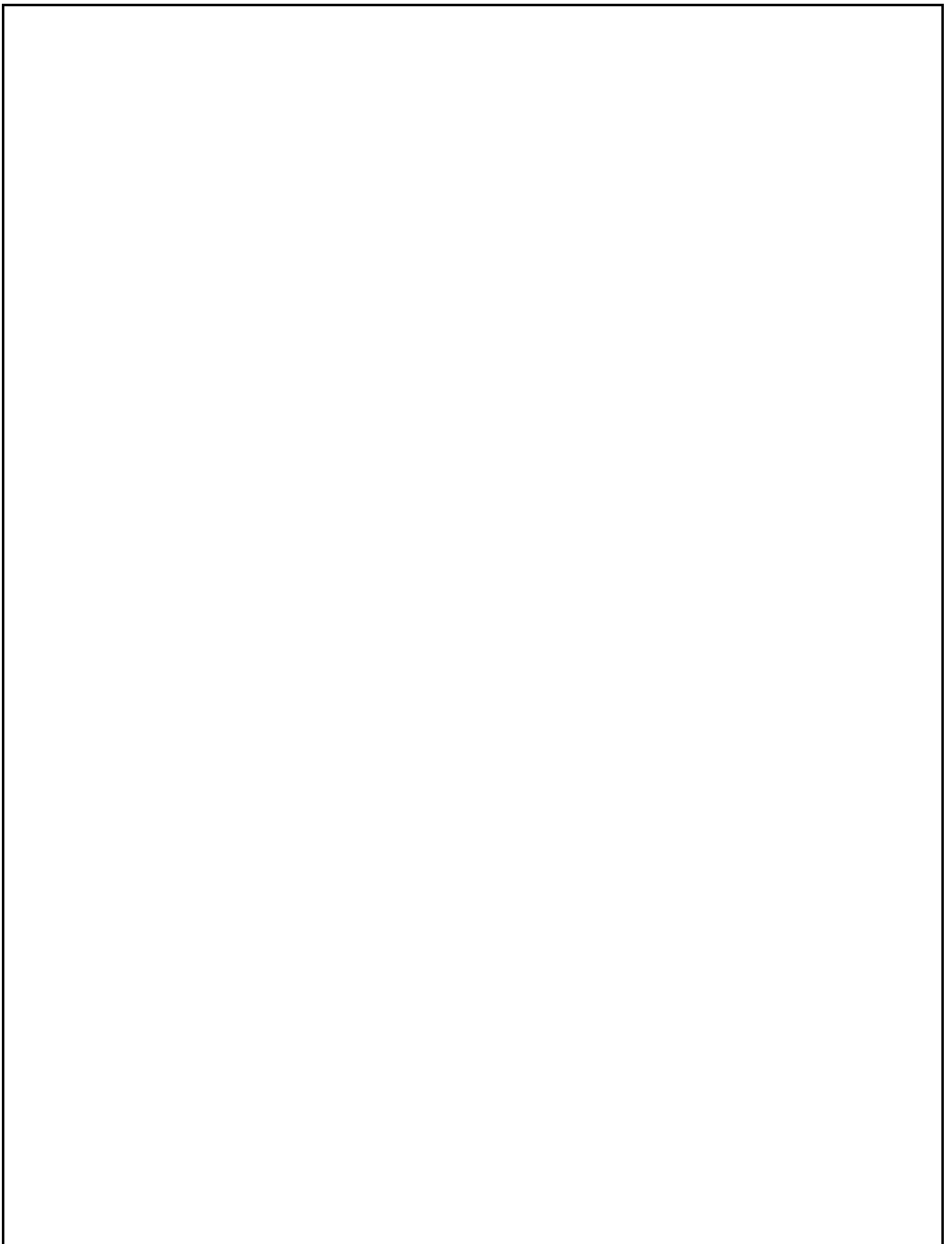


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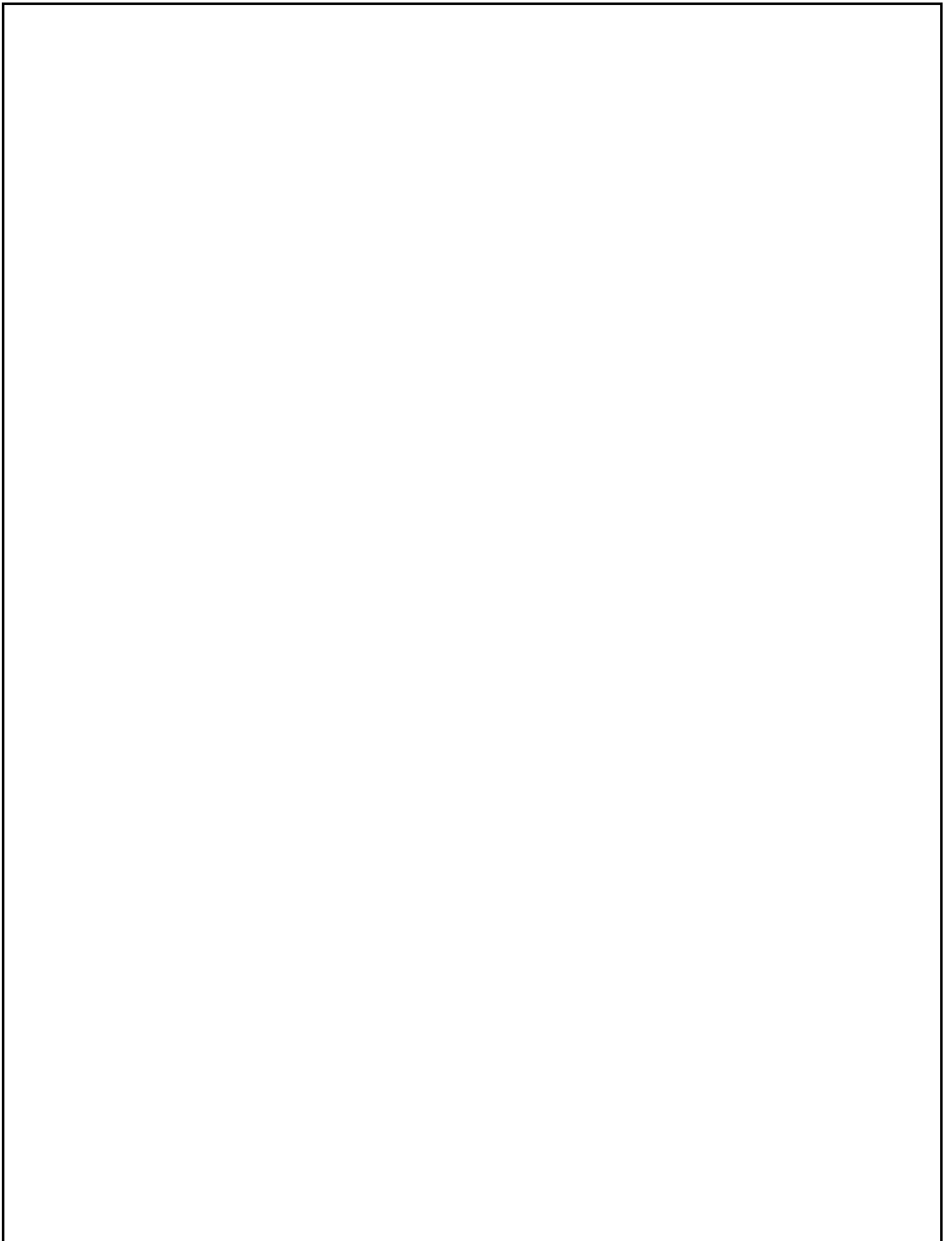
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SECTION 2
NOTICE TO CONTRACTORS



**NOTICE TO CONTRACTORS
CITY OF LUCAS**

Bait Shop Waterline Relocation

RFP #027-22

Sealed bids shall be addressed to the Purchasing Manager and received in the Purchasing Department located 665 Country Club Road, Lucas, Texas, 75002, **prior to 2:00 p.m. on Thursday, January 26, 2023.** Bids will be opened and read aloud at 2:30 p.m. the same day at the same location, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for:

Waterline relocation of a 12" water line along West/East Lucas Road (FM 1378/FM 3286) and Southview Drive (FM 1378) as a part of the TxDOT FM 1378/FM 3286 Intersection Improvements project. The waterline relocation is along Prado Verde Drive and the east side of Southview Drive (FM 1378) and a short section along the south side of East Lucas Road (FM 3286) east of Southview Drive (FM 1378).

Bids shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the bid submitted, payable without recourse to the City of Lucas, Texas, or an acceptable bid bond for the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of the contract.

The successful contractor must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, and a Maintenance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals within ten (10) days after the notice of award of the contract.

The right is reserved, as the interest of the Owner may require, to reject any and all bids, to waive any informality in the bids received, and to select the bid best suited to the Owner's best interest. The successful contractor must have completed a minimum of three similar projects within the last five years.

The construction is expected to take 180 calendar days.

(SEE NEXT PAGE)

A set of plans, specifications and bid documents will be available **beginning at 12:00 p.m. on Monday, January 9, 2023.** PLANS AND SPECIFICATIONS and contract documents may be examined without charge at the office of The City of Lucas. The electronic version of the plans, specification and contract documents in PDF format may be obtained without charge from the website **www.civcastusa.com**.

All inquiries and questions must be made in writing on **www.civcastusa.com**, prior to **12:00 p.m. on Monday, January 23, 2023.** Engineer will provide to prospective Bidders of Record such Addenda as Engineer considers necessary in response to questions received.

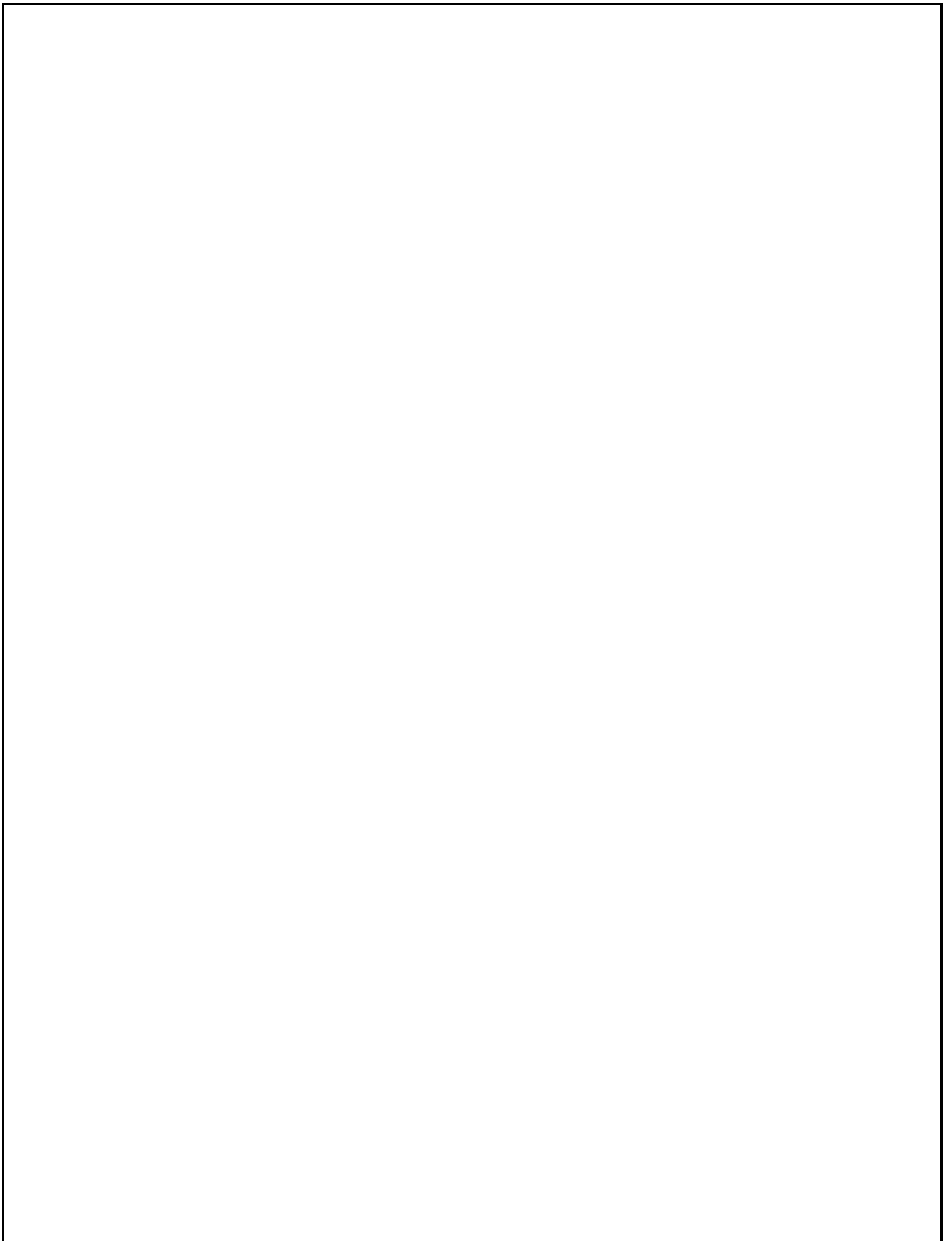
A non-mandatory pre-bid meeting will be held **on Thursday, January 19, 2023 at 2:00 p.m. in person at City of Lucas' City Hall, located at 665 Country Club Road, Lucas, Texas, 75002.**

ADVERTISEMENT DATES:

Sunday, January 8, 2023

Sunday, January 15, 2023

SECTION 3
PROPOSAL AND
BID SCHEDULE



**PROPOSAL
TO
THE CITY OF LUCAS, TEXAS**

Performing All Work Required
For the Construction of the

Bait Shop Waterline Relocation
RFP #027-22

The undersigned as bidder, declares that the only person or parties interested in the Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications in accordance with the provisions of the Special Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

Bid Bond is required for this project. If required, the Bid Bond will be in the amount of 5% of the Contract Bid Price.

The bid security accompanying this Proposal shall be returned to the bidder, unless, in case of the acceptance of the Proposal, the bidder shall fail to execute a contract and a Performance Bond within ten (10) days after its acceptance, in which case the bid security shall become property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure by the bidder. It is understood that the Owner reserves the rights to reject any and all bids and to waive any informality in the bids received.

City of Lucas, Texas
Bait Shop Waterline Relocation

CONTRACT BID SCHEDULE

WATER IMPROVEMENTS

Item No.	Quantity	Units	Description	Unit Price	Amount
100	1	LS	Mobilization complete in place.	\$ _____	\$ _____
101	1	LS	Site Preparation complete in place.	\$ _____	\$ _____
102	225	LF	Remove and dispose of chain-link fence on City of Lucas/Bassler property line, complete in place.	\$ _____	\$ _____
103	12	LF	Furnish and install 2-inch C-900 DR-14 PVC water pipe, complete in place.	\$ _____	\$ _____
104	519	LF	Furnish and install 4-inch C-900 DR-14 PVC water pipe, complete in place.	\$ _____	\$ _____
105	109	LF	Furnish and install 6-inch C-900 DR-14 PVC water pipe, complete in place.	\$ _____	\$ _____
106	3,211	LF	Furnish and install 12-inch C-900 DR-14 PVC water pipe, complete in place.	\$ _____	\$ _____
107	292	LF	Furnish and install 12-inch C-900 DR-14 PVC water pipe with 21-inch steel encasement (1/2" thick) by other than open cut, complete in	\$ _____	\$ _____
108	250	LF	Furnish and install 12-inch C-900 DR-14 PVC water pipe by wet bore, complete in place.	\$ _____	\$ _____
109	18	EA	Install 1" water service and meter, complete in place.	\$ _____	\$ _____
110	2	EA	Furnish and install 4-inch gate valve, complete in place.	\$ _____	\$ _____
111	8	EA	Furnish and install 6-inch gate valve, complete in place.	\$ _____	\$ _____
112	13	EA	Furnish and install 12-inch gate valve, complete in place.	\$ _____	\$ _____
113	2	EA	Furnish and install 2-inch blow off flush valve assembly (one 12"x4" reducer, two 5 1/4" valve boxes, one 2" curb stop, one FM550 blow off valve) complete in place.	\$ _____	\$ _____
114	8	EA	Furnish and install fire hydrant assembly, complete in place.	\$ _____	\$ _____
115	6	EA	Remove and deliver existing fire hydrant, complete in place.	\$ _____	\$ _____
116	2,480	LF	Remove existing 12-inch water pipe, complete in place.	\$ _____	\$ _____

117	485	LF	Abandon existing 12-inch water pipe, complete in place.	\$ _____	\$ _____
118	3	EA	Connect to exist water line, complete in place.	\$ _____	\$ _____
119	26	EA	Cut & plug existing water line, complete in place.	\$ _____	\$ _____
120	1	LS	Water testing, complete in place.	\$ _____	\$ _____
121	2,442	SY	Furnish and install 4-inch top soil, complete in place.	\$ _____	\$ _____
122	2,442	SY	Furnish and install block sod (match existing), complete in place.	\$ _____	\$ _____
123	1	LS	SWPPP, complete in place.	\$ _____	\$ _____
124	1	LS	Material Testing	\$ _____	\$ _____
Total Water Improvements =				\$ _____	

SECTION 4
CERTIFICATE OF
INTERESTED PARTIES



CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 Texas Local Government Code requires the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including family, business, and financial relationships such persons may have with City officers and employees involved in the planning, recommending, selecting, and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Bidder acknowledges by doing business or seeking to do business with the City that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with the City who does not comply with this practice may risk award consideration of any City contract.

For a listing of current City Officers:

www.cor.net/modules/showdocument.aspx?documentid=9001

CERTIFICATE OF INTERESTED PARTIES

Texas Government Code section 2252.908 provides that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The successful Bidder will be required to submit a signed 1295 form to the City prior to the award of this bid and/or prior to signing a contract with the City. The successful Bidder will be required to download the form via the Texas Ethics Commission's website at:

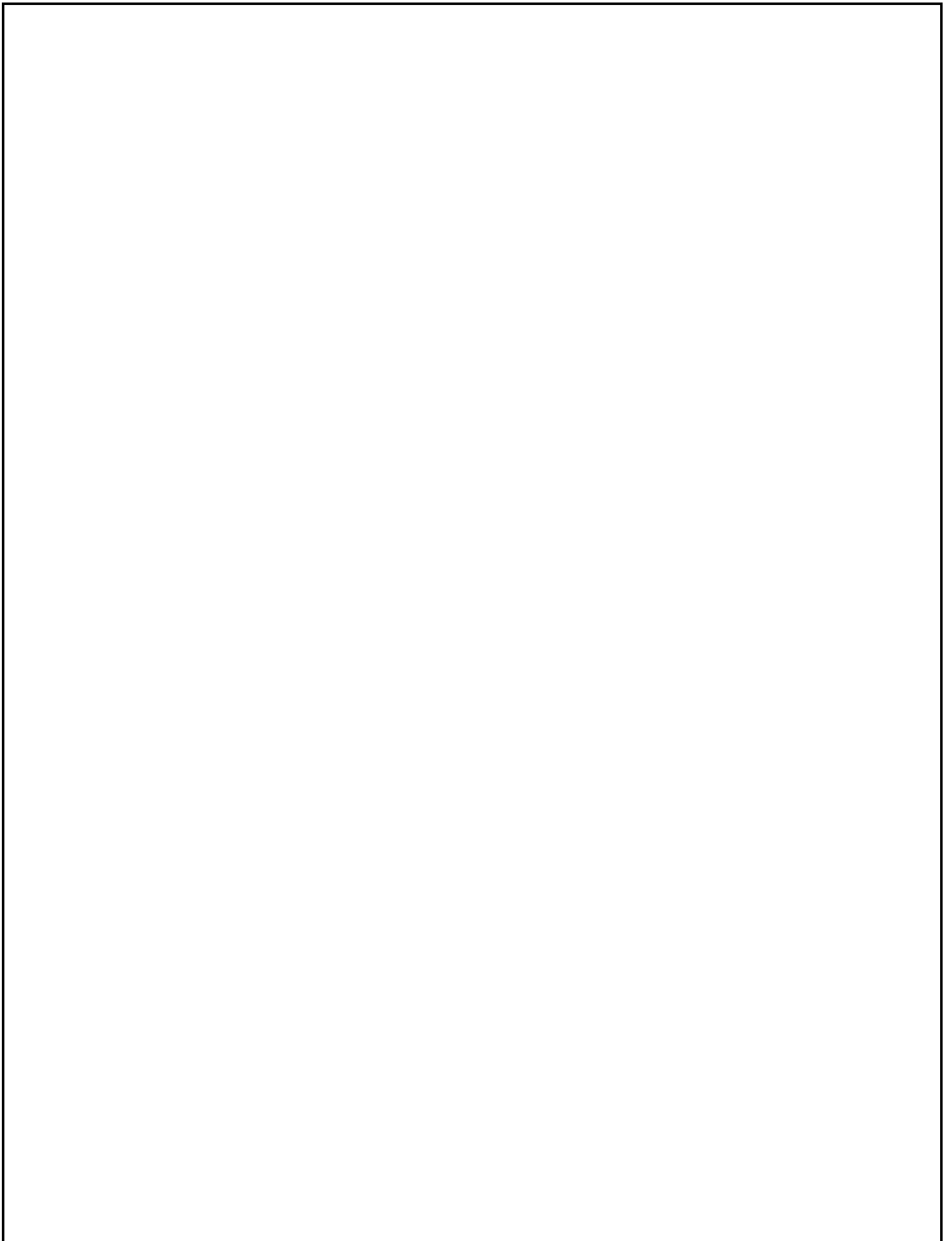
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The "identification number" to be used on the 1295 form for this procurement is:

Bid No.

All prospective Bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful Bidder for this procurement.

SECTION 5
PUBLIC WORKS CONTRACT



CITY OF LUCAS, TEXAS

PUBLIC WORKS CONSTRUCTION PROJECT

Bait Shop Waterline Relocation,

RFP #027-22

Vendor name

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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 **[ENTER CONTRACTOR LEGAL NAME]**, (hereinafter referred to as the "Contractor") for construction of the *Bait Shop Waterline Relocation*, (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):

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 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 the *Bait Shop Waterline Relocation* include **3,211 LF 12” PVC Water Pipe, 109 LF 6” PVC Water Pipe, 519 LF 4” PVC Water Pipe, 12 LF 2” PVC Water Pipe, 18-1” Water Service & Meter, 292 LF 12” PVC Water Pipe Bored with 21” Steel Encasement Pipe, 250 LF Wet Bore 12” PVC Water Pipe, 8 Fire Hydrants, 2480 LF Removal of Existing Waterline, and 2,442 SY of Block Sod and Top Soil;** 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 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than **180** 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 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 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 **\$500** 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 City shall have sole discretion to determine whether a delay is excused or unexcused and the City'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

\$/ENTER CONTRACT AMOUNT/.

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 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 request shall be amended prior to the commencement of construction, in such form, with such detail, and supported by such data as 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 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 City and upon Certificates for Payment subsequently issued by the City, 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 City in such form and manner, and with such supporting data and content, as the City 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 City 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 City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the City's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the City 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 City'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 five (5) percent from each progress payment to secure performance of the Contract. 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 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 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 City a list of items to be completed or corrected. When the City on the basis of an inspection determine that the Work is in fact substantially complete, the City 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 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 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 thereof in writing. Thereupon, the City 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 City 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. If the City 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 City 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 City 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 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 City'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 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.

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 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.

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 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.

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, 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 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 City. Approval by the City, 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 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, 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 City 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 City 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 City 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 CITY

8.1.1 When used in this Contract the term "City" does not necessarily denote a duly licensed, trained or certified engineer; the term shall be used interchangeably and shall mean a designated Engineer, Engineer, or Contract Administrator 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. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Contract Administrator.

8.2 CITY'S ADMINISTRATION

8.2.1 The City in writing will perform those duties and discharge those responsibilities as set forth in this Contract. The City's representative shall serve 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.

8.2.3 The City shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The City 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 City will review the Contractor's Applications for Payment and will certify for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

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

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

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

8.2.9 The City'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 City 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 City 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 City shall render a written decision within a reasonable time thereafter. The City's decisions shall be final and binding on the parties. In the event that the Contractor objects to the City's determination as to any submitted dispute, the Contractor shall submit a written objection to the City within ten (10) days of receipt of the City'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 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 City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the City 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 City 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, for such reasonable time as the City 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 City 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 City 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 City'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 City 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, 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 Contractor shall present, in such form and with such content as the City 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.

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 City 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 City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City'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 City's request or the provisions of this Contract, it shall, if required by the City, be uncovered for the City'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 City 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, 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 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 specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. 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;
- (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	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
City's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage

Endorsement CG 2503	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: Scott Holden, P.E., 665 Country Club Road, Lucas, TX 75002-7561.

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.

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, 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.

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 NO BOYCOTT ISRAEL

14.10.1 Pursuant to Texas Government Code Chapter 2270, the Contractor agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

14.11 COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.

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

14.12 NOTICES

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

EXECUTED in single or multiple originals, this _____ day of _____, 2023.

CITY OF LUCAS, TEXAS

CONTRACTOR:

Mayor or City Manager

(Signature)

(Type/Print Name and Title)

ATTEST:

(Street Address)

City Secretary (Rev. 03/14)

(City/State/Zip)

APPROVED TO FORM

City Attorney

SECTION 6
PERFORMANCE BOND



PERFORMANCE BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF DALLAS AND COLLIN

THAT _____ of the City of _____, _____ County, State of Texas, and _____ (as Principal), and _____ (as "Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the City of Lucas, Texas (the "City") in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, _____ the Principal has entered into a certain written contract with the City of Lucas, Texas, dated the _____ day of _____, 2023, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions, modifications, and change orders thereof, and according to the true intent and meaning of said contract and the plans and specification hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Code and Chapter to the same extend as if it were fully copied at length herein.

Surety, for value received, stipulates and agrees that this Bond and the penal sum herein shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this bond may be subject to. If the Surety's obligation under this bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteeed to do business in the State of Texas. In addition to the foregoing, If this bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties

and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2023.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address: _____

SURETY:

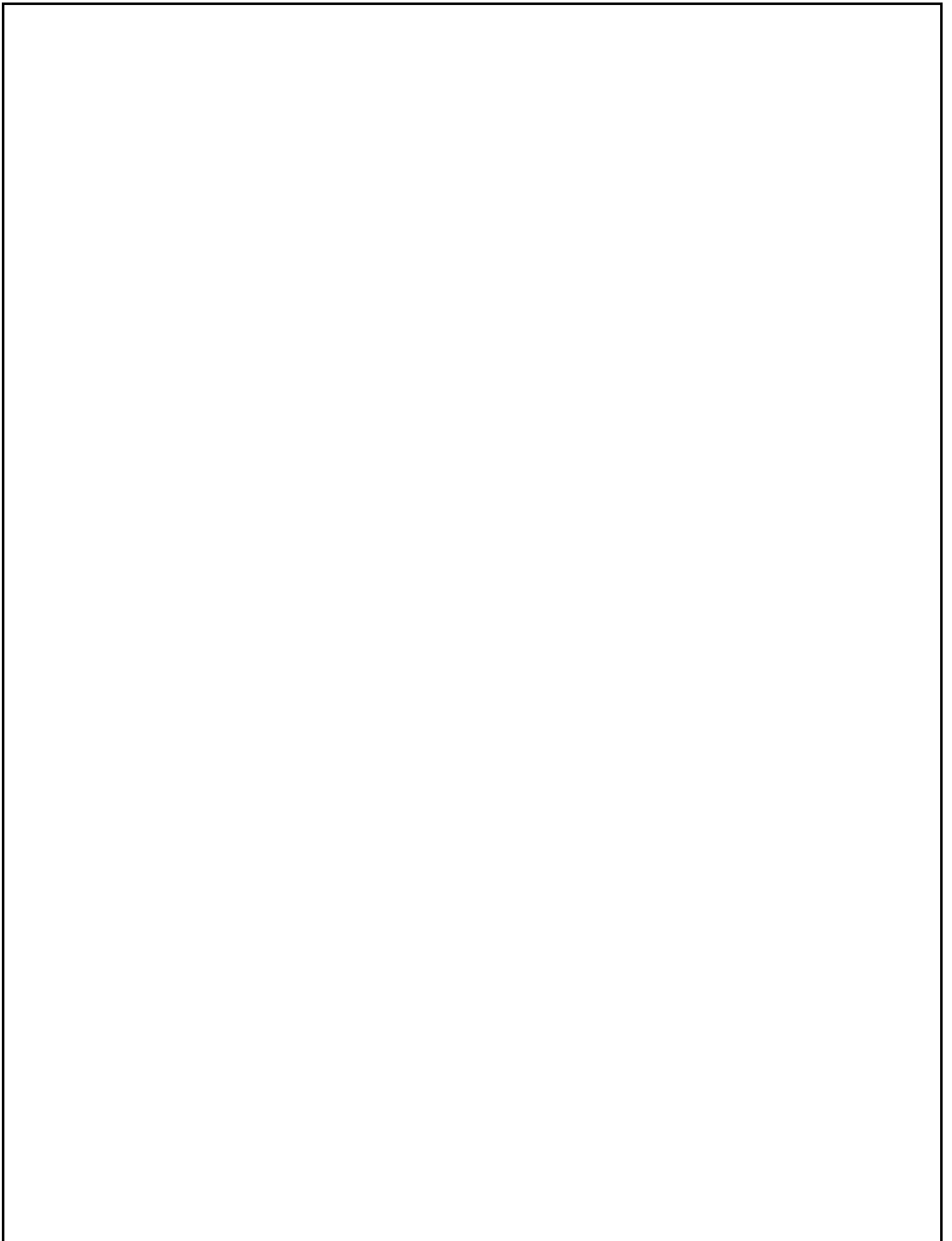
Title: _____ Attorney-In-Fact _____

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

SECTION 7
PAYMENT BOND



PAYMENT BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF DALLAS AND COLLIN

THAT _____ of the City of _____, _____ County, State of Texas, and (as Principal), and _____ (as "Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the City of Lucas, Texas (the "City") in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Bait Shop Waterline Relocation
RFP #027-22

WHEREAS, _____ the Principal has entered into a certain written contract with the City of Lucas, Texas, dated the _____ day of _____, 2023, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for all labor and materials of any kind or nature furnished to and for the Project which constitutes the subject of the Contract made a part hereof by any and all persons, entities or companies who have a direct contractual relationship with Principal. The condition of this obligation is such that the Bond guarantees the full and proper protection of and payment to all claimants supplying labor, material and services in the prosecution of the work provided for in said Contract and is for the use and benefit of each claimant, and that should the Principal faithfully perform said Contract, promptly make payment for all sums due for said labor, materials and equipment, and indemnify, defend and hold harmless the City from and against any and all claims, demands, liens, causes of action and suits by any person, entity or company furnishing labor, materials or equipment to or for the Project, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Code and Chapter and each and every law, charter, rule or regulation that this Bond may be subject, to the same extend as if it were fully copied at length herein.

Surety, for value received, stipulates and agrees that this Bond and the penal sum herein shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this bond may be subject to. If the Surety's obligation under this bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this bond

furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. In addition to the foregoing, If this bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2023.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address: _____

SURETY:

Title: Attorney-In-Fact

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

SECTION 8
MAINTENANCE BOND



MAINTENANCE BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF DALLAS AND COLLIN

THAT _____ of the City of _____, _____ County, State of Texas, and (as Principal), and _____ (as "Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the City of Lucas, Texas (the "City") in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:
2015 Residential Sidewalk Replacement Program – Region 4
Bid No. 04-20

WHEREAS, _____ the Principal has entered into a certain written contract with the City of Lucas, Texas, dated **the _____ day of _____, 2023,** to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the Principal in said Contract and herein, binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by the City, the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Contractor does not repair or reconstruct the improvements within the time period designated then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees: that the Project against defective workmanship and materials during the maintenance period set forth herein; that Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, that Contractor holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Contractor, then these presents shall remain in full force and effect, and the said City shall have and recover from the said Contractor and Surety, jointly and severally, their heirs, administrators, executors, successors and assigns, all damages, costs and expenses. And in this regard, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner.

PROVIDED, HOWEVER, that Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trustee to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on
this the day of , 2023.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address: _____

SURETY:

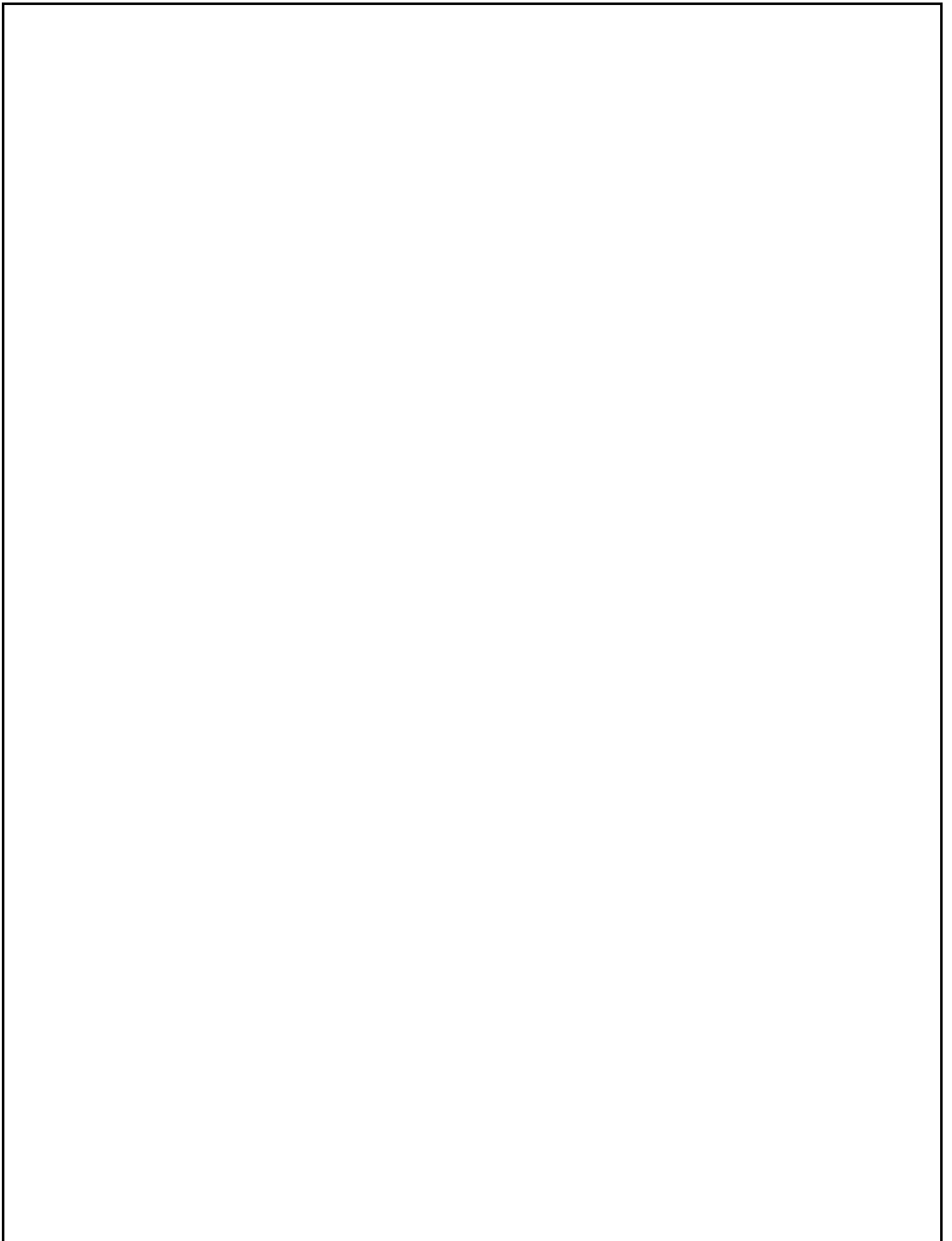
Title: _____ Attorney-In-Fact _____

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

SECTION 9
GENERAL SPECIFICATIONS



GENERAL SPECIFICATIONS

All construction shall be in strict accordance with North Central Texas Council of Governments (NCTCOG) 5th Edition of the Public Works Construction Standards.

SECTION 10
MEASUREMENT AND PAYMENT



MEASUREMENT AND PAYMENT

Item 100: Mobilization, Bonds, Insurance, General Conditions (Maximum 3% of Total Bid)

The Work under this item shall include the establishment of offices and other facilities on the Site and the movement of personnel, construction equipment and supplies to the Site or to the vicinity of the Site in order to enable the Contractor to begin the Work. The cost of all bonds and insurance, for the Project will also be considered part of this specification.

Mobilization will be measured as a lump sum item as the Work progresses. Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the Proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization, Bond and Insurance.

- a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- d. Payment for the remainder of the lump sum bid for "Mobilization, Bond and Insurance" will be made on the final estimate.

Measurement for payment shall be on a lump sum basis. This pay item shall encompass cost for the entire project.

Item 101: Site Preparation

This item shall consist of all the work, labor, materials and equipment necessary for the preparation of the permanent sanitary sewer easements and temporary construction easements for construction operations in accordance with Section 31 10 00. This work shall include the removal of all obstructions not designated in the plan set, general notes, or specifications to remain in place. This shall include, but not be limited to, trees, fences, above ground, and below ground utilities, and storm drain and structures. The cost of saw cutting and removing existing pavement shall be subsidiary to this item. Any existing improvement shown to remain, which is damaged or destroyed by these operations, shall be replaced at the Contractor's expense.

Measurement for payment shall be on a lump sum basis. This pay item shall encompass cost for the entire project.

Item 102: Removal and Dispose of Chain Link Fence on City of Lucas/Bassler Property Line

This item shall consist of all the work, labor, equipment, and materials necessary for the removal and disposal of the existing chain link fence, complete, including all incidental costs that may be incurred.

Measurement for payment shall be per linear foot removed and disposed.

Item 103: C-900 DR-14 2" PVC Water Pipe (By Open Cut) – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing C-900 DR-14 2" PVC Water Pipe (By Open Cut). This item shall include furnishing, hauling and laying of water pipe, trench excavation, fittings, concrete blocking, backfilling, embedment material, trench safety, and any incidental work and materials not otherwise provided in these specifications.

Payment will be made at the applicable unit price bid in the Bid Schedule as it corresponds in size and depth to the constructed facility. Payment for water pipe shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water pipe shall include all costs required to have utility companies or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. The Contractor is responsible for any damage to existing property or fences.

Measurement for payment shall be on a horizontal linear foot basis.

Item 104: C-900 DR-14 4" PVC Water Pipe (By Open Cut) – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing C-900 DR-14 4" PVC Water Pipe (By Open Cut). This item shall include furnishing, hauling and laying of water pipe, trench excavation, fittings, concrete blocking, backfilling, embedment material, trench safety, and any incidental work and materials not otherwise provided in these specifications.

Payment will be made at the applicable unit price bid in the Bid Schedule as it corresponds in size and depth to the constructed facility. Payment for water pipe shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water pipe shall include all costs required to have utility companies or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. The Contractor is responsible for any damage to existing property or fences.

Measurement for payment shall be on a horizontal linear foot basis.

Item 105: C-900 DR-14 6" PVC Water Pipe (By Open Cut) – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing C-900 DR-14 6" PVC Water Pipe (By Open Cut). This item shall include furnishing, hauling and laying of water pipe, trench excavation, fittings, concrete blocking, backfilling, embedment material, trench safety, and any incidental work and materials not otherwise provided in these specifications.

Payment will be made at the applicable unit price bid in the Bid Schedule as it corresponds in size and depth to the constructed facility. Payment for water pipe shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water pipe shall include all costs required to have utility companies or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. The Contractor is responsible for any damage to existing property or fences.

Measurement for payment shall be on a horizontal linear foot basis.

Item 106: C-900 DR-14 12" PVC Water Pipe (By Open Cut) – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing C-900 DR-14 12" PVC Water Pipe (By Open Cut). This item shall include furnishing, hauling and laying of water pipe, trench excavation, fittings, concrete blocking, backfilling, embedment material, trench safety, and any incidental work and materials not otherwise provided in these specifications.

Payment will be made at the applicable unit price bid in the Bid Schedule as it corresponds in size and depth to the constructed facility. Payment for water pipe shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water pipe shall include all costs required to have utility companies or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. The Contractor is responsible for any damage to existing property or fences.

Measurement for payment shall be on a horizontal linear foot basis.

Item 107: C-900 DR-14 12" PVC Water Pipe with ½" thick 21" Steel Encasement (By Other than Open Cut) – Complete in Place

Installing the water pipe in the contractor's choice of Steel Casing as approved in the contractor's submittal for this project. This item shall consist of all the work, labor, equipment, and materials necessary for installing C-900 DR-14 12" PVC Water Pipe with ½" thick 21" Steel Encasement (By Other Than Open Cut). This item shall include furnishing, hauling and laying of water pipe, bore pits, casing installation, annular backfill, backfilling, embedment material, dewatering trench and ground water control, removal and disposal or abandoning existing water, removal and disposal of unsuitable or excess excavated material, replacement of topsoil, protecting existing structures or utilities (where applicable), clean-up and maintenance, surveying and replacement of monuments, property restoration, and any incidental work and materials not otherwise provided in these specifications.

Payment will be made at the applicable unit price bid in the Bid Schedule as it corresponds in size and depth to the constructed facility. Payment for water pipe shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water pipe shall include all costs required to have utility companies or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. The Contractor is responsible for any damage to existing property, mailboxes, or fences.

Measurement for payment shall be on a horizontal linear foot basis.

Item 108: C-900 DR-14 12" PVC Water Pipe (By Wet Bore) – Complete in Place

Installing the water pipe in the contractor's choice of a Wet Bore method as approved in the contractor's submittal for this project. This item shall consist of all the work, labor, equipment, and materials necessary for installing C-900 DR-14 12" PVC Water Pipe (By Wet Bore). This item shall include furnishing, hauling and laying of water pipe, bore pits, water, backfilling, embedment material, dewatering trench and ground water control, removal and disposal or abandoning existing water, removal and disposal of unsuitable or excess excavated material, replacement of topsoil, protecting existing structures or utilities (where applicable), clean-up and maintenance, surveying and replacement of monuments, property restoration, and any incidental work and materials not otherwise provided in these specifications.

Payment will be made at the applicable unit price bid in the Bid Schedule as it corresponds in size and depth to the constructed facility. Payment for water pipe shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water pipe shall include all costs required to have utility companies or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor. The Contractor is responsible for any damage to existing property, mailboxes, or fences.

Measurement for payment shall be on a horizontal linear foot basis.

Item 109: Furnish and Install 1" Water Service and Water Meter – Complete in Place

This item shall consist of all the work, labor, equipment, fittings, blocking, embedment, trench safety, and materials necessary for installing 1" Water Service and Water Meter. This item shall be furnished by the City. This item shall include installing this item and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 110: Furnish and Install 4" Gate Valve – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing 2" Gate Valve. This item shall include furnishing, delivering, installing this item and any incidental work and materials

not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 111: Furnish and Install 6" Gate Valve – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing 6" Gate Valve. This item shall include furnishing, delivering, installing this item and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 112: Furnish and Install 12" Gate Valve – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing 12" Gate Valve. This item shall include furnishing, delivering, installing this item and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 113: Furnish and Install 2" Blow Off Flush Valve Assembly – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing 2" Blow Off Flush Valve, per detail. This item shall include furnishing, delivering, installing the following items: one (1) 4"x2" reducer, two (2) 5 1/4" valve boxes, one (1) 2" curb stop, and one (1) 2" FM550 blow off valve, per detail. This item shall include any incidental items, work, and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 114: Furnish and Install Fire Hydrant Assembly – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for installing Fire Hydrant Assembly. This item shall include furnishing, delivering, hauling and laying of water pipe, trench excavation, fittings, concrete blocking, installing, backfilling, embedment material, trench safety this item and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 115: Remove and Deliver Existing Fire Hydrant to City – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for removing and delivering an existing fire hydrant to the City. This item shall include removing, cutting and plugging the existing water pipe, and delivering this item and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 116: Remove Existing 12" Water Pipe – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for removing and disposing of existing 12" water pipe. This item shall include removing, cutting and plugging the existing water pipe, and disposing of this item in a legal disposal site, and any incidental work and materials not otherwise provided in these specifications. All removed pipes shall be purged, grout filled, and capped.

Measurement for payment shall be on a linear foot basis.

Item 117: Abandon Existing 12" Water Pipe – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for the grouting and abandoning of existing 12" water pipe. This item shall include cutting, grouting, and plugging the existing

water pipe, and any incidental work and materials not otherwise provided in these specifications. All abandoned pipes shall be purged, grout filled, and capped.

Measurement for payment shall be on a linear foot basis.

Item 118: Connect to Existing Water Main – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for connecting to the existing water main. This item shall include cutting into the existing water pipe and connecting to the existing water pipe, and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 119: Cut and Plug Existing Water Main – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for cutting and plugging the existing water main. This item shall include cutting into the existing water pipe and plugging the existing water pipe, and any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on an each basis.

Item 120: Water Testing – Complete in Place

This item shall consist of the work, labor, equipment, and materials necessary to test the water pipe after installation. This item shall include any incidental work and materials not otherwise provided in these specifications.

Measurement for payment shall be on a lump sum basis. This pay item shall encompass cost for the entire project.

Item 121: Furnish and Install 4-inch Top Soil – Complete in Place

This item shall consist of the work, labor and materials necessary for the revegetation process in areas disturbed by construction. The Contractor shall place 4" of top soil in unpaved areas disturbed by construction prior to acceptance of the project. This item shall consist of 4" top soil.

Measurement for payment shall be on a per square yard basis.

Item 122: Furnish and Install Block Sod (Match Existing) – Complete in Place

This item shall consist of the work, labor and materials necessary for the revegetation process in areas disturbed by construction. The Contractor shall place block sodding to match the existing sod in unpaved areas disturbed by construction prior to acceptance of the project. This item shall consist of sodding, fertilizing, and watering.

Measurement for payment shall be on a per square yard basis.

Item 123: SWPPP (Storm Water Pollution Prevention Plan) – Complete in Place

This item shall consist of all the work, labor, equipment, and materials necessary for preparing and implementing stormwater and erosion control measures. This item shall consist of preparing and implementing a Storm Water Pollution Prevention Plan. The specific items, estimated quantities, and location of the control measures, including silt fences, straw bale dikes, etc. are not shown in the construction plans. The contractor shall be responsible for determination of adequate and appropriate control measure items, quantities, and locations and shall include this information in the submitted Storm Water Pollution Prevention Plan. The contractor shall be responsible for preparing and submitting all permits required.

- a. Payment shall be made monthly based on the ratio determined on number of months to final

completion until 98% of the lump sum payment has been made. The final 2% will be paid upon acceptance of the project.

Measurement for payment shall be on a lump sum basis. This pay item shall encompass cost for the entire project.

Item 124: Furnish Geotechnical Material Testing – Complete in Place

This item shall consist of retaining a qualified Material Test Lab to perform trench density/moisture and concrete strength tests. Compaction test should be performed at 300-foot intervals and at every other lift. Concrete breaks should be at 7 and 28 days. Concrete shall be tested at one set per day for each placement in excess of 3 cubic yards.

Measurement for payment shall be on a lump sum yard basis.

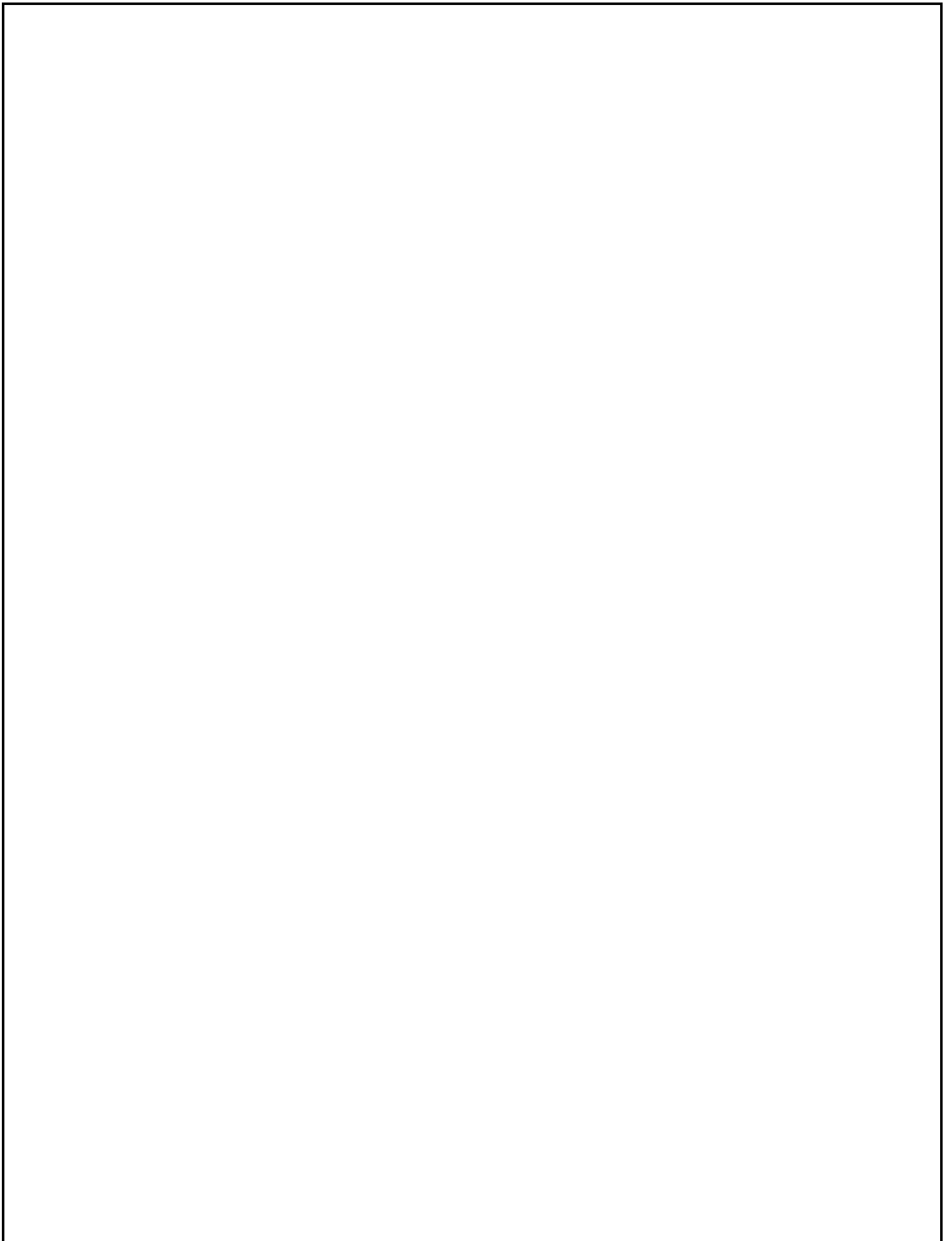
SECTION 11
TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS

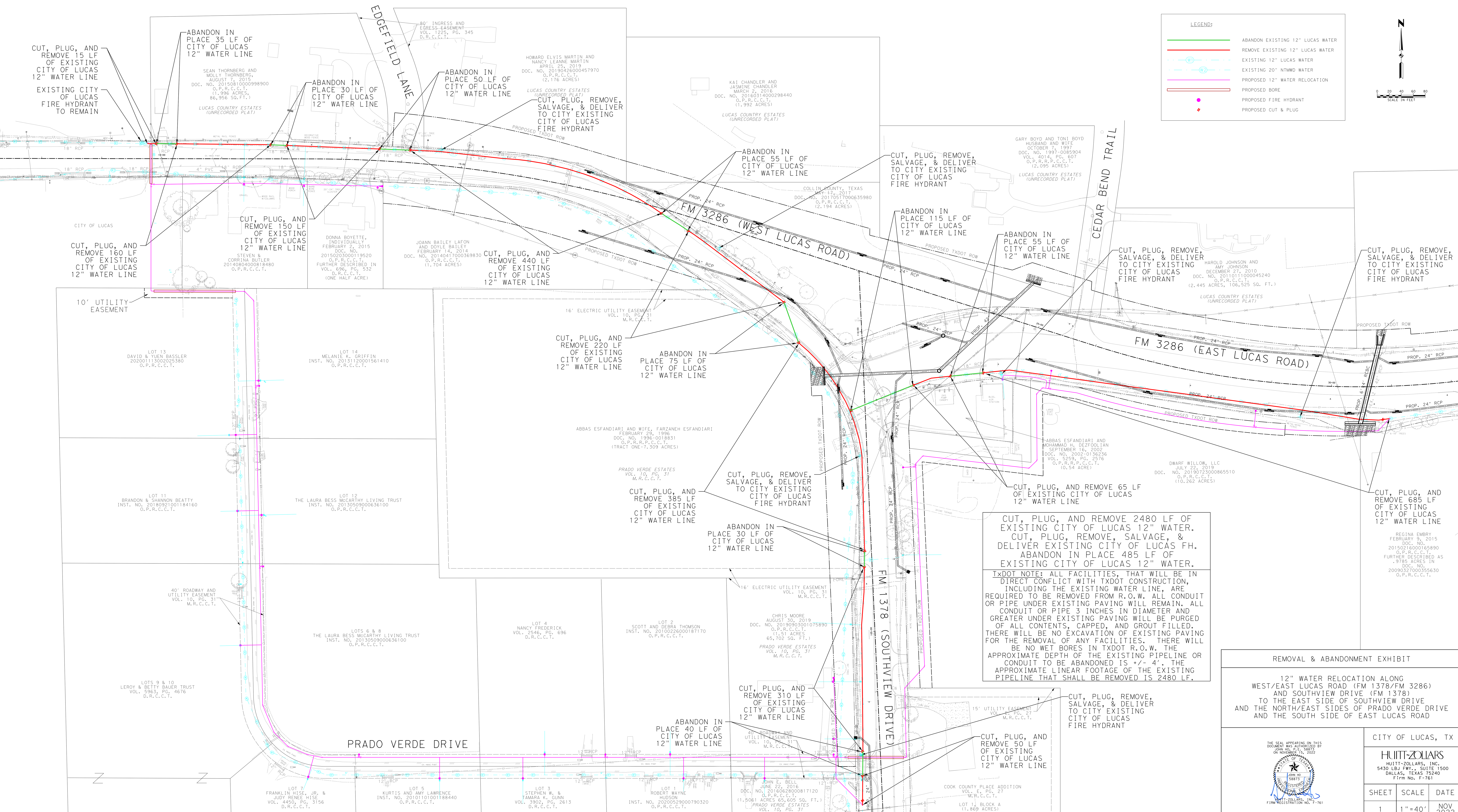
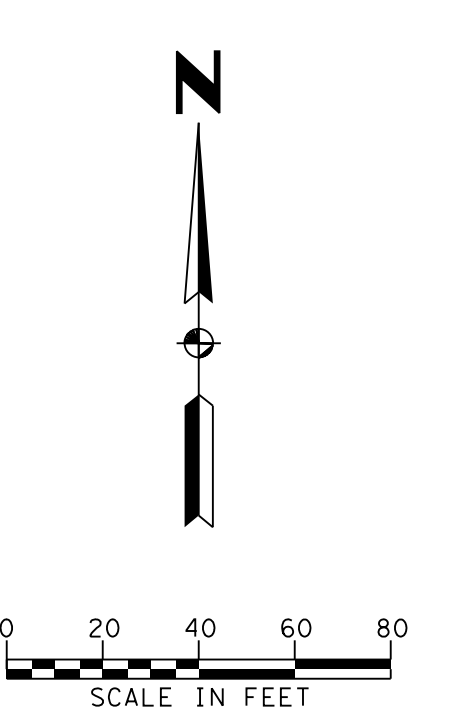
All construction shall be in strict accordance with North Central Texas Council of Governments (NCTCOG) 5th Edition of the Public Works Construction Standards.

SECTION 12
APPENDIX



LEGEND:

- ABANDON EXISTING 12" LUCAS WATER
- REMOVE EXISTING 12" LUCAS WATER
- EXISTING 12" LUCAS WATER
- EXISTING 20" NTMWD WATER
- PROPOSED 12" WATER RELOCATION
- PROPOSED BORE
- PROPOSED FIRE HYDRANT
- ◆ PROPOSED CUT & PLUG



CUT, PLUG, AND REMOVE 2480 LF OF EXISTING CITY OF LUCAS 12" WATER. CUT, PLUG, REMOVE, SALVAGE, & DELIVER EXISTING CITY OF LUCAS FH. ABANDON IN PLACE 485 LF OF EXISTING CITY OF LUCAS 12" WATER.

TxDOT NOTE: ALL FACILITIES, THAT WILL BE IN DIRECT CONFLICT WITH TxDOT CONSTRUCTION, INCLUDING THE EXISTING WATER LINE, ARE REQUIRED TO BE REMOVED FROM R.O.W. ALL CONDUIT OR PIPE UNDER EXISTING PAVING WILL REMAIN. ALL CONDUIT OR PIPE 3 INCHES IN DIAMETER AND GREATER UNDER EXISTING PAVING WILL BE PURGED OF ALL CONTENTS, CAPPED, AND GROUT FILLED. THERE WILL BE NO EXCAVATION OF EXISTING PAVING FOR THE REMOVAL OF ANY FACILITIES. THERE WILL BE NO WET BORES IN TxDOT R.O.W. THE APPROXIMATE DEPTH OF THE EXISTING PIPELINE OR CONDUIT TO BE ABANDONED IS +/- 4'. THE APPROXIMATE LINEAR FOOTAGE OF THE EXISTING PIPELINE THAT SHALL BE REMOVED IS 2480 LF.

REMOVAL & ABANDONMENT EXHIBIT

12" WATER RELOCATION ALONG WEST/EAST LUCAS ROAD (FM 1378/FM 3286) AND SOUTHVIEW DRIVE (FM 1378) TO THE EAST SIDE OF SOUTHVIEW DRIVE AND THE NORTH/EAST SIDES OF PRADO VERDE DRIVE AND THE SOUTH SIDE OF EAST LUCAS ROAD

CITY OF LUCAS, TX

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
5430 LBJ FWY., SUITE 1500
DALLAS, TEXAS 75240
Firm No. F-761

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOHN NO. 24,54825 ON NOVEMBER 15, 2022

SHEET	SCALE	DATE
1	1" = 40'	NOV 2022



Installation Application
Online version 4/2006

Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Dallas District, Texas

Date 11/17/2022
Application No. DAL20210628115742

Formal notice is hereby given that _____ City of Lucas
proposes to install a utility facility within the right-of-way of _____ FM1378
in Collin County, Texas as follows: (details are shown on page 2)

Water main relocation due to TxDOT roadway construction of FM 1378

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

The location and description of the proposed installation and appurtenances is more fully shown by 3 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after December 1, 2022 and end on or before June 1, 2023.

I certify that I am authorized to represent the Firm listed below, and that our Firm agrees to the conditions/provisions included in this notice.

Utility Installation Owner City of Lucas
By Stanton Foerster
Title Public Works Director
Address 665 Country Club Road
Lucas, TX 75002
Phone No. 972-727-8999
E-mail address sfoerster@lucastexas.us

Application Details

Application No. DAL20210628115742
Date 11/17/2022
Utility Installation Owner City of Lucas
By Stanton Foerster
TxDOT District Dallas District
County Collin
Route FM1378
Control Section 139201
Description Water main relocation due to TxDOT roadway construction of FM 1378
Attachments Bait Shop Permit Notification.pdf
FM 1378 TxDOT Abandonment Letter 11-01-22.pdf
FM 1378_Bait Shop Waterline Plans TxDOT HALF_20221115.pdf

CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION

Online version 10/2019

Yes No N/A

Is the UIR for the relocation of utility facilities to clear a proposed TxDOT project? If so, is the proposed pavement, drainage and right of way lines shown? Do the utility lines differentiate between existing to remain in place, to be abandoned or removed and proposed to be installed?

For lines crossing the highway, crossing intersecting streets/county roads, or passing through the protected root area of desirable trees, is it clearly shown that the line will be installed by boring? In addition, casing, labeled with size and material type, should be shown under highways and paved city street/county road intersections.

Is the location and identification (highway number) of the TxDOT highway clearly indicated on the plans?

Are the utility plans legible, drawn to scale, and accurately dimensioned? Schematic drawings are not acceptable plans. Only include plan sheets for utilities to be placed in State Right of Way.

Is the location of the proposed utility line clearly shown on the plans? Is the utility line clearly labeled as to size and type?

Are other existing utility lines in the vicinity shown on the plans?

For lines to be installed parallel to the highway, is the distance from the right of way line clearly shown?

For installations parallel to the highway, does the installation alignment change? Alignment changes need to be justified and reasonable. Aerial lines to be placed

For aerial installations, do the plans clearly show and differentiate between existing poles and new poles?

For highway crossings, is the location of the crossing clearly shown on the plans? The crossing should be as close to 90 degrees as practical.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System. It is also the owners to responsibility to contact TxDOT once the construction is complete.

For Small Cell: Will this project meet all applicable City design guidelines? If not, please explain.

For Small Cell: Has the Applicant read, understood, and to the best of their ability, drafted a design that follows the District Special Provision_s?

It is understood that a copy of the Utility Permit or Individual Site Agreement (with exhibits) MUST be on the job site during any construction activities.

Are the right of way line and edge of highway pavement clearly shown on plans?

PERMIT NOTIFICATION

MUST BE COMPLETED PRIOR TO BEGINNING OF ANY WORK

The applicant must notify TxDot 24 hours before start of the work

Rodney.Wilson@txdot.gov Ph. No. (214) 317 2488

Any construction or structure built in TxDot right of way without an approved permit will be removed.

Permit Issued To: City of Lucas, Scott Holden, P.E., Director of Public Works

Permit Number: DAL 20210628115742

Is Permit Expired? _____

If yes they will have to apply for extension!!!

(Driveway Permits 6 months Utility Permits 1 year)

Exact Location of Project: FM 1378 and FM 3286

Type of Project: 12" water main relocation

Traffic Control Plans? TCP(1-1, 1-2)-18

Is there any type of TxDOT Structures affected? No

(Culverts, signs, guardrail, pavement markings, etc.)

Revegetation Procedure? Block Sodding (Item 162)

Start Date: 11/1/2022

Completion Date: 5/1/2023

Keep a complete copy of permit & TCP on the job site at all times!! _____

(NOT IN A PICKUP ON A PROJECT DOWN THE ROAD)

English Speaking Contact: Scott Holden

Contact Phone Number: 972-912-1208

Name and phone number of person responsible for contacting TxDOT upon completion

Scott Holden, 972-912-1208

Notes:



City of Lucas
665 Country Club Road
Lucas, Texas 75002
972.727.8999
www.lucastexas.us

Date

11/01/2022

Ms. Ceason Clemens, P.E.
Dallas District Engineer
4777 E. Highway 80
Mesquite, TX 75150-6643

RE: Abandon-In-Place Request

Installation Request No. (Permit):

DAL20221027080035

County:

Collin

*Please provide project or Roadway
and limits/location below.*

TxDOT Construction
Project

Example:

IH/US/SH/FM/LP ##: From: To:

CSJ/RCSJ (if applicable)

Utility ID # (for reimbursable relocations)

FM 1378 at FM 3286
C.C.S.J.: 1392-01-044
R.C.S.J.: 1392-01-049

Dear Ms. Clemens:

City of Lucas

Utility Owner/Company Name

hereby requests portions/portion of the existing utility facility adjustments and/or relocations shown in the attached exhibits to address items outlined in 43 TAC §21.39 to be abandoned in place. Please provide further information regarding your request for abandonment.

1. **Utility Owner** agrees the areas of abandonment will not have negative impacts on TxDOT's facilities and/or construction. Areas proposed for abandonment have exhibits included such as Plan/Profile(s), Plan/Cross Section(s), etc.

2. Indicate how this abandonment will benefit TxDOT:

The water line will not encumber the construction of FM 3286 since it will be relocated from TxDOT ROW.

3. Explain how the abandonment will not impede future installations of other facilities in TxDOT ROW.

By relocating the existing water line, the existing water line will be abandoned allowing the construction of the intersection.

4. The existing type of utility facility to be abandoned within TxDOT ROW consists of (type, diameter, material, length and depth):

Approximately 2,000 linear feet of 12-in PVC water line varying in depth of 3 to 5 feet will be abandoned inside TxDOT ROW.

5. Describe the proposed final condition of the abandoned facilities, ensuring compliance with TxDOT's UAR. The utility adjustment/relocation of the vacated facilities*, shown in the attached exhibits as abandoned in place, will be (example cut, capped, grout filled):

The 2,000 linear feet of water line will be cut and capped. All existing fire hydrants will be removed and returned to the City of Lucas. The fire hydrant service will be cut and capped.

6. **Utility Owner** agrees to all other facilities conflicting with above TxDOT Construction Project, if applicable, will be removed as indicated in detail within the enclosed plans and supporting documentation.

The enclosed plans and supporting documentation includes:

1. UIR Installation Request (Permit)
2. Relocation plans in the form of Plan/Profile(s), Plan/Cross Section(s), etc. that includes:
 - Age, condition, size, current status, type (material composition) and length of the utility facility to be abandoned.
 - The approximate depth of the existing pipeline or conduit to be abandoned.
 - Existing pipeline or conduit operating condition (Optimal/Compromised).
 - Existing pipeline or conduit is not in conflict with other existing utilities.
 - Abandonment will not cause conflict with either the proposed construction and/or other utilities.
 - The removal of abandoned facilities as shown will be coordinated in advance with the designated TxDOT Contractor and/or Utility Coordinator in the Area Office.

This abandonment **WILL NOT** be construed as a change in ownership of the facility.

1. **Utility Owner** assumes all financial responsibility and property ownership of the abandoned facility referenced above.
2. **Utility Owner** will be responsible for maintaining abandoned facility records, in accordance with 43 TAC §21.39 and all current federal, state, local laws, codes and industry standards.
3. **Utility Owner** attests the utility facility associated with this abandonment does not contain, or is not composed of, hazardous or contaminated materials.

The below contact will be on-site within 24-48 hours of notice to identify the abandoned utility:

Utility Owner Contact:

Jeremy Bogle

Address:

665 Country Club Road
Lucas, TX 75002-7651

Phone Number:

972-727-8999

Email Address:

jbogle@lucastexas.us

NOTICE: The abandoned facility must be located and marked within 48 hours of a request from TxDOT. Failure to have a representative on site within that timeframe may result in TxDOT seeking legal relief, reimbursement of costs associated with removal (if necessary), and denial of future abandonment requests.

Your cooperation is greatly appreciated.

Sincerely,

Scott A. Holden

Please sign above and include name and title below.

Scott A. Holden, Public Works Director

UTILITY OWNER:
APPROVED REQUESTS MUST BE UPLOADED TO TXDOT'S UIR SYSTEM WITH UTILITY INSTALLATION REQUEST (PERMIT). PERMITS INCLUDING ABANDONMENT OF FACILITIES MAY NOT BE APPROVED WITHOUT DALLAS DISTRICT APPROVAL.

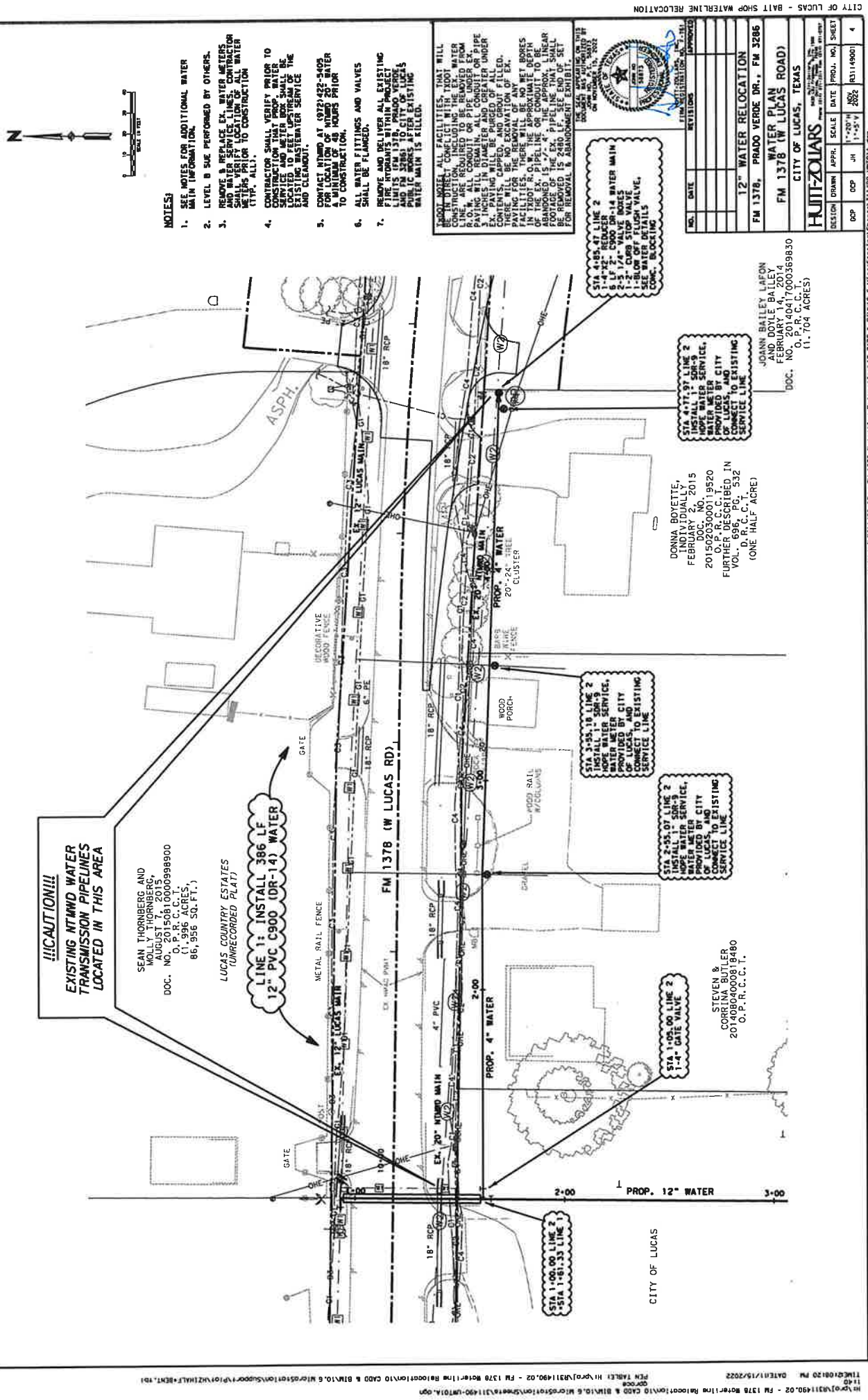
DALLAS DISTRICT APPROVAL

DS *cc* **DISTRICT ENGINEER**

DS *BA* **DIRECTOR OF CONSTRUCTION**

DS *JV* **AREA ENGINEER**

* All abandoned conduit shall be free of wires and cables. Pipes/Conduit 3" or greater shall be purged free of hydro-carbons, capped and grout filled.



!!CAUTION!!!
 EXISTING 18" HDPE WATER TRANSMISSION PIPELINES LOCATED IN THIS AREA

SEAN THORNBURG AND MOLLY THORNBURG, AUGUST 7, 2015
 DOC. NO. 2015081000098900
 0.1, 936 ACRES, 86,956 SQ. FT.)
 LUCAS COUNTRY ESTATES (UNRECORDED PLAT)

LINE 1: INSTALL 386 LF 12" PVC C900 (DR-14) WATER

CITY OF LUCAS

STEVEN & CORRINA BUTLER
 20140804000819480
 O.P.R.C.C.T.

DONNA BOYETTE, INDIVIDUALLY, FEBRUARY 2, 2015
 DOC. NO. 20150200019520
 O.P.R.C.C.T.
 FURTHER DESCRIBED IN VOL. 696, PG. 532
 (ONE HALF ACRE)

JOANN BAILEY LAFON AND DOYLE BAILEY
 FEBRUARY 14, 2014
 DOC. NO. 20140417000369830
 O.P.R.C.C.T.
 (1.704 ACRES)

- NOTES:**
- SEE NOTES FOR ADDITIONAL WATER MAIN INFORMATION.
 - LEVEL B SUE PERFORMED BY OTHERS.
 - REMOVE & REPLACE EX. WATER METERS AND WATER SERVICE LINES. CONTRACTOR SHALL VERIFY LOCATION OF ALL WATER METERS PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION OF ALL EX. WATER SERVICE LINES AND WATER BOXES TO BE LOCATED TO SEEN UPSTREAM OF THE EX. WATER SERVICE LINES AND CLEANOUT.
 - CONTACT NTPWD AT (937)422-5405 FOR LOCATION OF NTPWD 20" WATER A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
 - ALL WATER FITTINGS AND VALVES SHALL BE FLANGED.
 - REMOVE AND DELIVER ALL EXISTING WATER MAINS WITHIN PRADO VERDE AND FM 3286 TO CITY OF LUCAS. EXISTING WATER MAIN IS KILLED.

REMOVE ALL FACILITIES THAT WILL BE IN DIRECT CONFLICT WITH THE 12" WATER MAINS TO BE INSTALLED. ALL EXISTING LINES ARE TO BE REMOVED FROM R.O.W. ALL CONDUIT OR PIPE UNDER EX. PAVING WILL BE PURGED OF ALL EX. PAVING WILL BE PURGED OF ALL EX. PAVING WILL BE PURGED OF ALL EX. THERE WILL BE NO EXCAVATION OF EX. PAVING FOR THE REMOVAL OF ANY FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL FACILITIES OF THE EX. PIPELINE OR CONDUIT TO BE ABANDONED. 15" EX. 4" PIPE AS SHOWN SHALL BE REMOVED 15' 24" END OF SET. FOR REMOVAL & ABANDONMENT EXHIBIT. EXISTING EX. WATER MAINS TO BE REMOVED BY CONTRACTOR ON OR BEFORE 10/15/2022.

STA 4+08.47 LINE 2
 1-4" X 2' RENDIR
 6 LF 2" C900 DR-14 WATER MAIN
 1-2" CUB STOP VALVE
 1-2" CUB STOP VALVE
 SEE WATER MAINS

STA 2+35.01 LINE 2
 1-4" X 2' RENDIR
 6 LF 2" C900 DR-14 WATER MAIN
 1-2" CUB STOP VALVE
 1-2" CUB STOP VALVE
 SEE WATER MAINS

STA 1+02.00 LINE 2
 1-4" GATE VALVE

NO.	DATE	REVISIONS

12" WATER RELOCATION
 FM 1378, PRADO VERDE DR., FM 3286
 WATER PLAN
 FM 1378 (W LUCAS ROAD)
 CITY OF LUCAS, TEXAS

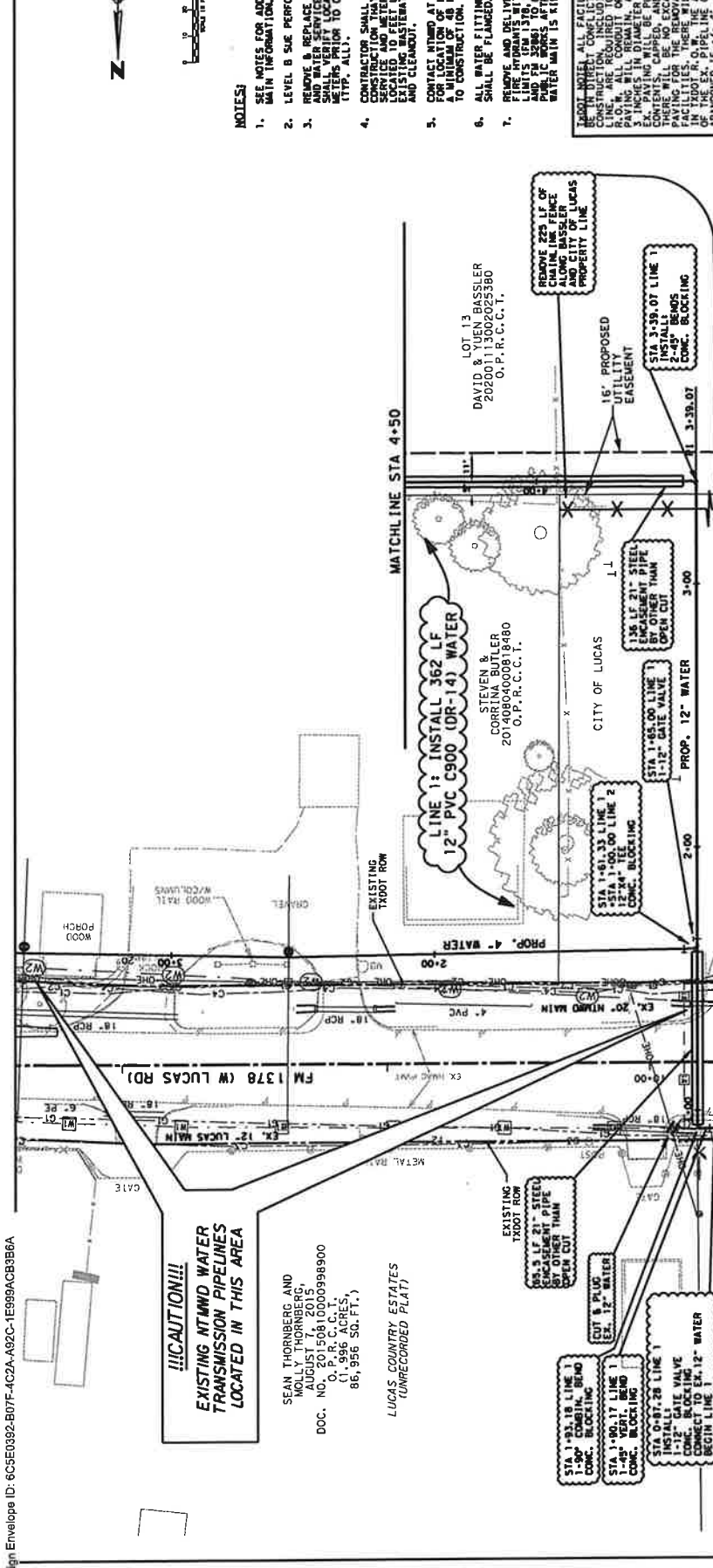
HUNT-ZOJARS
 ENGINEERS & ARCHITECTS
 1200 W. STATE ST. SUITE 200
 LUCAS, TEXAS 43090-2000
 TEL: 419-885-7777
 FAX: 419-885-7778
 WWW.HUNT-ZOJARS.COM

DESIGN	DRAWN	APPR.	SCALE	DATE	PROJ. NO.	SHEET

!!!CAUTION!!!
 EXISTING MAND WATER
 TRANSMISSION PIPELINES
 LOCATED IN THIS AREA

SEAN THORNBURG AND
 MOLLY THORNBURG,
 AUGUST 7, 2015
 DOC. NO. 2015080100989000
 O.P.R. C.C.T.
 0.956 ACRES,
 86,956 SQ. FT.)

LUCAS COUNTRY ESTATES
 (UNRECORDED PLAT)



- NOTES:**
- SEE NOTES FOR ADDITIONAL WATER MAIN INFORMATION.
 - LEVEL B SUE PERFORMED BY OTHERS.
 - REMOVE & REPLACE EX. WATER METERS AND WATER SERVICE LINES. CONTRACTOR SHALL VERIFY LOCATION OF ALL WATER METER ALLI.
 - CONTRACTOR SHALL VERIFY PRIOR TO SERVICE AND METER BOX SHALL BE LOCATED TO FEEL WATER SERVICE OF THE MAIN AND CLEANOUT.
 - CONTACT NIMROD AT (972)422-5405 FOR LOCATION OF NIMROD 20\"/>

REMOVE AND DELIVER ALL EXISTING WATER MAINS FROM 1378 W. LUCAS RD. AND FM 1378 TO CITY OF LUCAS. WATER MAIN IS KILLED.

REMOVE ALL FACILITIES, THAT WILL BE IN DIRECT CONTACT WITH EXISTING WATER MAINS. ALL CONDUIT OR PIPE UNDER EX. PIPE 3\"/>



NO.	DATE	REVISIONS

12" WATER RELOCATION
 FM 1378, PRADO VERDE DR., FM 3286
 WATER PLAN & PROFILE
 STA 0+88.00 TO STA 4+50.00
 CITY OF LUCAS, TEXAS

DESIGN	DATE	SCALE	PROJ. NO.	SHEET
HUITZOLARS	NOV. 15, 2022	1"=20'	2022	5

CHRIS MOORE
AUGUST 30, 2019
DOC. NO. 20190903001075890
1.1" PVC 14" WATER MAIN
0.1" PVC 14" VALVE BOXES
65, 702 SQ. FT.
PRADO VERDE ESTATES
VOL. 10, PG. 31
M. R. C. C. T.

LOT 2 AND
SCOTT THOMPSON
DEBRIE INST. NO.
20100226000187170
O. P. R. C. C. T.

LINE 1: INSTALL 450 LF
12" PVC C900 (DR-14) WATER
EX. 6" WATER TO BE KILLED
AND ABANDONED
UTILITY EASEMENT
VOL. 10, PG. 31
M. R. C. C. T.

LINE 2: 32.69 LINE 3
1.4" PVC REDUCER
2.5" 1/4" VALVE BOXES
2" CURB STOP VALVE
BELOW OF LUSH VALVE,
CONC. BLOCKING

LINE 3: 28.30 LINE 3
INSTALL 1" SPR-9
INVERT WATER SERVICE,
PROVIDED BY CITY
OF LUCAS, AND
SERVICE LINE
CONC. BLOCKING

LINE 4: 21.91-93 LINE 3
1.12" GATE VALVE
1.4" GATE VALVE
2-12" GATE VALVE
CONC. BLOCKING

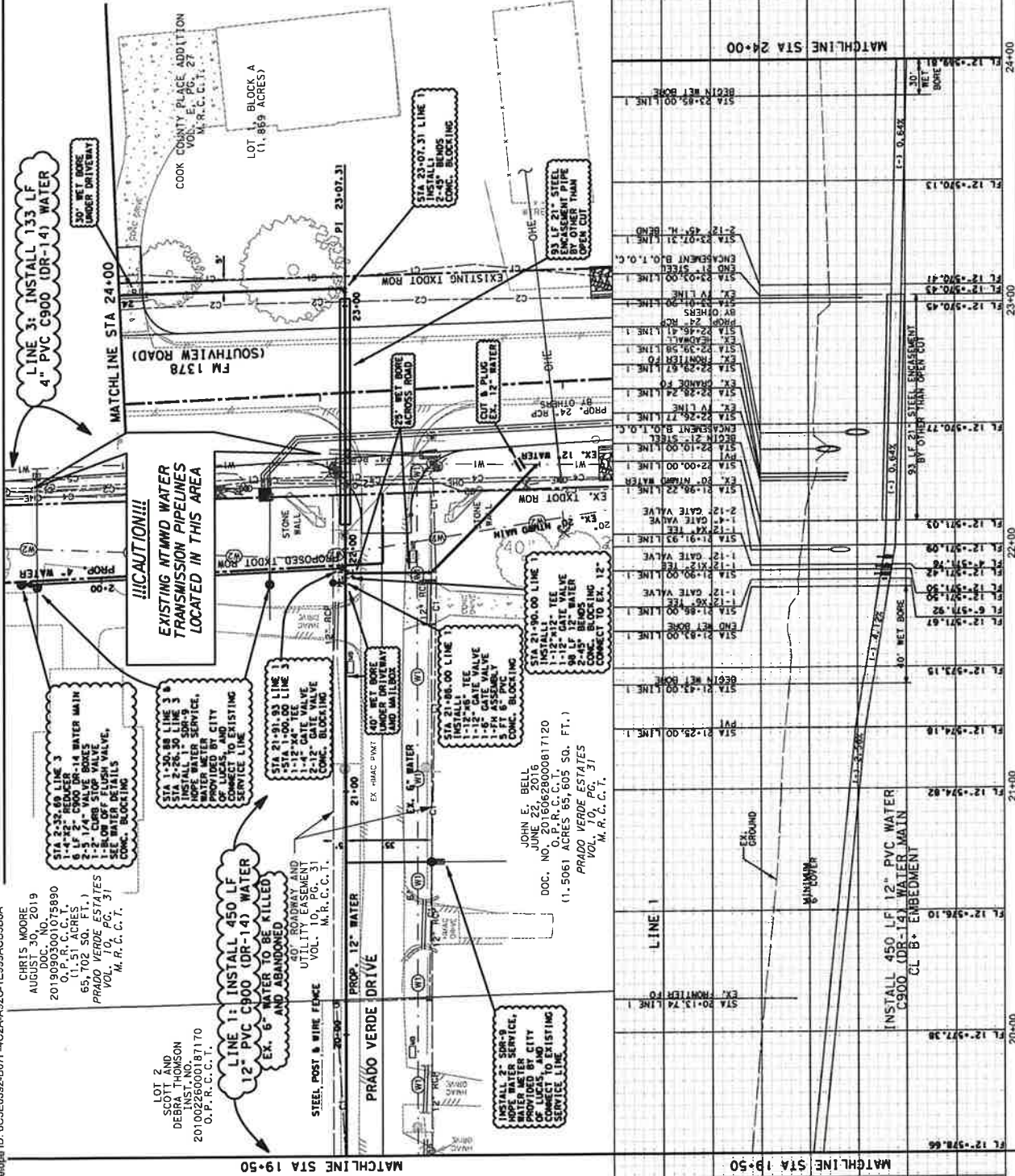
JOHN E. BELL
JUNE 22, 2016
DOC. NO. 20160628000017120
O. P. R. C. C. T.
(1: 5061 ACRES 65,605 SQ. FT.)
PRADO VERDE ESTATES
VOL. 10, PG. 31
M. R. C. C. T.

INSTALL 3" CURB
STOP WATER SERVICE,
PROVIDED BY CITY
OF LUCAS, AND
CONNECT TO EXISTING
SERVICE LINE

LINE 5: 21.90-00 LINE
INSTALL 1" GATE VALVE
1.12" GATE VALVE
1.8" LF 12" WATER
CONC. BLOCKING
CONNECT TO EX. 12"

LINE 6: 23.07-31 LINE
INSTALL 1" GATE VALVE
1.12" GATE VALVE
1.8" LF 12" WATER
CONC. BLOCKING
CONNECT TO EX. 12"

LINE 7: 23.07-31 LINE
INSTALL 1" GATE VALVE
1.12" GATE VALVE
1.8" LF 12" WATER
CONC. BLOCKING
CONNECT TO EX. 12"



- NOTES:**
- SEE NOTES FOR ADDITIONAL WATER MAIN INFORMATION.
 - LEVEL B SHE PERFORMED BY OTHERS.
 - REMOVE & REPLACE EX. WATER METERS FOR ALL WATER MAINS TO BE KILLED PRIOR TO CONSTRUCTION (1" TP, ALL).
 - CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION THAT ALL EX. WATER MAINS TO BE KILLED ARE LOCATED TO FEET UPSTREAM OF THE PROPOSED WATER SERVICE AND CLEARED.
 - CONTACT UTILITY AT 0872-4622-8489 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
 - ALL WATER FITTINGS AND VALVES SHALL BE FLANGED.
 - REMOVE AND DELIVER ALL EXISTING FIRE HYDRANTS WITHIN PROJECT LIMITS TO THE CITY OF LUCAS PUBLIC WORKS AFTER EXISTING WATER MAIN IS KILLED.

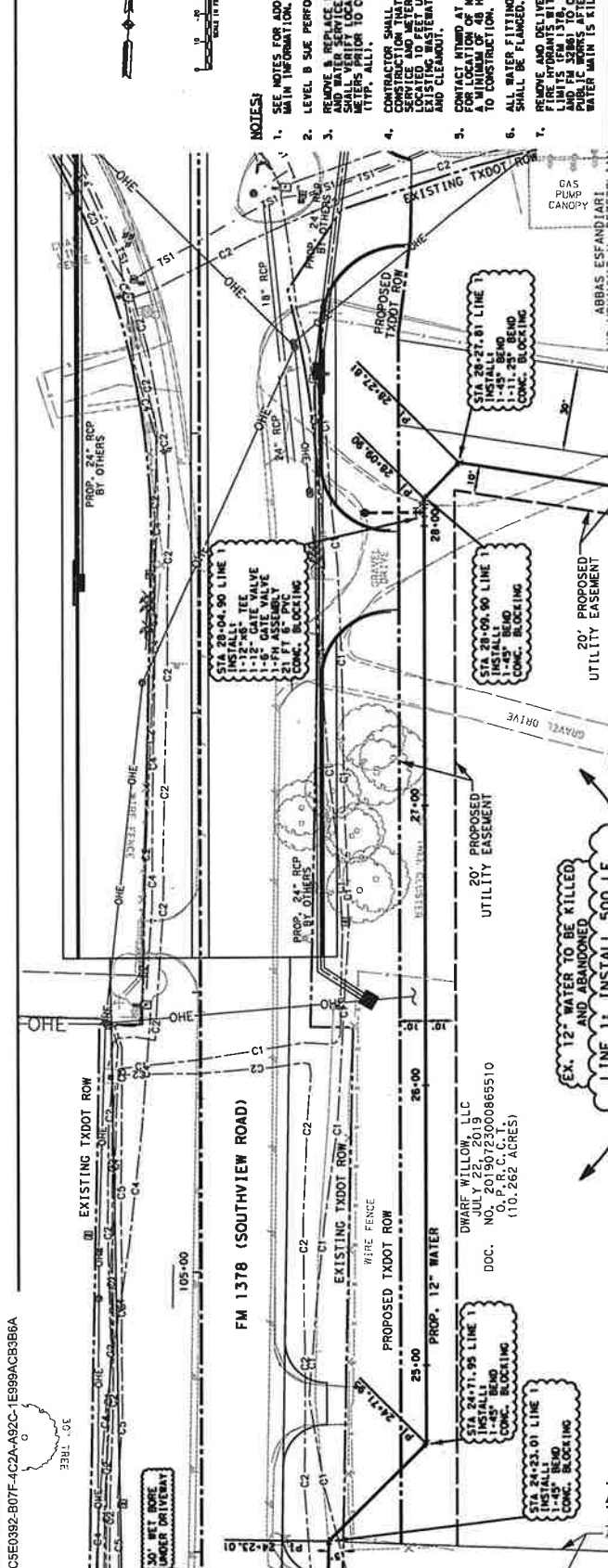
TARGET ALL FACILITIES THAT WILL BE IN DIRECT CONTACT WITH EX. WATER MAINS TO BE KILLED. EX. WATER MAINS TO BE KILLED SHALL BE REMOVED BY OTHER THAN THE CONTRACTOR. EX. PAVING WILL BE PURGED OF ALL CONTENTS, CAPPED, AND GROUT FILLED. PAVING FOR THE REMOVAL OF ANY FACILITIES THERE WILL BE NO NET BORES OF THE EX. PIPELINE OR CONDUIT TO BE ABANDONED IS 7'-4" APPROX. LINEAR FEET OF EX. PIPELINE TO BE REMOVED FOR REMOVAL & ABANDONMENT EXHIBIT.



NO.	DATE	REVISIONS

12" WATER RELOCATION	FM 1378, PRADO VERDE DR., FM 3286				
WATER PLAN & PROFILE	STA 19+50.00 TO STA 24+00.00				
CITY OF LUCAS, TEXAS					
HUITZOLARS					
DESIGN DRAWN	APPR.	SCALE	DATE	PROJ. NO.	SHEET
CCP	CCP	1"=20'	08/28/20	R0149001	9

DocuSign Envelope ID: 6C5EC0392-B07F-4C2A-A92C-1E999AC93B6A



NOTES

- SEE NOTES FOR ADDITIONAL WATER MAIN INFORMATION.
- LEVEL B SIZE PERFORMED BY OTHERS.
- REMOVE EXISTING EX. WATER MAINS AND WATER SERVICE. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL WATER METERS PRIOR TO CONSTRUCTION (11714, ALL).
- CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION AND WATER BOX SHALL BE LOCATED TO FEET UPSTREAM OF THE MAIN. VERIFY LOCATION OF ALL METERS AND CLEANOUT.
- CONTACT UTILITY AT 10724422-8409 FOR LOCATION OF 12\"/>

REMOVE AND DELIVER ALL EXISTING WATER MAINS TO THE CITY OF LUCAS. ALL EXISTING WATER MAINS SHALL BE CUT AND DESTROYED TO PREVENT FUTURE CONSTRUCTION. ALL EXISTING WATER MAINS SHALL BE DESTROYED TO PREVENT FUTURE CONSTRUCTION. ALL EXISTING WATER MAINS SHALL BE DESTROYED TO PREVENT FUTURE CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION	APPROVED

12" WATER RELOCATION
 FM 1378, PHADDO VERDE DR., FM 3286
 WATER PLAN & PROFILE
 STA 24+00.00 TO STA 29+00.00
 CITY OF LUCAS, TEXAS

HUITZOLIARS
 PROFESSIONAL ENGINEERS & ARCHITECTS
 1101 N. UNIVERSITY ST. SUITE 100
 LUCAS, TEXAS 76047
 LICENSE NO. 100877
 LICENSE NO. 100878
 LICENSE NO. 100879
 LICENSE NO. 100880

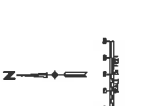
DESIGN: DRN
 APPR: [Signature]
 SCALE: DATE: [Date]
 PROJ. NO.: [Project No.]
 SHEET NO.: [Sheet No.]

PROJECT AUTHORIZED BY:
 [Signature]
 DATE: [Date]

STATION	LINE	DESCRIPTION	DATE
24+00 <td>LINE 1</td> <td>EXISTING 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	EXISTING 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022

STATION	LINE	DESCRIPTION	DATE
24+00 <td>LINE 1</td> <td>EXISTING 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	EXISTING 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022
24+00 <td>LINE 1</td> <td>INSTALL 500 LF 12" PVC WATER MAIN</td> <td>01/15/2022</td>	LINE 1	INSTALL 500 LF 12" PVC WATER MAIN	01/15/2022

PROJECT NO.: [Project No.]
 SHEET NO.: [Sheet No.]
 DATE: [Date]
 SCALE: [Scale]



REMOVAL & ABANDONMENT EXHIBIT

12" WATER RELOCATION ALONG WEST/EAST LUCAS ROAD (FM 1378/FM 3286) TO THE EAST SIDE OF SOUTHWEST DRIVE AND THE NORTH/EAST SIDES OF PRADO VERDE DRIVE AND THE SOUTH SIDE OF EAST LUCAS ROAD

CITY OF LUCAS, TX

PLANNING DEPARTMENT

DATE: 08/27/14

SHEET SCALE DATE

3 | 1"=40' | 08/27



CUT, PLUG, AND REMOVE 2880 LF OF EXISTING 12" WATER LINE. DELIVER EXISTING CITY OF LUCAS, TX EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 485 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 485 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 485 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 485 LF OF EXISTING CITY OF LUCAS, TX WATER.

CUT, PLUG, AND REMOVE 65 LF OF EXISTING 12" WATER LINE. TO BE ABANDONED IN PLACE 65 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 65 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 65 LF OF EXISTING CITY OF LUCAS, TX WATER.

CUT, PLUG, AND REMOVE 30 LF OF EXISTING 12" WATER LINE. TO BE ABANDONED IN PLACE 30 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 30 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 30 LF OF EXISTING CITY OF LUCAS, TX WATER.

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CUT, PLUG, AND REMOVE 30 LF OF EXISTING 12" WATER LINE. TO BE ABANDONED IN PLACE 30 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 30 LF OF EXISTING CITY OF LUCAS, TX WATER. TO BE ABANDONED IN PLACE 30 LF OF EXISTING CITY OF LUCAS, TX WATER.

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Speed Limit (MPH)	Formula	Minimum Distribute Spacing (ft)	Minimum Spacing of Channelizing Devices (ft)	Minimum Spacing of Barricades (ft)	Suggested Minimum Spacing of Channelizing Devices (ft)	Suggested Minimum Spacing of Barricades (ft)	Suggested Minimum Spacing of Traffic Signs (ft)
30	$L = 5S^2$	150	150	150	300	300	200
35	$L = 5S^2$	205	225	245	350	370	250
40	$L = 5S^2$	265	295	320	400	420	305
45	$L = 5S^2$	330	370	400	450	470	360
50	$L = 5S^2$	400	450	480	500	520	425
55	$L = 5S^2$	470	530	560	570	600	495
60	$L = 5S^2$	550	605	640	650	680	570
65	$L = 5S^2$	630	685	720	730	760	645
70	$L = 5S^2$	710	770	800	810	840	720
75	$L = 5S^2$	800	865	900	910	940	800
80	$L = 5S^2$	890	950	990	1000	1030	880

TYPICAL USAGE			
MOBILE	SHORT TERM DURATION	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓

GENERAL NOTES

1. Flagger attached to signs where shown are REQUIRED, except those denoted with the triangle symbol may be omitted when stored elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stored elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The C20-4 "BE PREPARED TO STOP" sign may be installed after the C20-40 "ONE LANE ROAD AHEAD" sign.
4. Sign spacing may be increased or an additional C20-10 "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance of the traffic control. The Shadow Vehicle with a TMA should be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance of the traffic control to remain in place. Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

1. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distances. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than one mile. The R1-2 "YIELD" sign should be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

1. Flagger should use two-way radios or other methods of communication to control traffic. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
2. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic on projects with a speed limit of 50 or 60 mph.
3. Flagger should be positioned 20 to 50 feet from the work space. Flagger should be limited to emergency situations.

Texas Department of Transportation

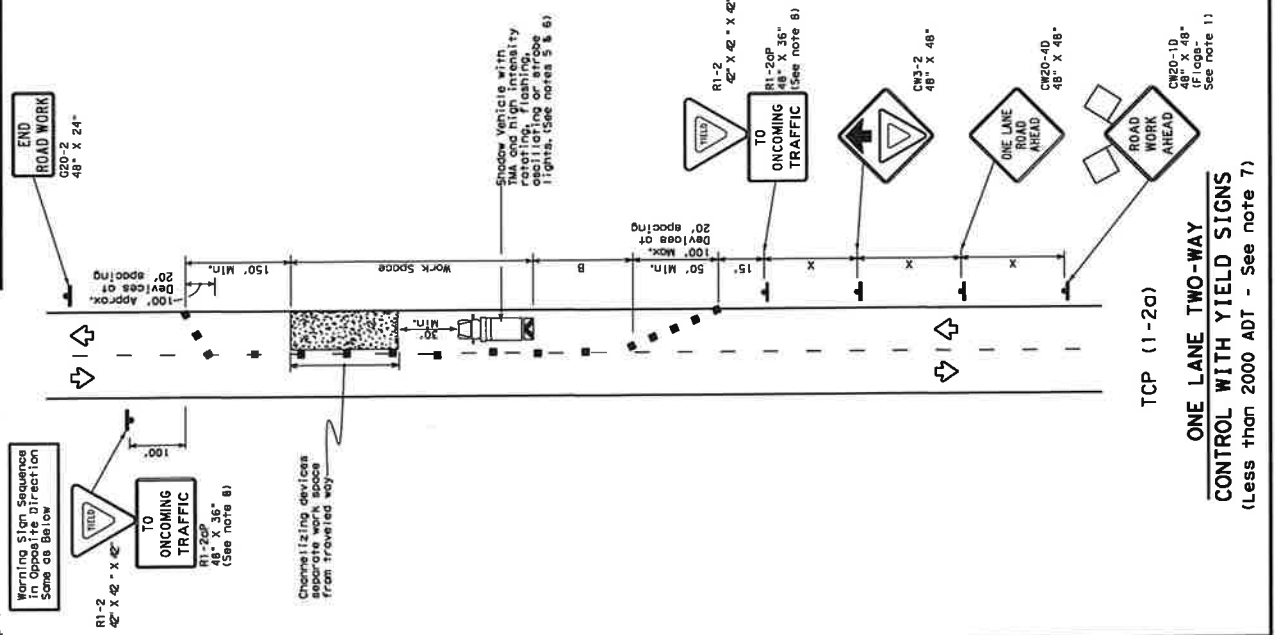
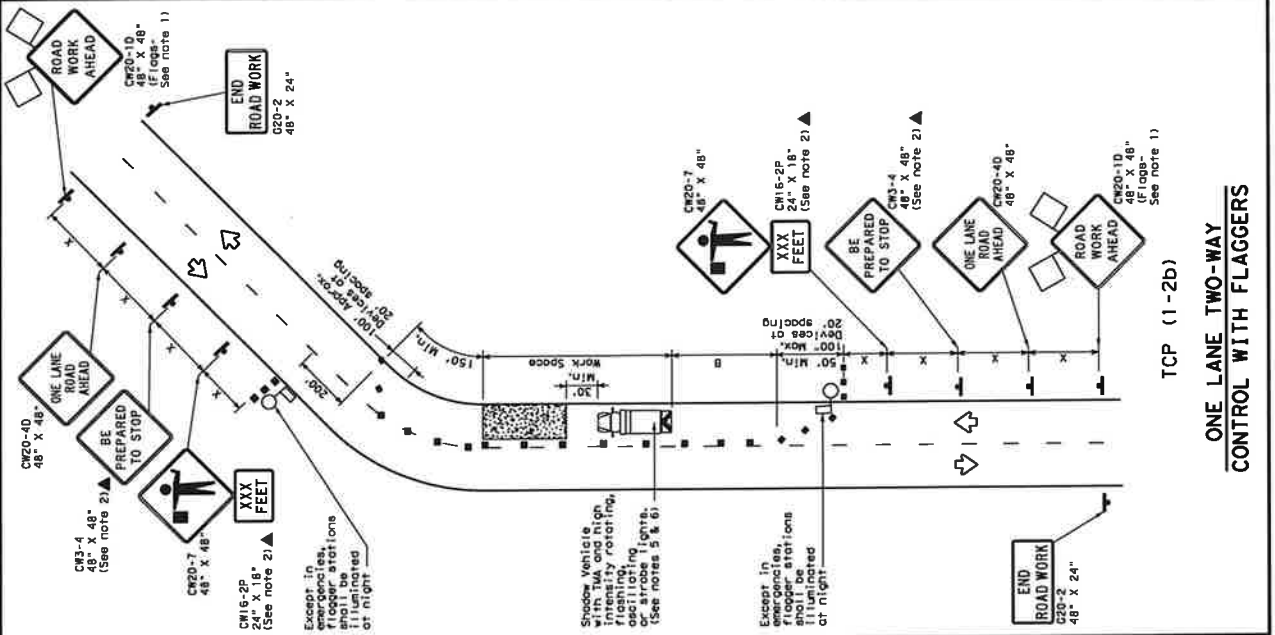
Traffic Operations Division Standards

TRAFFIC CONTROL PLAN

ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (1-2) - 18

FILE NO.	1801-2118-000	DATE	08/14/2018
PROJECT NO.	10207	PROJECT NAME	DOCKENBERG
DATE	4-30-18	SCALE	AS SHOWN
DESIGNED BY	1-13-18	CHECKED BY	1-13-18
DRAWN BY	1-13-18	APPROVED BY	1-13-18
DATE	1-13-18	SCALE	AS SHOWN





Installation Application
Online version 4/2006

Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Dallas District, Texas

Date 11/18/2022
Application No. DAL20221027080035

Formal notice is hereby given that _____ City of Lucas
proposes to install a utility facility within the right-of-way of _____ FM3286
in Collin County, Texas as follows: (details are shown on page 2)

Water main relocation due to TxDOT roadway construction of FM 3286

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

The location and description of the proposed installation and appurtenances is more fully shown by 3 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after December 1, 2022 and end on or before June 1, 2023.

I certify that I am authorized to represent the Firm listed below, and that our Firm agrees to the conditions/provisions included in this notice.

Utility Installation Owner City of Lucas
By Stanton Foerster
Title Public Works Director
Address 665 Country Club Road
Lucas, TX 75002
Phone No. 972-727-8999
E-mail address sfoerster@lucastexas.us

Application Details

Application No. DAL20221027080035
Date 11/18/2022
Utility Installation Owner City of Lucas
By Stanton Foerster
TxDOT District Dallas District
County Collin
Route FM3286
Control Section 347602
Description Water main relocation due to TxDOT roadway construction of FM 3286
Attachments Permit Notification.pdf
FM 3286 TxDOT Abandonment Letter 11-01-22.pdf
FM 3286_Bait Shop Waterline Plans TxDOT HALF_20221115.pdf

CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION
Online version 10/2019

Yes No N/A

Is the UIR for the relocation of utility facilities to clear a proposed TxDOT project? If so, is the proposed pavement, drainage and right of way lines shown? Do the utility lines differentiate between existing to remain in place, to be abandoned or removed and proposed to be installed?

For lines crossing the highway, crossing intersecting streets/county roads, or passing through the protected root area of desirable trees, is it clearly shown that the line will be installed by boring? In addition, casing, labeled with size and material type, should be shown under highways and paved city street/county road intersections.

Is the location and identification (highway number) of the TxDOT highway clearly indicated on the plans?

Are the utility plans legible, drawn to scale, and accurately dimensioned? Schematic drawings are not acceptable plans. Only include plan sheets for utilities to be placed in State Right of Way.

Is the location of the proposed utility line clearly shown on the plans? Is the utility line clearly labeled as to size and type?

Are other existing utility lines in the vicinity shown on the plans?

For lines to be installed parallel to the highway, is the distance from the right of way line clearly shown?

For installations parallel to the highway, does the installation alignment change? Alignment changes need to be justified and reasonable. Aerial lines to be placed

For aerial installations, do the plans clearly show and differentiate between existing poles and new poles?

For highway crossings, is the location of the crossing clearly shown on the plans? The crossing should be as close to 90 degrees as practical.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System. It is also the owners to responsibility to contact TxDOT once the construction is complete.

For Small Cell: Will this project meet all applicable City design guidelines? If not, please explain.

For Small Cell: Has the Applicant read, understood, and to the best of their ability, drafted a design that follows the District Special Provision 2s?

It is understood that a copy of the Utility Permit or Individual Site Agreement (with exhibits) MUST be on the job site during any construction activities.

Are the right of way line and edge of highway pavement clearly shown on plans?

PERMIT NOTIFICATION

MUST BE COMPLETED PRIOR TO BEGINNING OF ANY WORK

The applicant must notify TxDot 24 hours before start of the work

Rodney.Wilson@txdot.gov Ph. No. (214) 317 2488

Any construction or structure built in TxDot right of way without an approved permit will be removed.

Permit Issued To: City of Lucas, Scott Holden, P.E., Director of Public Works

Permit Number: DAL 20210628115742

Is Permit Expired? _____

If yes they will have to apply for extension!!!

(Driveway Permits 6 months Utility Permits 1 year)

Exact Location of Project: FM 1378 and FM 3286

Type of Project: 12" water main relocation

Traffic Control Plans? TCP(1-1, 1-2)-18

Is there any type of TxDOT Structures affected? No

(Culverts, signs, guardrail, pavement markings, etc.)

Revegetation Procedure? Block Sodding (Item 162)

Start Date: 11/1/2022

Completion Date: 5/1/2023

Keep a complete copy of permit & TCP on the job site at all times!! _____

(NOT IN A PICKUP ON A PROJECT DOWN THE ROAD)

English Speaking Contact: Scott Holden

Contact Phone Number: 972-912-1208

Name and phone number of person responsible for contacting TxDOT upon completion

Scott Holden, 972-912-1208

Notes:



City of Lucas
665 Country Club Road
Lucas, Texas 75002
972.727.8999
www.lucastexas.us

Date

11/01/2022

Ms. Ceason Clemens, P.E.
Dallas District Engineer
4777 E. Highway 80
Mesquite, TX 75150-6643

RE: Abandon-In-Place Request

Installation Request No. (Permit):

DAL20221027080035

County:

Collin

*Please provide project or Roadway
and limits/location below.*

TxDOT Construction
Project

Example:

IH/US/SH/FM/LP ##: From: To:

CSJ/RCSJ (if applicable)

Utility ID # (for reimbursable relocations)

FM 1378 at FM 3286
C.C.S.J.: 1392-01-044
R.C.S.J.: 1392-01-049

Dear Ms. Clemens:

City of Lucas

Utility Owner/Company Name

hereby requests portions/portion of the existing utility facility adjustments and/or relocations shown in the attached exhibits to address items outlined in 43 TAC §21.39 to be abandoned in place. Please provide further information regarding your request for abandonment.

- Utility Owner** agrees the areas of abandonment will not have negative impacts on TxDOT's facilities and/or construction. Areas proposed for abandonment have exhibits included such as Plan/Profile(s); Plan/Cross Section(s), etc.
- Indicate how this abandonment will benefit TxDOT:

The water line will not encumber the construction of FM 3286 since it will be relocated from TxDOT ROW.

3. Explain how the abandonment will not impede future installations of other facilities in TxDOT ROW.

By relocating the existing water line, the existing water line will be abandoned allowing the construction of the intersection.

4. The existing type of utility facility to be abandoned within TxDOT ROW consists of (type, diameter, material, length and depth):

Approximately 2,000 linear feet of 12-in PVC water line varying in depth of 3 to 5 feet will be abandoned inside TxDOT ROW.

5. Describe the proposed final condition of the abandoned facilities, ensuring compliance with TxDOT's UAR. The utility adjustment/relocation of the vacated facilities*, shown in the attached exhibits as abandoned in place, will be (example cut, capped, grout filled):

The 2,000 linear feet of water line will be cut and capped. All existing fire hydrants will be removed and returned to the City of Lucas. The fire hydrant service will be cut and capped.

6. **Utility Owner** agrees to all other facilities conflicting with above TxDOT Construction Project, if applicable, will be removed as indicated in detail within the enclosed plans and supporting documentation.

The enclosed plans and supporting documentation includes:

1. UIR Installation Request (Permit)
2. Relocation plans in the form of Plan/Profile(s), Plan/Cross Section(s), etc. that includes:
 - Age, condition, size, current status, type (material composition) and length of the utility facility to be abandoned.
 - The approximate depth of the existing pipeline or conduit to be abandoned.
 - Existing pipeline or conduit operating condition (Optimal/Compromised).
 - Existing pipeline or conduit is not in conflict with other existing utilities.
 - Abandonment will not cause conflict with either the proposed construction and/or other utilities.
 - The removal of abandoned facilities as shown will be coordinated in advance with the designated TxDOT Contractor and/or Utility Coordinator in the Area Office.

This abandonment **WILL NOT** be construed as a change in ownership of the facility.

1. **Utility Owner** assumes all financial responsibility and property ownership of the abandoned facility referenced above.
2. **Utility Owner** will be responsible for maintaining abandoned facility records, in accordance with 43 TAC §21.39 and all current federal, state, local laws, codes and industry standards.
3. **Utility Owner** attests the utility facility associated with this abandonment does not contain, or is not composed of, hazardous or contaminated materials.

The below contact will be on-site within 24-48 hours of notice to identify the abandoned utility:

Utility Owner Contact:

Jeremy Bogle

Address:

665 Country Club Road
Lucas, TX 75002-7651

Phone Number:

972-727-8999

Email Address:

jbogle@lucastexas.us

NOTICE: The abandoned facility must be located and marked within 48 hours of a request from TxDOT. Failure to have a representative on site within that timeframe may result in TxDOT seeking legal relief, reimbursement of costs associated with removal (if necessary), and denial of future abandonment requests.

Your cooperation is greatly appreciated.

Sincerely,

Scott A. Holden

Please sign above and include name and title below.

Scott A. Holden, Public Works Director

UTILITY OWNER:
APPROVED REQUESTS MUST BE UPLOADED TO TXDOT'S UIR SYSTEM WITH UTILITY INSTALLATION REQUEST (PERMIT). PERMITS INCLUDING ABANDONMENT OF FACILITIES MAY NOT BE APPROVED WITHOUT DALLAS DISTRICT APPROVAL.

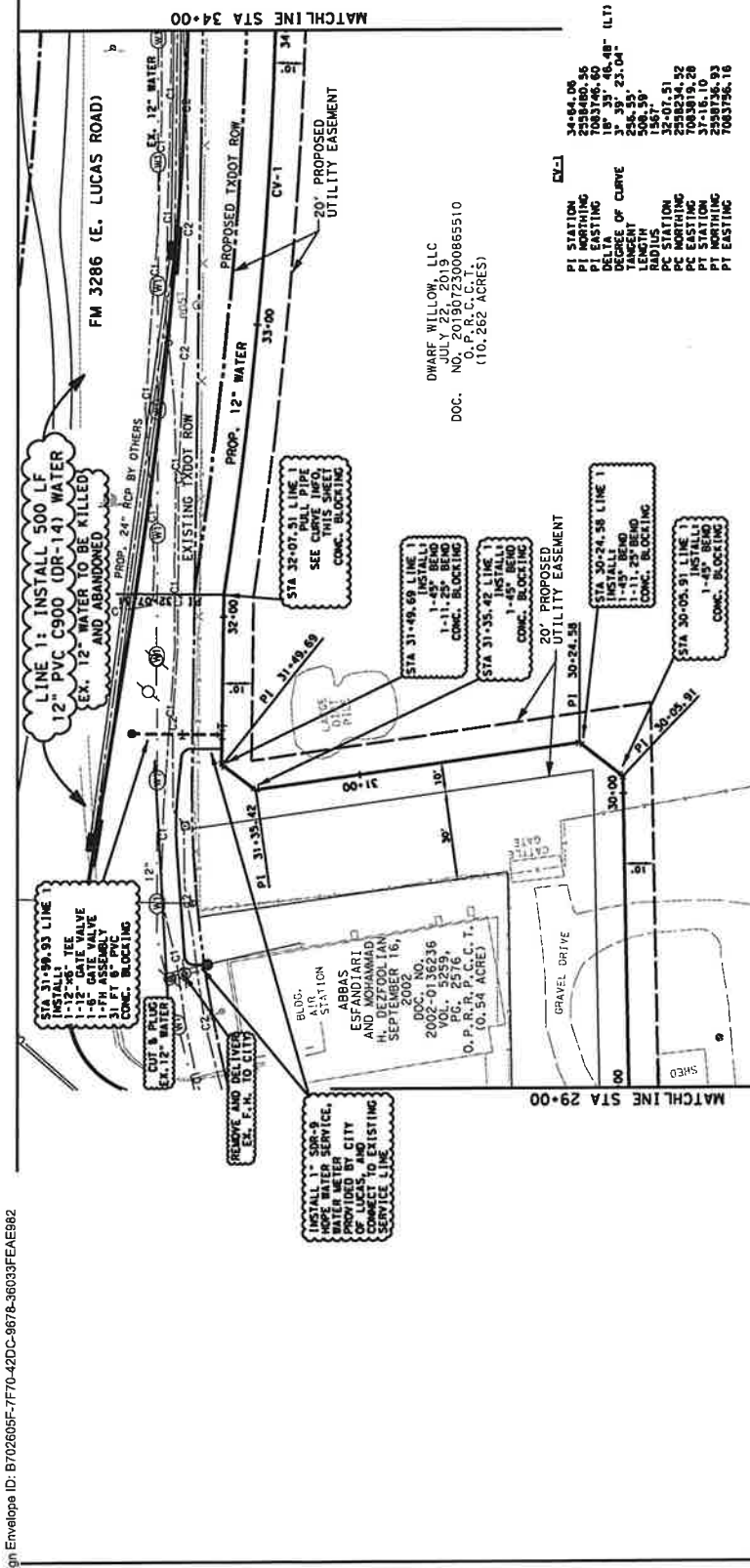
DALLAS DISTRICT APPROVAL

DS
cc **DISTRICT ENGINEER**

DS
BH **DIRECTOR OF CONSTRUCTION**

DS
JV **AREA ENGINEER**

* All abandoned conduit shall be free of wires and cables. Pipes/Conduit 3" or greater shall be purged free of hydro-carbons, capped and grout filled.



- NOTES:**
1. SEE NOTES FOR ADDITIONAL WATER MAIN INFORMATION.
 2. LEVEL B SUE PERFORMED BY OTHERS.
 3. REMOVE & REPLACE EX. WATER METERS FOR ALL EXISTING WATER MAINS. CONTRACTOR SHALL VERIFY LOCATION OF ALL WATER METERS PRIOR TO CONSTRUCTION (177P, ALL).
 4. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION THAT ALL EXISTING WATER SERVICES AND METER BOXES SHALL BE PROTECTED AND METER BOXES SHALL BE LOCATED TO FEET UPSTREAM OF THE EXISTING WATER SERVICE AND CLEANED.
 5. CONTACT UTILITY AT 407-472-8408 FOR LOCATION OF KNOWN 20\"/>

DWARF WILLOW, LLC
 JULY 22, 2019
 DOC. NO. 2019072300085510
 O. J. C. C. C.
 (101.282 ACRES)

EX-1

PI STATION	34+64.00
PI NORTHING	258840.86
PI EASTING	7083746.60
DEGREE OF CURVE	3° 37' 23.04"
TANGENT	258.55'
LENGTH	508.59'
PC STATION	32+07.51
PC NORTHING	2588234.32
PC EASTING	7083819.28
PT STATION	2883510.03
PT NORTHING	25883756.16
PT EASTING	7083756.16

STATION	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1	LINE 1
29+00													
29+12													
29+24													
29+36													
29+48													
29+60													
29+72													
29+84													
29+96													
30+00													
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34+00													

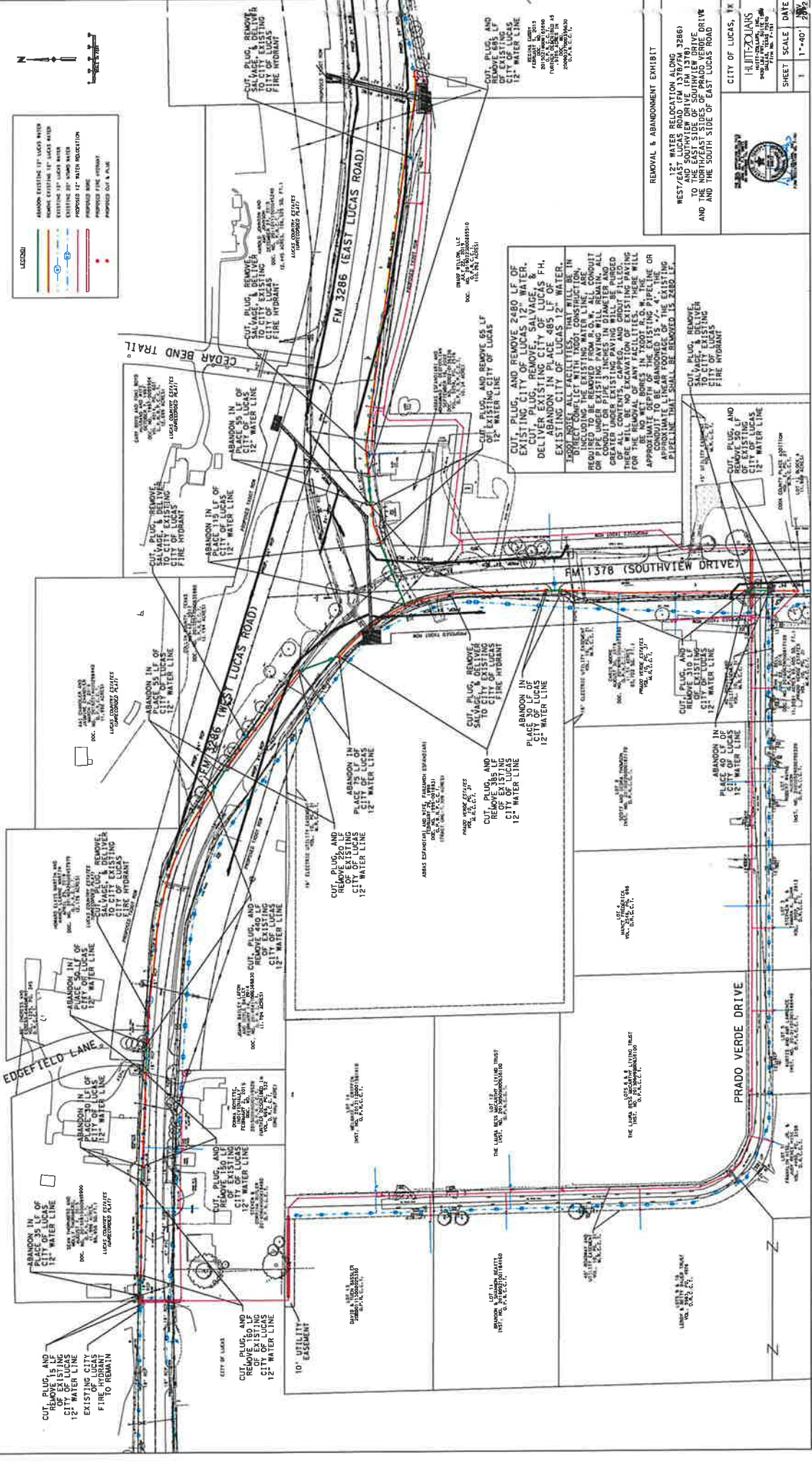
NO.	DATE	REVISIONS	APPROVED

12" WATER RELOCATION
 FM 137B, PRADO VERDE DR., FM 3286
 WATER PLAN & PROFILE
 STA 29+00.00 TO STA 34+00.00
 CITY OF LUCAS, TEXAS

HUTZ-COLLARS
 ENGINEERS & ARCHITECTS
 1140 N. WEST 14TH ST., SUITE 100
 LUCAS, TEXAS 76798
 TEL: 817-291-5555
 FAX: 817-291-5556
 WWW.HUTZ-COLLARS.COM

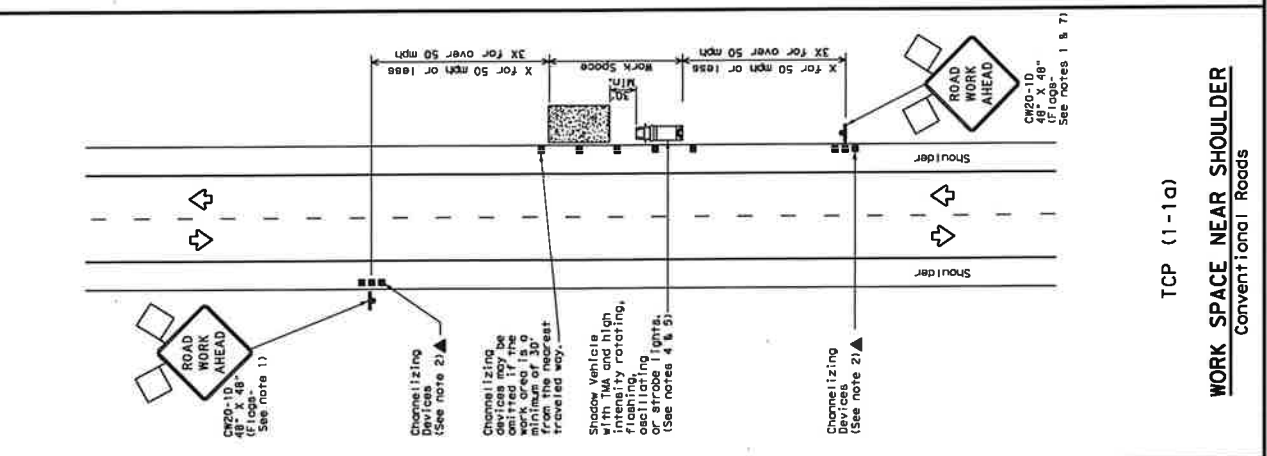
DESIGN: DRWYR
 APPR: SCALE DATE PROJ. NO. SHEET
 GCP: JH 1"=20' H 282 10114901 11

CITY OF LUCAS - BAIT SHOP WATERLINE RELOCATION



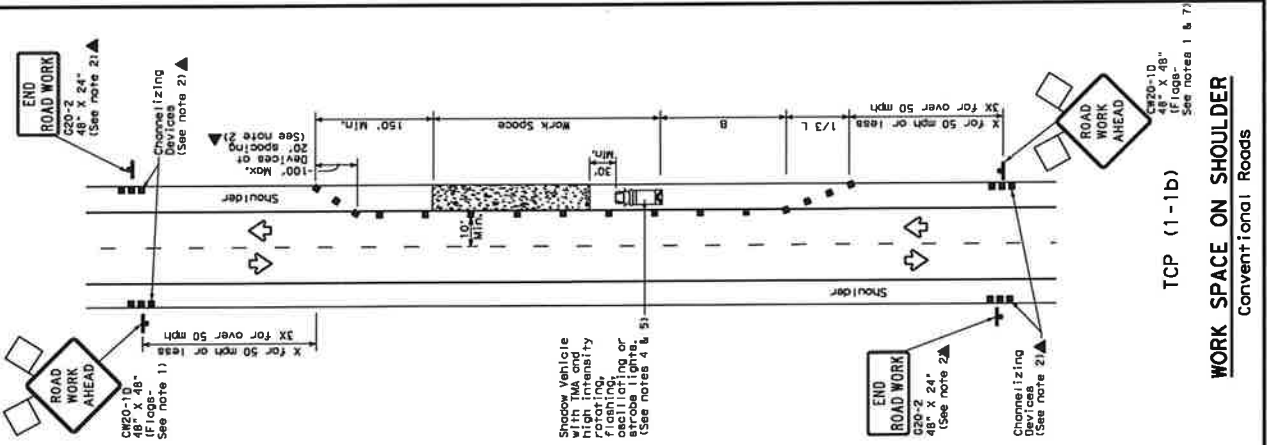
<p>12" WATER RELOCATION ALONG WEST/EAST LUCAS ROAD (FM 1378/FM 3286) AND SOUTHWIER DRIVE (FM 1378) TO THE NORTH/EAST SIDES OF PRADO VERDE DRIVE AND THE SOUTH SIDE OF EAST LUCAS ROAD</p>	<p>CITY OF LUCAS, OH</p>
<p>REMOVAL & ABANDONMENT EXHIBIT</p>	<p>HULL COLEMAN</p>
<p>11-14-2022</p>	<p>SCALE: 1" = 40'</p>
<p>SHEET: 1</p>	<p>DATE</p>

DISCLAIMER
 The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TBOB for any purposes whatsoever. TBOB assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



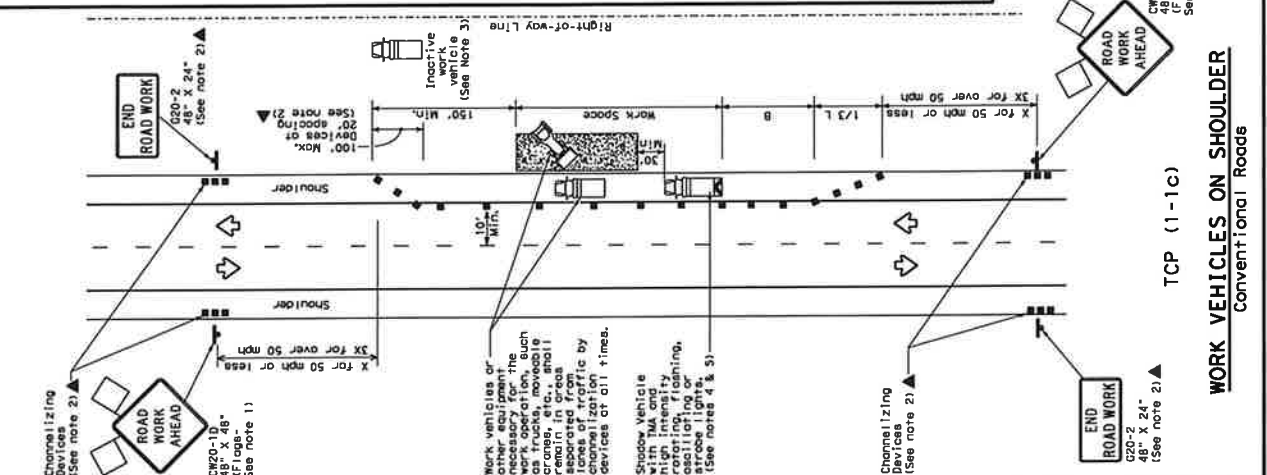
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

Type 3 Barricade	Channelizing Devices
Truck Mounted Attenuator (TMA)	Truck Mounted Attenuator (TMA)
Portable Changeable Message Sign (PCMS)	Portable Changeable Message Sign (PCMS)
Traffic Flow	Traffic Flow
Flag	Flag

Formula	Minimum Taper Length (ft)	Minimum Spacing of Channelizing Devices (ft)	Minimum Spacing of Taper (ft)	Minimum Spacing of Buffer Space (ft)	Suggested Minimum Channelizing Device Spacing (ft)
$3L - WS$	150'	165'	180'	30'	60'
$3L - WS$	205'	225'	245'	35'	70'
$3L - WS$	265'	295'	320'	40'	240'
$3L - WS$	450'	495'	540'	45'	320'
$3L - WS$	500'	550'	600'	50'	400'
$3L - WS$	550'	605'	650'	55'	110'
$3L - WS$	600'	660'	720'	60'	120'
$3L - WS$	650'	715'	780'	65'	130'
$3L - WS$	700'	770'	840'	70'	140'
$3L - WS$	750'	825'	900'	75'	150'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L- Length of Taper (FT) W-Width of Offset (FT) S- Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs when shown are REQUIRED.
- Signs with the triangle symbol may be omitted when spaced at intervals in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the work area.
- A Shadow Vehicle with TMA and high intensity flashing, flashing, or strobe lights, (See notes 4 & 5).
- Shadow Vehicle with TMA and high intensity flashing, flashing, or strobe lights, (See notes 4 & 5).
- Additional Shoulder Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect wider work areas.
- See TCP(1-1) for shoulder work on divided highways, expressways and roadways.

Texas Department of Transportation

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 18

FILED	11/11/11	11:11 AM	11/11/11	11/11/11
DATE	11/11/11	11:11 AM	11/11/11	11/11/11
BY	11/11/11	11:11 AM	11/11/11	11/11/11
BY	11/11/11	11:11 AM	11/11/11	11/11/11

LEGEND

Type 3 Barricade	Channelizing Devices

Posted Speed Limit (mph)	Minimum Sign Spacing (ft)	Minimum Sign Spacing (ft) - Urban	Minimum Sign Spacing (ft) - Rural	Minimum Sign Spacing (ft) - Interstate
30	150	165	180	300
35	205	225	245	350
40	265	285	320	400
45	325	345	380	450
50	385	405	440	500
55	445	465	500	550
60	505	525	560	600
65	565	585	620	650
70	625	645	680	700
75	685	705	740	750

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the maintenance work, when approved by the Engineer.
- The CS-4 "BE PREPARED TO STOP" sign may be installed after the CR20-4D "ONE LANE ROAD AHEAD" sign but proper sign spacing shall be maintained.
- Signs shall be illuminated by flashing lights or strobe lights.
- A shadow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the use of a shadow vehicle, the TMA may be substituted for the Shadow Vehicle and TMA. Additional Shadow Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- RI-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- RI-2 "YIELD" sign with RI-2GP "ONCOMING TRAFFIC" plaque shall be placed on a support structure with a minimum mounting height.

TCP (1-2b)

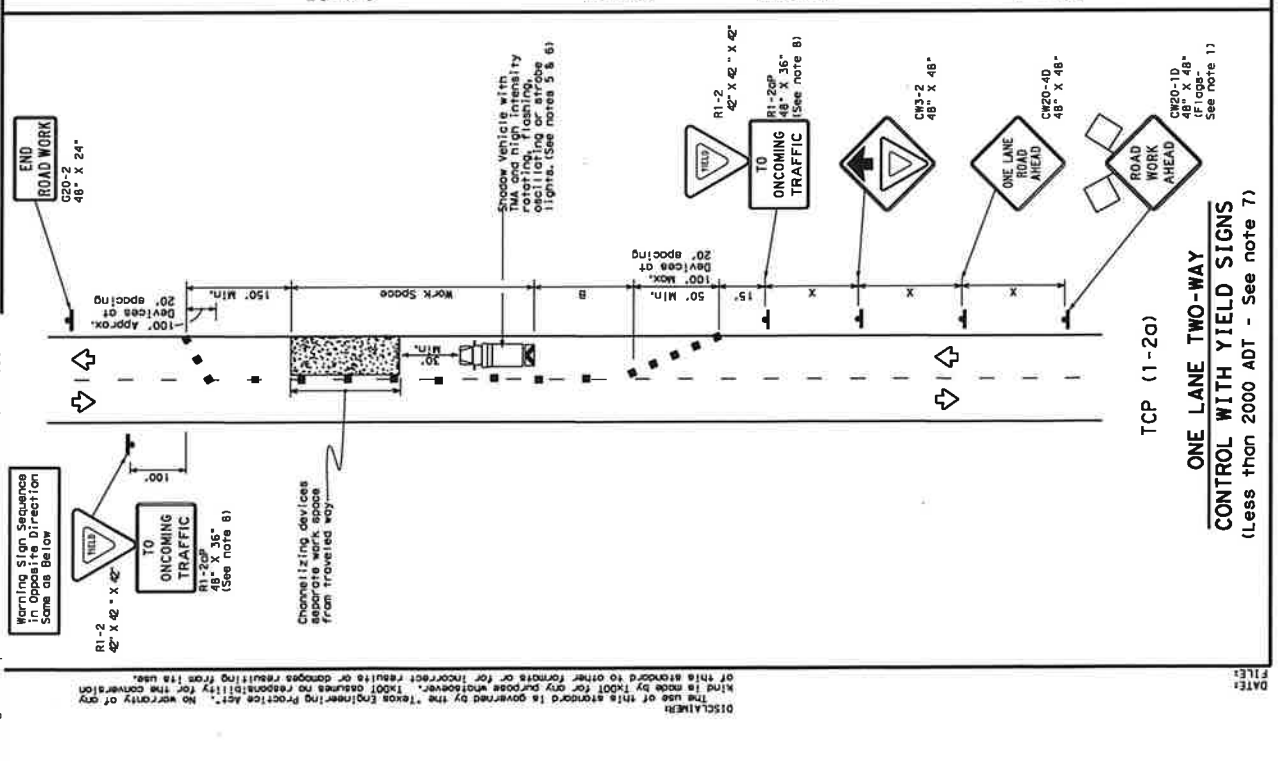
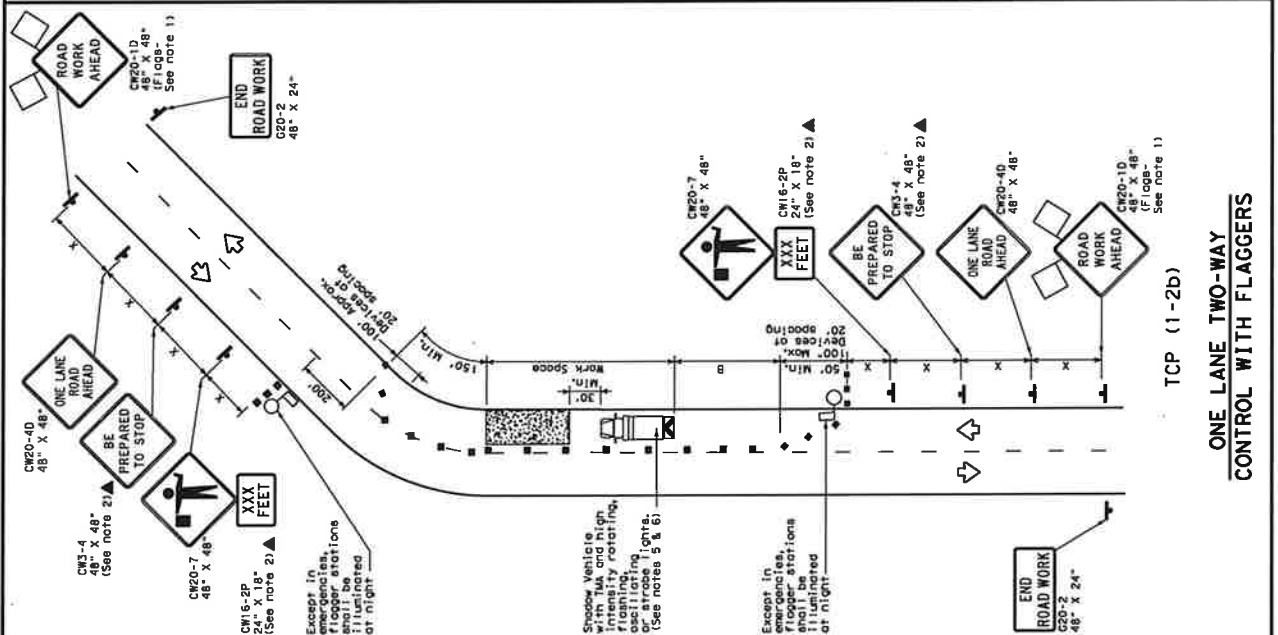
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- Sign spacing should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Channelizing devices on the shoulder should be omitted to control traffic. Flags should be limited to emergency situations.

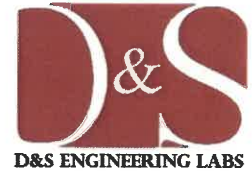
Texas Department of Transportation
Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

REV	DATE	BY	CHK	APP	DESCRIPTION
1.0001	December 1985	DMR	DMR	JAM	ISSUED
4-90	4-90	MWH/MS			
2-94	2-12	DMR			
1-97	2-18	DMR			





September 4, 2020

Jamshid Shirali, P.E.
TxDOT Dallas District Lab
Mesquite, Texas

GEOTECHNICAL INVESTIGATION

CSJ 1392-01-044

FM 1378

Collin County, Texas

Contract 36-7IDP5043-6615 WA#19-8
D&S Engineering Labs #G16-3003-19-8

Mr. Shirali,

Transmitted herewith is the Pavement Data Report for the borings explored, including WINCORE boring logs, together with laboratory test data, pavement core photographs and a .clg file as requested for this project within Work Authorization #19-8 of our contract.

GPS Coordinates of the as-drilled boring locations are shown on the WINCORE log, as well as on the laboratory test data summary sheet. Project location sheets provided with WA #19-8 are also included for reference.

We appreciate this opportunity to be of service. Please let us know if you have any questions or require additional information.

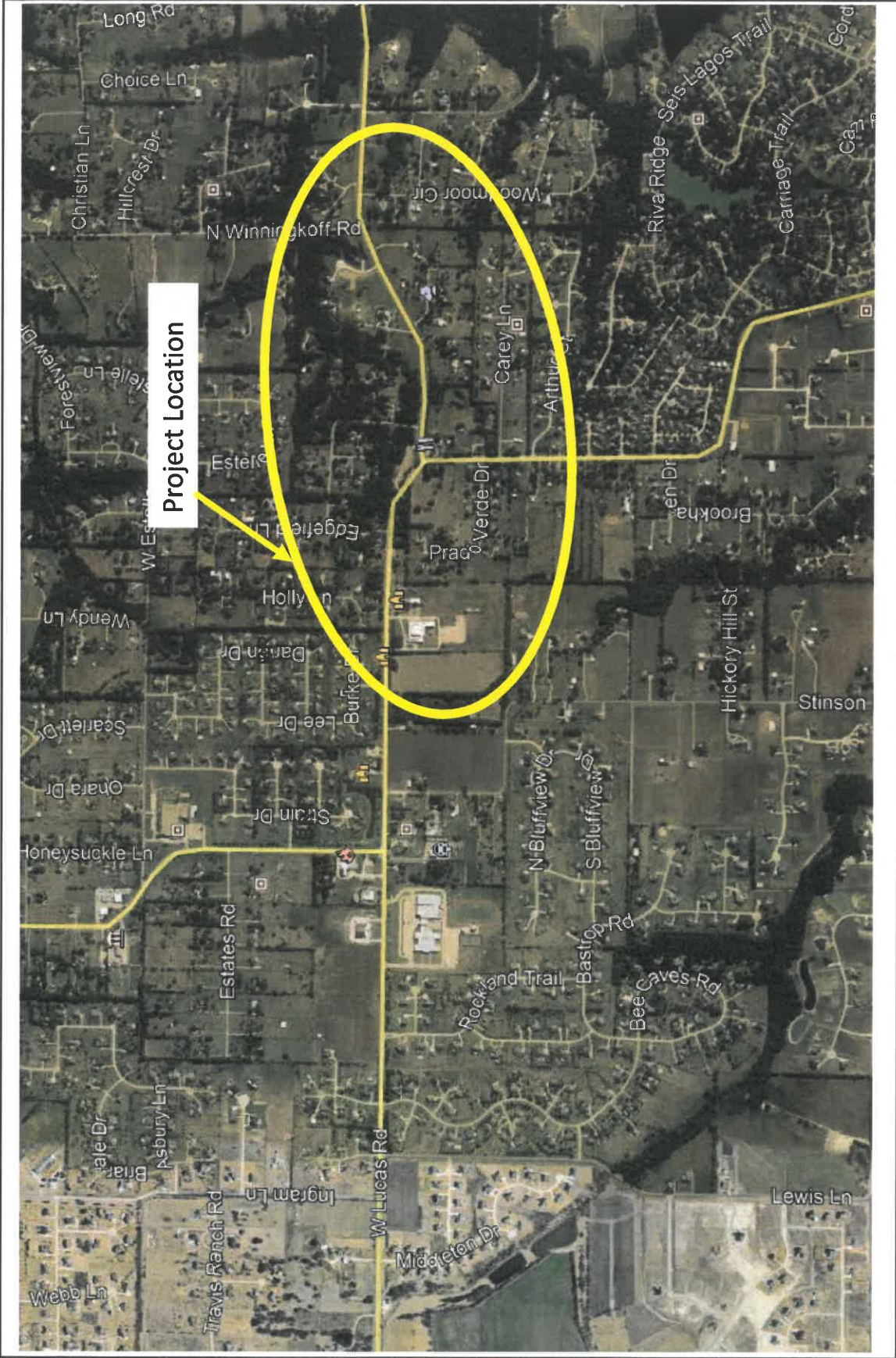
Respectfully submitted,
D&S Engineering Labs, LLC

September 4, 2020

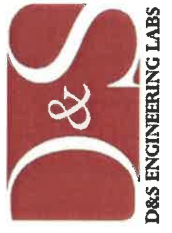
A circular professional engineer seal for Mark G. Thomas, State of Texas, License No. 103791. The seal features a star in the center and the text 'STATE OF TEXAS', 'MARK G. THOMAS', '103791', and 'LICENSED PROFESSIONAL ENGINEER'. A handwritten signature in blue ink is written over the seal.

Mark G. Thomas

Mark G. Thomas, P.E., P.G.
Principal Geotechnical Engineer



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY



LUCAS

PROJECT LOCATION

FM 1378
CSJ: 1392-01-044

TEXAS

SHEET NO.

G1



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY



Drilled



PROJECT LOCATION
FM 1378
PAVEMENT BORINGS
CSJ: 1392-01-044

TEXAS

SHEET NO.
G2
 Date Drilled
 August 24 and 27, 2020



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY



Drilled



LUCAS

PROJECT LOCATION

FM 1378
PAVEMENT BORINGS
CSJ: 1392-01-044

SHEET NO.

G3

Date Drilled
August 24 and 27, 2020

TEXAS



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY



Drilled



LUCAS

PROJECT LOCATION

**FM 1378
PAVEMENT BORINGS
CSJ: 1392-01-044**

SHEET NO.

G4

Date Drilled
August 24 and 27, 2020

TEXAS



WinCore
Version 3.1

DRILLING LOG

County Collin
Highway FM 1378
CSJ 1392-01-044

Hole E-1 P-1
Structure Pavement
Station
Offset

District Dallas
Date 08/24/20
Grnd. Elev. 0.0 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
2			FILL, CLAY; soft to stiff; light brown, dark brown, gray; trace to few sand and aggregate fragments							2' P.P. = 4.5+
4						23.9	53	32		2' Sulfate Content: 120 ppm 2' %Passing No. 200 Sieve = 90.2 4' P.P. = 2.5
6						9.9	40	23		4' Sulfate Content: 100 ppm 4' %Passing No. 200 Sieve = 33.3 6' P.P. = 4.5+
-6.0			CLAY, soft; dark brown; trace fine gravel and sand (CH)							8' P.P. = 4.5+
-10.0										10' P.P. = 1.75
12										
14										
16										
18										
20										

Remarks: GPS Coordinates: N33.085147, W96.578409
-dry during drilling
-dry upon completion

Driller: Jeffery Shaver (D&S)

Logger: Dalton Hubbard (D&S)

Organization: D&S Engineering Labs, LLC.



WinCore
Version 3.1

DRILLING LOG

County Collin
Highway FM 1378
CSJ 1392-01-044

Hole E-2 P-2
Structure Pavement
Station
Offset

District Dallas
Date 08/24/20
Grnd. Elev. 0.0 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties			Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	
-2.0	2		CLAY, soft; light brown; few shale fragments (CL)						1' Sulfate Content: 100 ppm 2' P.P. = 4.5+
			SHALE, highly to completely weathered; very soft; light brown, light gray; few to little gypsum; blocky; calcareous			14.2	45	22	2' Sulfate Content: 120 ppm
	4					15.8	49	26	4' P.P. = 4.5+
	6								6' P.P. = 4.5+
	8								8' P.P. = 4.5+
-9.5	10					20.1	54	30	8' %Passing No. 200 Sieve = 87.6 9.5' P.P. = 4.5+
	12								
	14								
	16								
	18								
	20								

Remarks: GPS Coordinates: N33.084694, W96.577694
-dry during drilling
-dry upon completion

Driller: Jeffery Shaver (D&S)

Logger: Dalton Hubbard (D&S)

Organization: D&S Engineering Labs, LLC.



WinCore
Version 3.1

DRILLING LOG

County Collin
Highway FM 1378
CSJ 1392-01-044

Hole E-3 P-3
Structure Pavement
Station
Offset

District Dallas
Date 08/24/20
Grnd. Elev. 0.0 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
-0.6			ASPHALT, 7 inches							
-1.1			BASE, 6 inches							
2			FILL, CLAY; soft to stiff; light brown, brown; trace to little sand and gravel (CH)			20.6	52	32		2' Sulfate Content: 100 ppm 3' P.P. = 4.5+ 2' %Passing No. 200 Sieve = 64.5 4' Sulfate Content: 100 ppm 5' P.P. = 3.25
-4.0			CLAY, soft; dark brown; trace calcareous nodules (CH)			26.3	55	33		7' P.P. = 4.5+ 8' P.P. = 3.0
-7.5			SHALE, highly to completely weathered; very soft; light brown, light gray; blocky; calcareous			23.0	62	35		10' P.P. = 2.5
-10.0										
12										
14										
16										
18										
20										

Remarks: GPS Coordinates: N33.084282, W96.575367
-dry during drilling
-dry upon completion

Driller: Jeffery Shaver (D&S)

Logger: Dalton Hubbard (D&S)

Organization: D&S Engineering Labs, LLC.



DRILLING LOG

WinCore
Version 3.1

County Collin
Highway FM 1378
CSJ 1392-01-044

Hole E-4 P-4
Structure Pavement
Station
Offset

District Dallas
Date 08/24/20
Grnd. Elev. 0.0 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
-0.6			ASPHALT, 6.25 inches							1.5' Sulfate Content: 100 ppm 2' P.P. = 2.0
-0.9			CONCRETE, 3.5 inches							
-1.2			BASE, 4 inches							
2			CLAY, soft; brown, dark brown; trace calcareous nodules (CH)			31.5	75	52		
4										6' P.P. = 2.75
-6.0			SHALE, highly to completely weathered; very soft; light brown, light gray; trace to little gypsum; blocky; calcareous			29.7	75	50		8' P.P. = 4.0 7' %Passing No. 200 Sieve = 97.0
8										10' P.P. = 4.5+
-10.0										
10										
12										
14										
16										
18										
20										

Remarks: GPS Coordinates: N33.084708, W96.571430
-dry during drilling
-dry upon completion

Driller: Jeffery Shaver (D&S)

Logger: Dalton Hubbard (D&S)

Organization: D&S Engineering Labs, LLC.



DRILLING LOG

WinCore
Version 3.1

County Collin
Highway FM 1378
CSJ 1392-01-044

Hole E-5 P-5
Structure Pavement
Station
Offset

District Dallas
Date 08/24/20
Grnd. Elev. 0.0 ft
GW Elev. N/A

Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties			Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	
-1.0			ASPHALT, 12.25 inches						
-1.3			BASE, 3 inches						
2			FILL, CLAY; soft to stiff; light brown, brown; trace to few aggregate fragments and sand						2' P.P. = 2.25 2' Sulfate Content: 920 ppm
-3.0			CLAY, soft; light brown, brown, dark brown (CH)						4' P.P. = 4.5+
4						28.2	61	37	4' Sulfate Content: 560 ppm 4' %Passing No. 200 Sieve = 91.0 6' P.P. = 4.5+
-7.0			SHALE, very soft; light brown, light gray; trace to little gypsum; blocky; calcareous						8' P.P. = 4.5+
8						17.4	47	24	9' P.P. = 4.5+ 8' %Passing No. 200 Sieve = 87.6
-9.0									
10									
12									
14									
16									
18									
20									

Remarks: GPS Coordinates: N33.0838332, W96.576743
-dry during drilling
-dry upon completion



WinCore
Version 3.1

DRILLING LOG

County Collin
Highway FM 1378
CSJ 1392-01-044

Hole E-6 P-6
Structure Pavement
Station
Offset

District Dallas
Date 08/24/20
Grnd. Elev. 0.0 ft
GW Elev. N/A

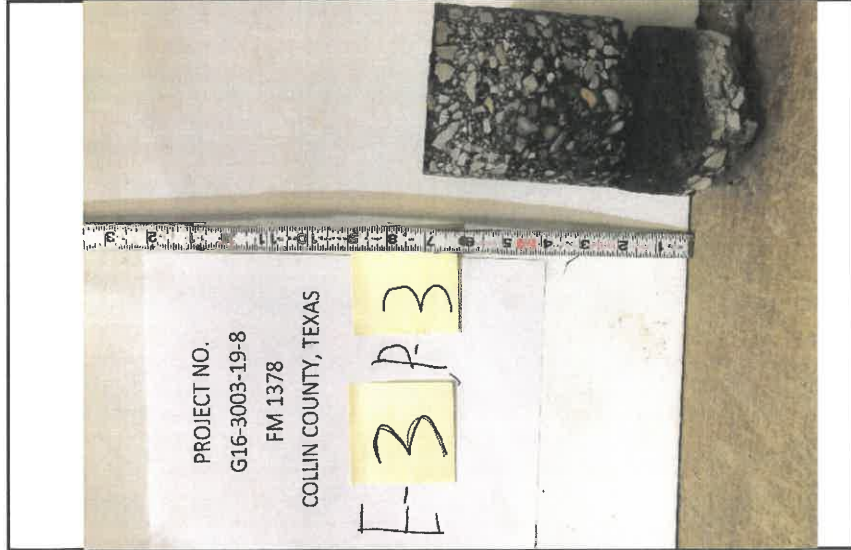
Elev. (ft)	LOG	Texas Cone Penetrometer	Strata Description	Triaxial Test		Properties				Additional Remarks
				Lateral Press. (psi)	Deviator Stress (psi)	MC	LL	PI	Wet Den. (pcf)	
-1.2			ASPHALT, 14.25 inches							
-1.4			BASE, 2 inches							
2			FILL, CLAY; soft to stiff; light brown, brown, dark brown, gray; little sand and aggregate fragments (CL)			20.9	45	24		2' P.P. = 4.5+ 2' Sulfate Content: 120 ppm 2' %Passing No. 200 Sieve = 81.0 4' P.P. = 4.5+ 4' Sulfate Content: 140 ppm
4			CLAY, soft; dark brown; trace sand and ferrous nodules (CL)			13.6	38	20		4' %Passing No. 200 Sieve = 55.6 6' P.P. = 3.5 8' P.P. = 3.0
8			SHALE, highly to completely weathered; very soft to soft; light brown, light gray; trace to little gypsum; blocky; calcareous			19.3	50	28		9' P.P. = 4.5+
10										
12										
14										
16										
18										
20										

Remarks: GPS Coordinates: N33.081212, W96.576715
-dry during drilling
-dry upon completion

Driller: Jeffery Shaver (D&S)

Logger: Dalton Hubbard (D&S)

Organization: D&S Engineering Labs, LLC.



E-3, P-3

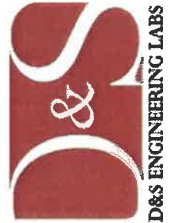


E-4, P-4



E-5, P-5

Boring	Description
E-3, P-3	Asphalt 7 inches, Base 6 inches
E-4, P-4	Asphalt 6.25 inches, Concrete 3.5 inches, Base 4 inches
E-5, P-5	Asphalt 12.25 inches, Base 3 inches



COLLIN COUNTY

PAVEMENT CORES

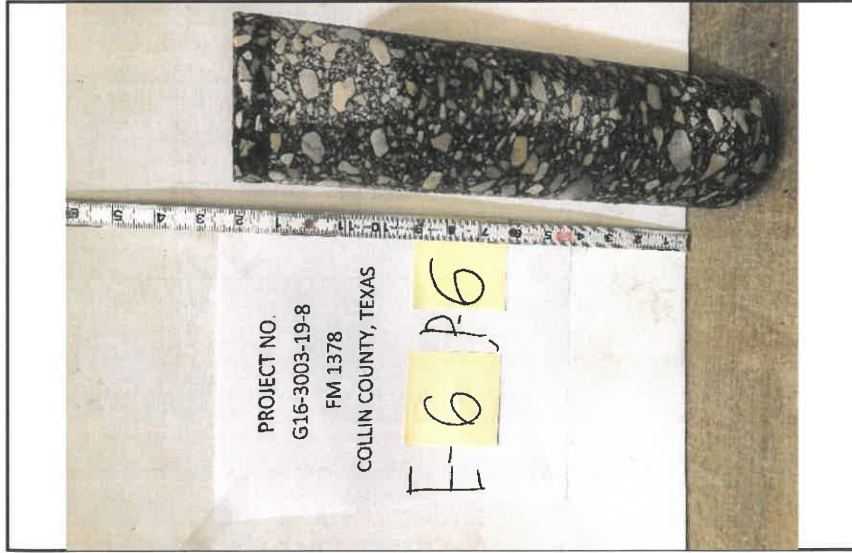
FM 1378
CSJ 1392-01-044

TEXAS

SHEET NO.

PV1

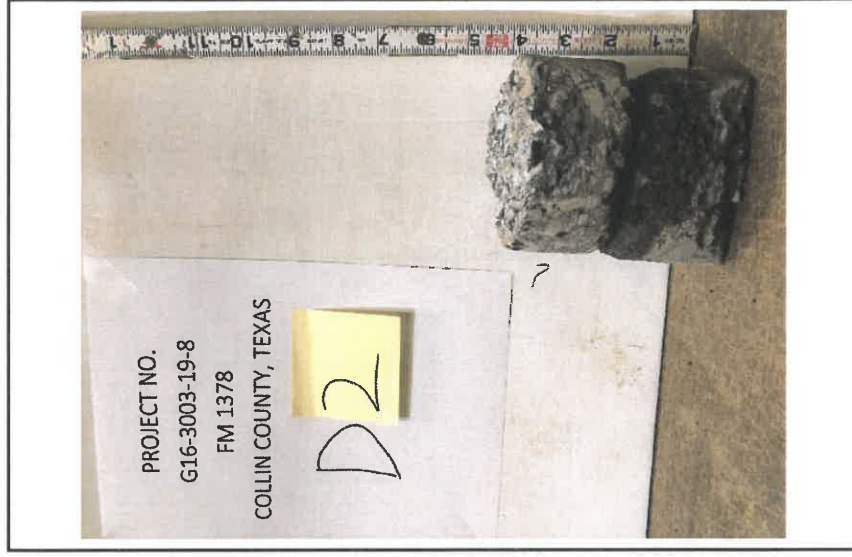
DATE DRILLED
August 27, 2020



E-6, P-6



D-1



D-2

Boring	Description
E-6, P-6	Asphalt 14.25 inches, Base 2 inches
D-1	Asphalt 4.5 inches, Base 1.25 inches
D-2	Asphalt 4 inches, Base 3 inches



COLLIN COUNTY

PAVEMENT CORES

FM 1378
CSJ 1392-01-044

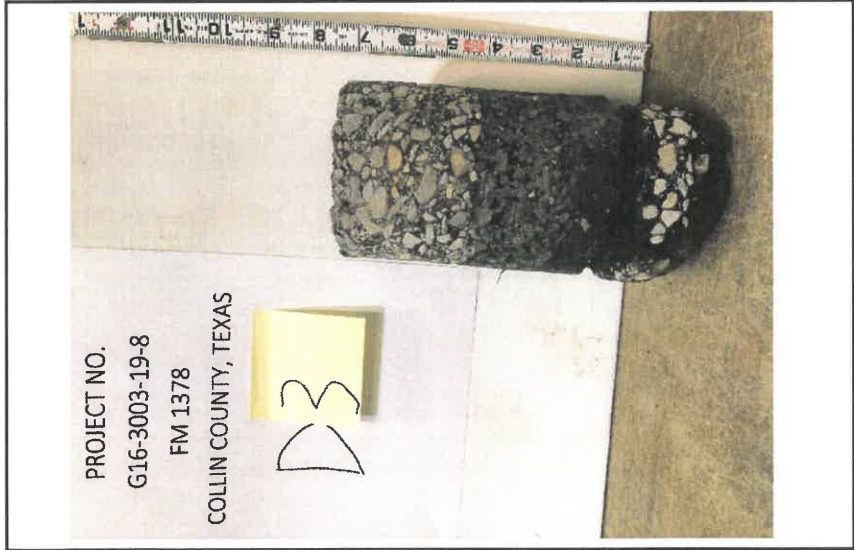
TEXAS

SHEET NO.

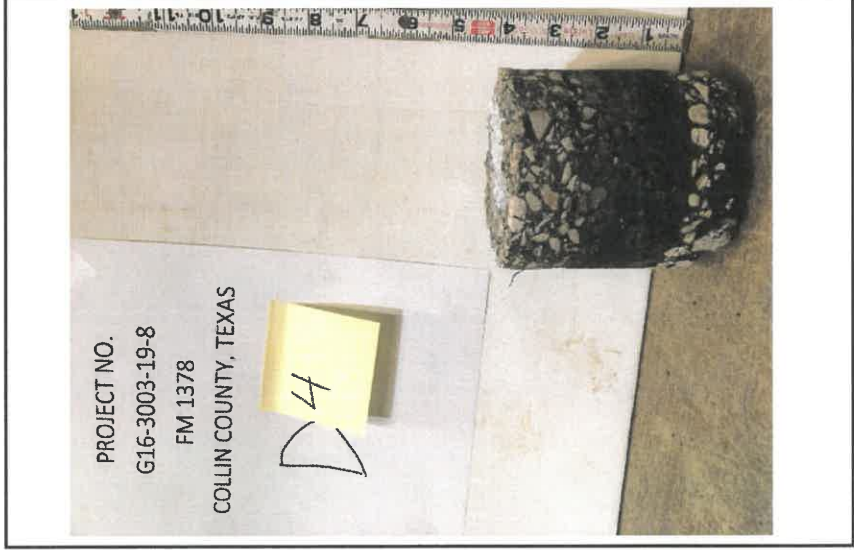
PV2

DATE DRILLED

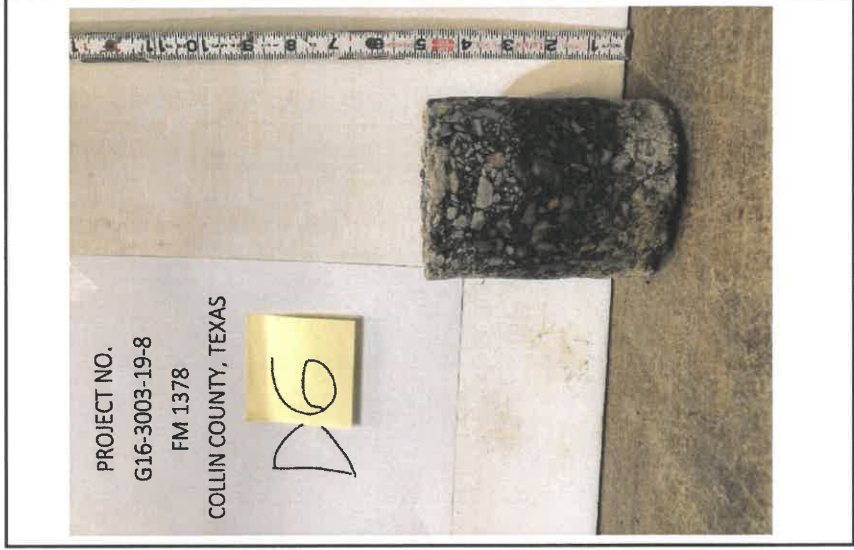
August 24 and 27, 2020



D-3



D-4



D-6

Boring	Description
D-3	Asphalt 7.25 inches, Base 0.75 inches
D-4	Asphalt 4 inches, Base 1.25 inches
D-6	Asphalt 4.5 inches, Base 3.5 inches



D&S ENGINEERING LABS

PAVEMENT CORES
FM 1378
CSJ 1392-01-044

COLLIN COUNTY

TEXAS

SHEET NO.

PV3

DATE DRILLED
 August 24, 2020



D-7



D-8



D-9

Boring	Description
D-7	Asphalt 10 inches, Base 6 inches
D-8	Asphalt 15.5 inches, Base 2.5 inches
D-9	Concrete 7.5 inches, Base 5 inches



D&S ENGINEERING LABS

PAVEMENT CORES
 FM 1378
 CSJ 1392-01-044

COLLIN COUNTY

TEXAS

SHEET NO.

PV4

DATE DRILLED
 August 24, 2020



**G16-3003-19-8 TxDOT DFW WA#19-8 FM 1378 (CSJ 1392-01-044)
Pavement Core Thickness Summary**

Boring ID	Latitude	Longitude	Asphalt Thickness (inches)	Concrete Thickness (inches)	Base Thickness (inches)
E-1, P-1	N33.085147	W96.578409	-	-	-
E-2, P-2	N33.084694	W96.577694	-	-	-
E-3, P-3	N33.084282	W96.575367	7.0	-	6.0
E-4, P-4	N33.084708	W96.571430	6.25	3.5	4.0
E-5, P-5	N33.083832	W96.576743	12.25	-	3.0
E-6, P-6	N33.081212	W96.576715	14.25	-	2.0
D-1	N33.084231	W96.576222	4.5	-	1.25
D-2	N33.084429	W96.575624	4.0	-	3.0
D-3	N33.084548	W96.572203	7.25	-	0.75
D-4	N33.084390	W96.571867	4.0	-	1.25
D-6	N33.084107	W96.576610	4.5	-	3.5
D-7	N33.082409	W96.576876	10.0	-	6.0
D-8	N33.081851	W96.576623	15.5	-	2.5
D-9	N33.080890	W96.576632	-	7.5	5.0



G16-3003-19-8 TxDOT DFW WA#19-8 FM 1378 (CSJ 1392-01-044)

LAB TEST RESULTS SUMMARY (PAVEMENT BORINGS)

Boring ID	Latitude	Longitude	Depth (ft.)	Material Description	Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	% Passing No. 200	Sulfate Content (ppm)
E-1,P-1	N33.085147	W96.578409	2	FILL: CLAY	23.9	53	21	32	90.2	120
			4	FILL: CLAY	9.9	40	23	17	33.3	100
E-2,P-2	N33.084694	W96.577694	1	CLAY (CL)	14.2	45	22	23		100
			2	SHALE	15.8	49	26	23		120
			8	SHALE	20.1	54	30	24	87.6	88
E-3,P-3	N33.084282	W96.575367	2	FILL: CLAY	20.6	52	32	20	64.5	100
			4	FILL: CLAY	26.3	55	33	22		100
			8	SHALE	23.0	62	35	27		
E-4,P-4	N33.084708	W96.571430	1.5	CLAY (CH)						100
			2	CLAY (CH)	31.5	75	52	23	94.1	140
			7	SHALE	29.7	75	50	25	97.0	
E-5,P-5	N33.0838332	W96.576743	2							920
			4	CLAY (CH)	28.2	61	37	25	91.0	560
			8	SHALE	17.4	47	24	23	87.6	
E-6,P-6	N33.081212	W96.576715	2	FILL: CLAY	20.9	45	24	21	81.0	120
			4	CLAY (CL)	13.6	38	20	18	55.6	140
			8	SHALE	19.3	50	28	22		