

Vacant, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor
CITY OF JUSTIN
CITY COUNCIL AGENDA
MAY 23, 2024
415 N. COLLEGE AVE.
5:30 PM

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: *“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible”*

EXECUTIVE SESSION

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071, 551.074 through 551.076 and Section 551.087 of the Texas Government Code. oDanheim Complaint Against the City of Justin; PUCT Docket No. 53836 o Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243 o Range Creek Developers Agreement o Fieldhouse Developers Agreement o Justin Town Square 380 Agreement o Trafford Terrace Developers Agreement o Oncor Transmission Line o City Manager

- Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - o Danheim Complaint Against the City of Justin; PUCT Docket No. 53836
 - o Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
 - o Range Creek Developers Agreement
 - o Fieldhouse Developers Agreement
 - o Justin Town Square 380 Agreement
 - o Trafford Terrace Developers Agreement
 - o Oncor Transmission Line

- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - o City Manager

Convene into executive session.
Adjourn into open meeting.

1. Discuss, consider, and act on items discussed in Executive Session.

TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

RECOGNITION

PRESENTATION

1. Justin Fun Day Recap

PROCLAMATION

2. Presentation of a Proclamation declaring May as Motorcycle Awareness Safety Month.

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

CONSENT AGENDA

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

3. Consider and take appropriate action to approve the following City Council meeting minutes:
 - April 25, 2024 Regular City Council Meeting
 - May 9, 2024 Special Called City Council Meeting
 - May 9, 2024 Regular City Council Meeting
 - May 15, 2024 Special City Council Meeting
4. Consider and take appropriate action regarding Resolution 681-24 affirming a Performance Agreement between the EDC, CDC, and Justin Town Center, LTD.
5. Consider and take appropriate action adopting Ordinance 782-24 amending the FY 23-24 EDC/CDC Budgets.
6. Consider and take appropriate action approving Resolution 679-24 awarding a contract to Clark Adamson Insurance for Justin employee consulting and brokerage services.
7. Consider and take appropriate action on resolution 682-24 Preliminary Plat for Treeline Phase 2,

consisting of 1,173 lots. Generally located south of FM 407.

ITEMS PULLED FROM CONSENT AGENDA

POSSIBLE ACTION ITEMS

8. Consider appropriate action for Resolution 678-24 for a contract with Grod Construction LLC for Boss Range Road Improvements in the amount of \$979,212.50 with a 10% Contingency.
9. Consider and take appropriate action on Resolution 680-24 authorizing the City Manager to execute a Developers Agreement with AMS PROPERTY HOLDINGS 2.
10. Consider and take appropriate action on first reading for Ordinance 781-24 approving the Parks, Recreation, and Open Space Plan.

CEREMONIAL ITEM(S)

11. Recognition of outgoing City Council Members
12. Provide Oath of Office and Certificate of Election for Newly Elected City Council Members.

FUTURE AGENDA ITEMS

13. Consider a Future Agenda Item Request by Council Member Mendoza to discuss Public Comments and Decorum; and take appropriate action
14. Consider a Future Agenda Item Request by Council Member Mendoza to discuss Ethics Board Reports and Ethics Complaint Process; and take appropriate action
15. Consider a Future Agenda Item Request by Council Member Mendoza to discuss the Council Appointment Process for Filling Vacancies.

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 16th of May by 12:00 p.m., at least 72 hours preceding the scheduled meeting time.

Amy Piukana

Amy Piukana, TRMC, City Secretary



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 1. (PRESENTATION)

Title: Justin Fun Day Recap

Department: Administration

Contact: Krystal Gonzalez, Communications Director

Recommendation:

Presentation only.

Background:

Communications Manager, Krystal Gonzalez, will provide the update.

City Attorney Review: No

Attachments:

None



PROCLAMATION

MOTORCYCLE SAFETY AND AWARENESS

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, with the same respect as other vehicles and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, all citizens of our community are urged to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE, BE IT PROCLAIMED THAT: I, James Clark, Mayor of the City of Justin, do hereby proclaim the month of May 2024 as: ***"Motorcycle Safety Awareness Month."***

Proclaimed this 23rd day of May,
2024.

James Clark, Mayor



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider and take appropriate action to approve the following City Council meeting minutes:

- April 25, 2024 Regular City Council Meeting
- May 9, 2024 Special Called City Council Meeting
- May 9, 2024 Regular City Council Meeting
- May 15, 2024 Special City Council Meeting

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Staff recommends City Council approve the minutes.

Background:

City Attorney Review: No

Attachments:

1. CC Minutes 4.25.24 Draft
2. CC Minutes 5.9.24 Draft Mtg 1
3. CC Minutes 5.9.24 Draft Mtg 2
4. CC Minutes 5.15.24 Draft Canvass

Ricky Jones, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor

MINUTES

**State of Texas
County of Denton
City of Justin**

Justin City Council Regular Session Meeting - April 25, 2024

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: ***"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"***

The Justin City Council Meeting convened into a Regular Session being open to the public on March 28, 2024 at 6:00 PM in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit:

Present

Mayor Clark, Councilmember Mounce, Councilmember Mendoza, Councilmember James, Councilmember Hartle, Councilmember Linenkugel

City Staff: Assistant City Manager, Abbey Reece, Public Works Director, Josh Little, Director of Development Services, Matt Cyr and City Attorney, Matthew Boyle.

Convene into Session: Mayor Clark called the meeting to order at 6:00PM
Invocation led by: Joe Slater

EXECUTIVE SESSION

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

Recessed into closed executive session at 6:05 p.m. and reconvened into open session at 6:37 p.m.

JOINT WORKSHOP - The City Council will move into a joint workshop with the Justin Community Fire Board to discuss the Fire Station Construction Project.

The City Council conducted a Workshop with the Justin Community Fire Board and reconvened into regular session at 6:58 p.m.

UPCOMING MEETINGS AND EVENTS

There were no public comments. (Public Comments were provided during item review and public hearings.)

STAFF REPORTS

1. Quarterly Investment Report

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

The following citizens spoke in opposition:

CONSENT AGENDA

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

Council Member Medoza pulled Consent Item No. 2, and No. 3. Mayor Pro Tem Mounce pulled Consent Item No. 6. Council Member Linenkugel pulled Consent Item No. 5.

Mayor Pro Tem Mounce motioned to approve Consent Item No. 4, as presented. Motion seconded by Council Member Linenkugel. Motion approved unanimously.

2. Consider and take appropriate action to approve City Council minutes dated March 28, 2024, and April 11, 2024.

Council Member Mendoza requested Agenda Item No.2, that the April 11, 2024, minutes be corrected for two items. To correct that Consent Items 5 and 6 be pulled, and a correction for Item No.13, reflecting Council Member Mendoza voted against tabling this item.

Council Member Linenkugel motioned to approve Item No.2 with the correction to the minutes that Item No.2, reflecting Consent Items 5 and 6 were pulled, and to correct Item No. 13 to reflect that Council Member Mendoza voted against tabling. Motion seconded by Mayor Pro Tem Mounce. Motion approved unanimously.

3. Consider and take appropriate action upon Ordinance 770-24 on second reading approving the Water Conservation Plan.

Council Member Mendoza motioned to approve Ordinance 770-24, as presented. Motion seconded by Council Member James. Motion approved unanimously.

4. Consider and take appropriate action upon Ordinance 777-24 on second reading to approve a mid-year budget amendment.

5. Consider and take appropriate action upon Resolution 674-24 amending the City of Justin Fee Schedule.

Motion made by Mayor Pro Tem Mounce to approve Resolution 674-24, with the stipulation to include the October 12, 2023, adopted Utility Rates for Bulk Consumption. Motion seconded by Council Member Linenkugel. Motion approved unanimously.

6. Consider and take appropriate action regarding the resignation of Ricky Jones as Councilmember Place 1.

Mayor Clark recognized former Council Member Ricky Jones and provided him a plaque for his service on the City Council.

Council Member James motioned to accept the resignation of Ricky Jones. Motion seconded by Council Member Linenkugel. Motion approved unanimously.

PUBLIC HEARING

7. Conduct a Public Hearing to act upon Ordinance 778-24 on first reading for a zoning change from Single-Family Large Lot (SF-LL) to Planned Development Single-Family 2 (PD-SF-2) for Trafford Terrace legally described as A0993A MARY POLK, TR 20B, A0993A MARY POLK, TR 20C, A0993A MARY POLK, TR 20, A0993A MARY POLK, TR 20D. Generally located northeast from the intersection of Sam Reynolds Road and Boss Range Road.

Director of Development Services Matt Cyr briefed City Council Mayor Clark opened the public hearing at 7:13 p.m.

The following citizens spoke and/or submitted a form in opposition:

- Daniel Dennis - 215 Cedar Crest Drive, Justin, TX spoke in opposition.
- Meredith Guess - 1122 Heritage Drive, Justin, TX spoke in opposition.
- John Messier - 1117 Heritage Drive, Justin, TX spoke in opposition.
- Rod Stokes - 1106 Heritage Drive, Justin, TX spoke in opposition.
- Rian Pasnewski - 1118 Heritage Drive, Justin, TX spoke in opposition and expressed concerns about ordinance language, lot size and contract amendments.
- Scott Blackburn - 1326 Oliver Creek Lane spoke in opposition.
- Robert Vineyard - 1109 Denton Creek drive spoke in opposition.
- David Newell - 10402 Pheasant Run, Justin, TX spoke in opposition.
- Christopher Kozen - 1218 Denton Creek Drive, Justin, TX submitted a form in opposition.
- Mark Bulger - 8505 Freeport Pkwy, Irving, TX spoke noting truck loading occurs until 10 p.m. at night and submitted a form in opposition.
- Misty Newell - 10402 Pheasant Run, Justin, TX submitted a form in opposition. *(Mayor Clark read aloud Ms. Newell's letter of opposition.)*
- Adam Lunt - Justin, TX, submitted a form in opposition.

Taylor Holmes, Design Engineer representing DR Horton briefed City Council regarding this project.

- Traci Kirkpatrick - 517 12th Street, Justin, TX spoke in opposition.

Mayor Clark closed the public hearing at 8:13 p.m.

Mayor Pro Tem Mounce motioned to deny Ordinance 778-24. Motion seconded by Council Member Linenkugel. Motion approved unanimously.

WORKSHOP

8. Presentation and discussion regarding potential enhancements to TxDOT traffic signals and safety lighting.

City Manager Jarrod Greenwood briefed Council regarding this item. The consensus from Council was not to move forward with powder coated light poles and to provide a detailed plan with cost and a phased approach for future growth.

No action was taken.

POSSIBLE ACTION ITEMS

9. Consider and take appropriate action regarding Resolution 666-24 approving the transfer of 1st street from TxDot to the City of Justin as depicted in "Exhibit A".

Mayor Pro Tem Mounce motioned to approve Resolution 666-24, as presented. Motion seconded by Council Member Hartle. Motion approved unanimously.

10. Consider and take appropriate action regarding Resolution 671-24, authorizing the City Manager to execute a Memorandum of Understanding with the Justin Community Volunteer Fire Department regarding the transition of the Volunteer Fire Department into the City of Justin.

Council Member Linenkugel made a motion to approve Resolution 671-24, as presented. Motion seconded by Council Member James. Motion approved unanimously.

11. Consider and take appropriate action on Resolution 672-24 regarding the appointment of members to the Home Rule Charter Review Committee.

Council Member Medoza motioned to approve Resolution 672-24, as presented. Motion seconded by Council Member Linenkugel. Motion approved unanimously.

12. Consider and take appropriate action on Joint Resolution 673-24 with the City of New Fairview expressing a desire to pursue regional water and wastewater services.

Motion made by Council Member Mendoza to approve Resolution 673-24, as presented. Motion seconded by Council Member James. Motion approved unanimously.

13. Discuss, consider, and act on a review and possible action regarding the conduct of a Council Member (Dylan James) pursuant to Section 3.16 of the home-rule charter.

After discussion, Mayor Pro Tem Mounce made a motion to censure Council Member Dylan James. Motion seconded by Council Member Linenkugel.

Motion failed by the following vote:

In Favor: Mounce, Linenkugel, Clark

Opposition: Hartle, James, Mendoza

Motion failed by 3-3 vote.

FUTURE AGENDA ITEMS

No items discussed.

ADJOURN

Mayor Clark adjourned the meeting at 10:29 p.m.

Signed by: _____
Mayor James Clark

Attested by: _____
Abbey Reece, Assistant City Manager

Vacant, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor

MINUTES

**State of Texas
County of Denton
City of Justin**

Justin City Council Regular Session Meeting - May 9, 2024

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: ***"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"***

CALL TO ORDER

The Justin City Council Meeting convened into a Regular Session being open to the public on May 9, 2024 at 5:30 PM in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit:

Present

Mayor Clark, Councilmember Mounce, Councilmember Mendoza, Councilmember James, Councilmember Hartle, Councilmember Linenkugel

City Staff: City Manager Jarrod Greenwood, Assistant City Manager, Abbey Reece, City Secretary, Amy Piukana, Public Works Director, Josh Little, Director of Development Services, Matt Cyr and City Attorney, Matthew Boyle.

Convene into Session: Mayor Clark called the meeting to order at 5: 30PM
Invocation led by: Mayor Clark

PUBLIC HEARING

1. Consider and act on Ordinance 779-24 for first reading to annex approximately 9.91 acres legally described as Fieldhouse Addition Block A, Lot 1, Fieldhouse Addition Block A, Lot 2 Generally

Located North from the intersection of Industrial Road and FM 156.

Mayor Clark opened the public hearing at 5:37 p.m. There were no members from the audience that wished to speak. Mayor Clark closed the public hearing at 5:37 p.m.

Mayor Pro Tem Mounce made a motion to approve Ordinance 779-24. Motion seconded by Council Member Mendoza. Motion approved unanimously.

ADJOURN

Mayor James adjourned the meeting at 5:38 p.m.

Signed by: _____
James Clark, Mayor

Attest: _____
Amy Piukana, City Secretary

Vacant, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor

MINUTES

**State of Texas
County of Denton
City of Justin**

Justin City Council Regular Session Meeting - May 9, 2024

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: ***"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"***

CALL TO ORDER

The Justin City Council Meeting convened into a Regular Session being open to the public on May 9, 2024 at 5:30 PM in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit:

Present

Mayor Clark, Councilmember Mounce, Councilmember Mendoza, Councilmember James, Councilmember Hartle, Councilmember Linenkugel

City Staff: City Manager Jarrod Greenwood, Assistant City Manager, Abbey Reece, City Secretary, Brittany Andrews, Public Works Director, Josh Little, Director of Development Services, Matt Cyr and City Attorney, Matthew Boyle.

Convene into Session: Mayor Clark called the meeting to order at 5:47 PM
Invocation led by: Joel Maldonado with Justin Church of Christ

EXECUTIVE SESSION

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

Mayor Clark announced the City Council would recess into closed executive session. City Attorney

Matthew Boyle read closed session topic items. The City Council recessed at 5:49 p.m. and reconvened into open session at 7:01 p.m.

- Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Danheim Complaint Against the City of Justin; PUCT Docket No. 53836
 - Petition of Town of Northlake and City of Justin; PUCT Docket No. 54243
 - Range Creek Developers Agreement
 - Oliver Creek Developers Agreement
 - Fieldhouse Developers Agreement
 - Justin Town Square 380 Agreement
 - The Preserve Developers Agreement
 - Trafford Terrace Developers Agreement
 - Oncor Transmission Line
- Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - City Manager

The City Council recessed into a second closed executive session to discuss the City Manager at 7:49 p.m. and no action was taken as a result of closed session.

UPCOMING MEETINGS AND EVENTS

Mayor Clark reconvened into regular open session at 7:08 p.m. City Attorney Matthew Boyle announced there was no action taken as a result of closed session.

Mayor Clark reviewing upcoming meetings and events.

May 14-16 Canvas the Election
May 14 - Parks and Recreation Advisory Board
May 16 - EDC/CDC Meeting
May 20 - Planning and Zoning Meeting
May 23 - City Council Meeting
May 31 - Summer Reading Program Kickoff Event

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

There were no members from the audience that wished to speak.

PROCLAMATION

- Proclamation recognizing Public Works Week.

Mayor Clark presented a proclamation to the Public Works Department in appreciation of Public Works Week.

- Proclamation recognizing National Peace Officers Memorial Day and Week.

Mayor Clark presented a proclamation recognizing the Police Department for National Peace Officers Memorial Day and Week.

CONSENT AGENDA

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

Mayor Clark asked the Council if anyone wished to remove an item on the consent agenda for regular discussion. Council Member Mendoza requested Agenda Item No. 3, be pulled for discussion.

3. Consider and take appropriate action to approve Resolution 675-24 for the purchase of a Fire Truck for the Fire Department.

Finance Director Josh Armstrong briefed the City Council regarding funding for this item.

After discussion, a motion was made by Council Member Linenkugel to approve Resolution 675-24, as presented. Motion seconded by Council Member Hartle. Motion approved unanimously.

POSSIBLE ACTION ITEMS

4. Consider and act on Resolution 676-24 authorizing the City Manager to negotiate with Crossland Construction as the Construction Manager at Risk for pre-construction services to determine a Guaranteed Maximum Price for the reconstruction of the City of Justin Fire Station and authorizing the City Manager to execute any necessary documents.

City Manager Jarrod Greenwood briefed City Council regarding this item.

After discussion, a motion was made by Council Member Mendoza to approve Resolution 676-24, as presented. Motion seconded by Council Member Linenkugel. Motion approved unanimously.

5. Consider and act upon resolution 677-24 for a Preliminary Plat for Trafford Terrace consisting of 329 lots. Generally located northeast of Sam Reynolds Road and Boss Range Road.

Director of Development Services Matt Cyr briefed City Council regarding this item.

After discussion, Mayor Pro Tem Mounce made a motion to deny Resolution 677-42, as presented. Mayor Clark motioned to amend clarifying this is for Resolution 677-24, for denial. Motion seconded by Council Member Linenkugel. Motion approved unanimously. Item failed unanimously.

6. Consider and act on Ordinance 779-24 on second reading to annex approximately 9.91 acres legally described as Fieldhouse Addition Block A, Lot 1, Fieldhouse Addition Block A, Lot 2 Generally Located North from the intersection of Industrial Road and FM 156.

Development Director Matt Cyr briefed City Council regarding this item.

Mayor Pro Tem Mounce made a motion to adopt Ordinance 779-24, as presented. Motion seconded by Council Member Hartle. Motion approved unanimously.

FUTURE AGENDA ITEMS

There were no future agenda items requests.

ADJOURN

There being no further business, Mayor Clark adjourned the meeting at 9:02 p.m.

Signed by: _____
James Clark, Mayor

Attested by: _____
Amy Piukana, City Secretary

Vacant, Place 1
Tomas Mendoza, Place 2
John Mounce, Mayor Pro Tem, Place 3



Alyssa Linenkugel, Place 4
Dylan James, Place 5
Chrissa Hartle, Place 6

James Clark, Mayor

MINUTES

State of Texas
County of Denton
City of Justin

Justin City Council Regular Session Meeting - May 15, 2024

CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: ***"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"***

Present: Mayor Clark and Mayor Pro Tem Mounce

Absent: Council Member Mendoza, Council Member James, Council Member Hartle, Council Member Linenkugel

City Staff: City Manager Jarrod Greenwood, City Secretary Amy Piukana

Mayor Clark called the meeting to order at 12:01 p.m.

ACTION ITEM

1. Consider and act on the approval of an Ordinance canvassing and declaring the results for the General Election held on May 4, 2024.

A motion was made by Mayor Pro Tem Mounce to adopt Ordinance 780-24, canvassing the May 4, 2024, City of Justin Election and declaring the following individuals duly elected: James Castle, Place 4; Daniel Dennis, Place 5; and Shelby Scott St. Claire, Place 6. Motion seconded by Mayor Clark. Motion approved unanimously.

ADJOURN

There being no further business, Mayor Clark declared the meeting adjourned at 12:03 p.m.

Signed by: _____
James Clark, Mayor

Attested by: _____
Amy M. Piukana, City Secretary



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider and take appropriate action regarding Resolution 681-24 affirming a Performance Agreement between the EDC, CDC, and Justin Town Center, LTD.

Department: Administration

Contact: Abbey Reece

Recommendation:

Approve the agreement as presented.

Background:

The EDC and CDC board will meet to review this performance agreement on May 16th. If approved this will need final approval from council. If changes are proposed at their meeting, we will provide an update at council. A budget amendment will also need approval as well which is on the next agenda item.

In an effort to get gas to this development and increase the amount of restaurant space, this performance agreement was drafted by the attorney, staff, and the developer.

City Attorney Review: Yes

Attachments:

1. Justin Type A&B Agreement - OES - infrastructure grant - JTS Clean 2024.05.13
2. Resolution 681-24 Approving Performance Agreement between EDC-CDC and Justin Town Center

AGREEMENT BETWEEN

**City of Justin Type A Economic Development Corporation,
City of Justin Type B Community Development Corporation,
and
Justin Town Center, Ltd.
for**

TRANSFER AND USE OF JUSTIN ECONOMIC DEVELOPMENT GRANT FUNDS

THIS ECONOMIC DEVELOPMENT AND INCENTIVE AGREEMENT (the “Agreement”), is made and entered into as of the ____ day of _____, 2024, by and between the **CITY OF JUSTIN ECONOMIC DEVELOPMENT CORPORATION** (the “EDC”), a Type A non-profit corporation organized under the Texas Development Corporation Act of 1979, the **CITY OF JUSTIN COMMUNITY DEVELOPMENT CORPORATION** (the “CDC”), a Type B non-profit corporation organized under the Texas Development Corporation Act of 1979, and **JUSTIN TOWN CENTER, LTD.** (“Applicant”).

WHEREAS, Applicant and the City of Justin are collaborating the development of Justin Town Square (“JTS”), as that development project is known between the Parties.

WHEREAS, Applicant intends to construct a natural gas line through JTS (generally referred to herein as the “Project”) and has requested from the EDC and CDC a grant to be applied to partial cost of the Project.

WHEREAS, the Project, once completed, will offer multiple benefits to the City of Justin, including promoting more restaurant options in the City, creating the opportunity to provide natural gas to downstream commercial projects along Highway 156, accelerating the development of JTS and other downstream commercial projects, increasing the commercial tax base, and providing natural gas access to City owned property in JTS.

WHEREAS, Applicant has requested that the EDC and CDC authorize certain grants and consideration as provided herein (collectively referred to as the “Incentives”) with respect to the Project; and

WHEREAS, the primary income of the EDC and CDC is from sales tax collected within the City of Justin, that is dedicated to economic development and exists for the primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin; and

WHEREAS, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State of Texas, Denton County, and the City of Justin, the EDC and EDC desire to offer the Incentives to Applicant as more particularly described in this Agreement; and

WHEREAS, the Agreement and Incentives are authorized by, and in accordance with Texas Development Corporation Act of 1979; and

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the EDC, CDC, and Applicant (collectively, the “Parties”) agree as follows:

Section I. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section I.

Section II. Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“CDC” shall mean the City of Justin Economic Development Corporation, a non-profit corporation organized under the Texas Development Corporation Act of 1979, now codified at Chapters 501 - 505 of the Texas Local Government Code, as amended (hereinafter the “Act”), and supported by sales tax collected within the City of Justin and dedicated to economic development, authorized as a local option under Section 4B of the Act, with a primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin.

“CDC Payments” shall mean any payments from the CDC to Applicant pursuant to this Agreement as all or a portion of the Economic Development Grant, the total of which shall not exceed the maximum dollar amount of the CDC Economic Development Grant as stated herein.

“CDC Economic Development Grant” shall mean the agreed total payment to be made by the CDC to Applicant pursuant to this Agreement, the amount of which shall not exceed \$150,000, the purpose of which is for the construction of a natural gas line in JTS intended to promote or develop new or expanded business enterprises.

“CO” shall mean a certificate of occupancy issued by the City of Justin building department certifying a space’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“EDC” shall mean the City of Justin Economic Development Corporation, a non-profit corporation organized under the Act, and supported by sales tax collected within the City of Justin and dedicated to economic development, authorized as a local option under Section 4A of the Act, with a primary purpose of promoting economic development within the City of Justin and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Justin.

“EDC Payments” shall mean any payments from the EDC to Applicant pursuant to this Agreement as all or a portion of the Economic Development Grant, the total of which shall not exceed the maximum dollar amount of the EDC Economic Development Grant as stated herein.

“EDC Economic Development Grant” shall mean the agreed total payment to be made by the EDC to Applicant pursuant to this Agreement, the amount of which shall not exceed \$150,000 the purpose of which is for the construction of a natural gas line in JTS to promote or develop new or expanded business enterprises.

“Effective Date” shall mean _____, 2024.

“Force Majeure” shall mean any delays due to fire, explosion, vandalism, storm or similar occurrences, supplier failures, shortages or breach or delay, unusual weather events, unusual delays in obtaining City approvals, strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals or orders, epidemics, pandemics, medical threats to the public, quarantines laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges by the City of Justin.

“Public Infrastructure Improvements” shall mean the construction in accordance with City of Justin ordinances and dedication of certain public utility improvements for the Project, more specifically described in Exhibit "A".

“RSF” shall mean the usable square footage of a space, plus the walls and the percentage of the floor space of all shared areas in the building that is leased.

Section III. The Project.

Installation of natural gas lines to serve the lots within the Project as roughly depicted on attached Exhibit “A”.

Section IV. Economic Incentives and Performance Requirements

In consideration of and subject to the Applicant meeting all the conditions contained herein, the EDC and CDC agree to provide the following incentives.

- A. Subject to the conditions provided for herein, the EDC agrees to provide Applicant a maximum total incentive amount of up to \$150,000 and the CDC agrees to provide Applicant a maximum total incentive amount of up to \$150,000. Applicant’s grant of incentives will be paid as follows:
 - i. EDC Payments. Within sixty (60) days following the execution of this Agreement, EDC will transfer \$75,000 of the EDC Economic Development Grant to Applicant. EDC will transfer the remaining \$75,000 balance to Applicant within sixty (60) days after October 1, 2024.
 - ii. CDC Payments. Within sixty (60) days following the execution of this Agreement, CDC will transfer \$75,000 of the CDC Economic Development Grant to Applicant. CDC will transfer the remaining \$75,000 balance to Applicant within sixty (60) days after October 1, 2024.

- B. Should Applicant fail to meet the Performance Standards set forth in Section V, then Applicant shall repay all, or portions, of the CDC and EDC Payments pursuant to Section V.

Section V. Conditions to the Grants

A. Performance Standards

- i. On or before July 1, 2033, or by any permitted extension thereof, a minimum of 39,000 RSF of restaurant space (the “Target Restaurant SF”), as documented by certificates of occupancy issued by the City of Justin, is opened.
- ii. The credit for RSF toward the Target Restaurant SF is limited for certain uses as follows:
 - a. No more than 7,500 square feet for cafes, coffee shops, and bakeries; and
 - b. No more than 5,000 square feet for fast food/quick-service restaurants.
 - c. RSF in excess of the limits described in V.A.ii.a & V.A.ii.b above shall not be credited toward the Applicant’s efforts to reach the Target Restaurant SF.
- iii. All initial restaurant tenants secured via lease must agree to lease terms of at least five years. This provision does not apply to restaurants whose owners own their space.

B. Recovery of Incentives

- i. If the Applicant fails to meet the Performance Standards set forth in subsection A by July 1, 2033, or by any permitted extension thereof (the “Deadline”), the EDC and CDC are entitled to recover up to \$240,000 from Applicant, prorated as follows:
 - a. For each RSF under 39,000 that is actually achieved by the Applicant on the Deadline, the Applicant shall repay to EDC and CDC \$6.15 per RSF, divided evenly, within 90 days of the Deadline.
 - b. Applicant may offset any repayment due under subsection (a) up to a maximum of \$75,000 at the rate of \$1.60 per RSF of space that has a CO that is not restaurant use.
 - c. Notwithstanding subsections (a) and (b), if Applicant fails to achieve at least 20,000 square feet of the Applicant’s obligations set forth in

the Performance Standards by the Deadline, the Applicant shall repay to the EDC and CDC \$240,000, divided evenly, within 90 days of the Deadline.

- C. This Agreement shall terminate upon any one of the following:
- i. by written agreement of the parties;
 - ii. by EDC or CDC, if any Impositions owed to the City of Justin by Applicant shall become delinquent (provided, however the Applicant retains the right to properly protest any such Impositions); or
 - iii. by EDC or CDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.
- B. All incentives provided for herein are wholly subject to Applicant's compliance with the terms and conditions of this Agreement.

Section VI. Term/Extension

- A. Term. This Agreement shall become effective upon the Effective Date and shall end upon satisfaction of all contractual terms of this Agreement as set forth in Subsection B.
- B. Satisfaction of terms. The Agreement is considered fulfilled upon:
- i. Applicant's successful completion of the Performance Standards of Section V.A.; or
 - ii. Applicant's reimbursement of incentive payments as set forth in Section V.B.
- C. Extension. Applicant may seek a two-year extension on the deadline to fulfill the Performance Standards set forth in Section V. Such extension request will be approved by the City Council through a resolution, following a recommendation from both the EDC and CDC if the Applicant has met the following minimum requirements:
- i. the natural gas line has been constructed substantially as shown in the attached Exhibit "A"; and
 - iii. a minimum of 20,000 square feet of the Target Restaurant SF has been achieved.

Section VII. Miscellaneous

- A. Construction of the Project shall comply with all applicable local, state, and federal codes, regulations, and ordinances.

- B. All uses of the developed spaces must comply with the Planned Development regulations and procedures.
- C. This Agreement does not supersede any City of Justin zoning regulations, ordinances, or other requirements.
- B. This Agreement may not be assigned, transferred, conveyed, or exchanged by either party without the written consent of the other party. In the event of an approved assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- C. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears.
- D. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- E. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- F. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
- G. The Applicant agrees to and does hereby indemnify, defend and hold the City of Justin, CDC, and EDC, its employees, representatives and agents, (collectively, the "Indemnified Parties") harmless of and from all losses, costs, claims, damages, injury, expense or liability (including, without limitation, reasonable attorneys' fees and court costs and expenses) arising by reason of injury to or death of persons, damage to property, or claims for work performed on the Project, provided that Applicant shall not be required to indemnify, defend or hold the Indemnified Parties harmless from the Indemnified Parties' gross negligence or intentional misconduct. This indemnity provision shall survive expiration, termination, or cancellation of this Agreement.
- H. To the extent permitted by State law, no employee or official of the City of Justin, CDC, or EDC shall be personally responsible for any liability arising under or growing out of this Agreement.
- I. Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Denton County, Texas, or the United States District Court for the Northern District of Texas.

J. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be:

- i. Delivered personally, with a receipt requested therefore, or
- ii. Sent by telecopy facsimile; or
- iii. Sent by a nationally recognized overnight courier service; or
- iv. Delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective:
 - (a) upon receipt or refusal if delivered personally or by telecopy facsimile;
 - (b) one business day after depositing with such an overnight courier service; or
 - (c) two business days after deposit in the United States Postal Service, if mailed.

A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail, return receipt requested.

If to the EDC:

EDC
XXX

with a copy to:

Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763
Attn: Matthew Boyle
Fax: (972) 650-7105

If to the CDC:

CDC
XXX

with a copy to:

Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763
Attn: Matthew Boyle
Fax: (972) 650-7105

If to Applicant:

Justin Town Center, Ltd.
365 Miron Drive, Suite A
Southlake, TX 76092

Attn: Jim Lancaster
(817) 416-3981

with a copy to:

Office Equity Solutions
365 Miron Drive, Suite A
Southlake, TX 76092
Attn: Peter J. Wangoe II
(817) 416-3981

- L. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

IN WITNESS WHEREOF, the EDC, the CDC, and Applicant have authorized and caused this Agreement to be executed and delivered on this the ____ day of _____, 2024.

**THE CITY OF JUSTIN ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Chairperson

ATTEST:

EDC Secretary

APPROVED AS TO FORM:

EDC Attorney

**THE CITY OF JUSTIN ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Chairperson

ATTEST:

EDC Secretary

APPROVED AS TO FORM:

EDC Attorney

JUSTIN TOWN CENTER, LTD.

By: _____

Title: _____

Exhibit "A"

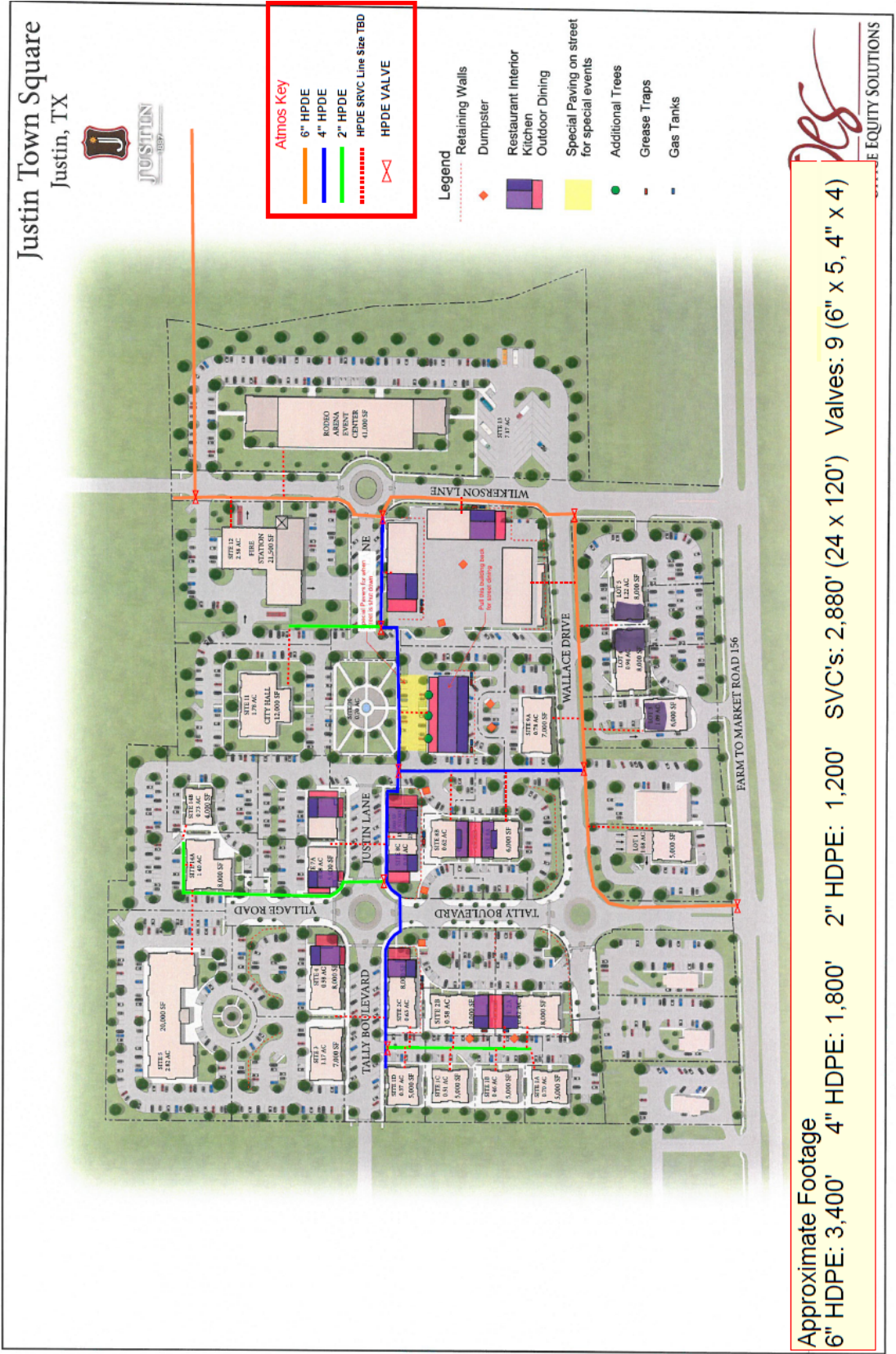
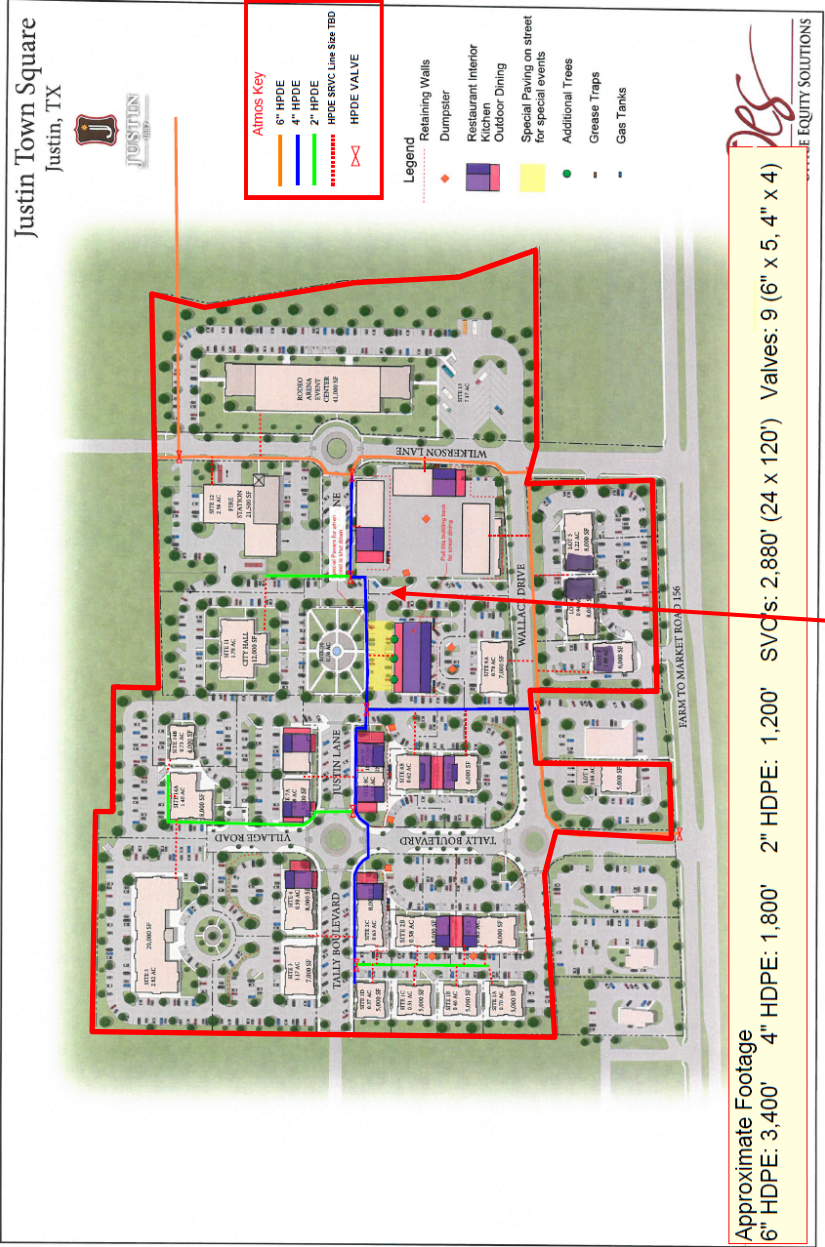


Exhibit "B"



**CITY OF JUSTIN
RESOLUTION 681-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS
AFFIRMING A PERFORMANCE AGREEMENT BETWEEN THE JUSTIN
EDC&CDC AND JUSTIN TOWN CENTER, LTD.**

WHEREAS, City of Justin and the Justin Town Center, LTD (Developer) have been collaborating on the off-site construction of a natural gas line in an effort to have gas within the Justin Town Square (JTS) development.

WHEREAS, the Developer intends to construct a natural gas line throughout JTS (generally referred to herein as the “Project”) and has requested from the EDC and CDC a grant to be applied to partial cost of the Project.

WHEREAS, the Project, once completed, will offer multiple benefits to the City of Justin, including promoting more restaurant options in the City, creating the opportunity to provide natural gas to downstream commercial projects along Highway 156, accelerating the development of JTS and other downstream commercial projects, increasing the commercial tax base, and providing natural gas access to City owned property in JTS.

WHEREAS, the City Council of the City of Justin, Texas finds that this Performance Agreement provides an economic benefit to the community; and

WHEREAS, the City Council of the City of Justin, Texas finds that it is in the best interest to the citizens of Justin, Texas.

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

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the City of Justin City Council hereby approves Resolution 681-24, affirming the Performance Agreement between the City of Justin EDC-CDC and Justin Town Center, LTD, attached hereto as ***Exhibit "A"***.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 23rd day of May 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider and take appropriate action adopting Ordinance 782-24 amending the FY 23-24 EDC/CDC Budgets.

Department: Administration

Contact: Abbey Reece

Recommendation:

Approve the amendments as presented.

Background:

The following budget amendments will be considered at the EDC/CDC meeting on May 16th. If approved they will need final approval before council. These amendments include:

EDC adding \$17,500 for a hotel feasibility study and the \$75,000 Justin Town Square performance agreement payment for this fiscal year.

CDC is adding the other \$75,000 Justin Town Square performance agreement payment for this fiscal year

City Attorney Review: No

Attachments:

1. Budget Worksheet - EDC
2. Budget Worksheet - CDC
3. Ordinance 782-24 FY23-24 BUDGET Amendment

Fund: 235 - SPLOST EDC

Fund: 235 - SPLOST EDC		FY2020-2021		FY2021-2022		2022-2023		2023-2024		2024-2025	
				Budget		Budget		Budget		Proposed	
ExpCategory: 620 - PURCHASED/CONTRACTED SERVICES											
235-7520-623330	ERRORS & OMISSIONS	\$	-	\$	170	\$	200	\$	200	\$	200
235-7520-626105	ACCOUNTING/AUDIT	\$	-	\$	4,000	\$	4,000	\$	4,000	\$	4,000
235-7520-626110	ADVERTISING/LEGAL NOTICE	\$	1,250	\$	23,869	\$	34,648	\$	10,000	\$	10,000
235-7520-626120	PROFESSIONAL FEES	\$	24,505	\$	-	\$	-	\$	-	\$	-
235-7520-626183	CONSULTING SERVICES	\$	-	\$	200	\$	100	\$	500	\$	2,000
235-7520-626335	WEBSITE	\$	3,000	\$	3,000	\$	-	\$	-	\$	-
235-7520-626350	ATTORNEY FEES	\$	-	\$	-	\$	-	\$	-	\$	-
235-7520-626360	REAL & PERSONAL PROPERTY	\$	(142)	\$	142	\$	200	\$	200	\$	200
235-7520-626365	CITY STAFFING SERVICES	\$	18,000	\$	18,000	\$	18,000	\$	18,000	\$	18,000
Subtotal		\$	46,613	\$	49,381	\$	57,148	\$	32,900	\$	34,400
ExpCategory: 630 - SUPPLIES - OPERATIONAL & MAINT.											
235-7520-636330	BANK FEES	\$	-	\$	-	\$	-	\$	-	\$	-
235-7520-636550	BOARD MEETING	\$	-	\$	-	\$	-	\$	-	\$	-
235-7520-636585	POSTAGE	\$	-	\$	-	\$	-	\$	-	\$	-
235-7520-636615	UNIFORMS	\$	-	\$	-	\$	-	\$	-	\$	-
235-7520-636700	TRAVEL & TRAINING	\$	120	\$	1,000	\$	500	\$	500	\$	500
235-7520-636710	DUES, MEMBERSHIP & PUBLICATION	\$	3,520	\$	3,250	\$	3,750	\$	3,750	\$	3,750
Subtotal		\$	3,640	\$	4,250	\$	4,250	\$	4,250	\$	4,250
ExpCategory: 680 - Capital Outlay & Debt Service											
235-7520-670010	INCENTIVE PROJECTS	\$	-	\$	-	\$	75,000	\$	100,000	\$	200,000
235-7520-670015	DOWNTOWN PARKING PROJECT	\$	-	\$	-	\$	-	\$	-	\$	-
235-7520-677000	DEBT SERVICE - PRINCIPAL	\$	70,000	\$	70,000	\$	75,000	\$	75,000	\$	75,000
235-7520-677005	DEBT SERVICE - INTEREST	\$	13,031	\$	11,498	\$	9,965	\$	9,965	\$	9,965
Subtotal		\$	83,031	\$	81,498	\$	159,965	\$	184,965	\$	284,965
Total		\$	133,284	\$	135,129	\$	221,363	\$	222,115	\$	323,615

Revenue \$ 468,122

To Fund Balance \$ 144,507

Fund: 236 - SPLOST CDC

		FY2020-2021	FY2021-2022	2022-2023	2023-2024	2024-2025
		Budget	Budget	Budget	Budget	Proposed
ExpCategory: 620 - PURCHASED/CONTRACTED SERVICES						
236-7530-626105	ACCOUNTING/AUDIT	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
236-7530-626110	ADVERTISING/LEGAL NOTICE	\$ 1,250	\$ 23,869	\$ 34,648	\$ 10,000	\$ 10,000
236-7530-626120	CONSULTING SERVICES	\$ 39,255	\$ -	\$ -	\$ 500	\$ 2,000
236-7530-626330	ERRORS & OMISSIONS	\$ -	\$ 170	\$ 200	\$ 200	\$ 200
236-7530-626335	WEBSITE	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -
236-7530-626360	CITY STAFFING SUPPORT	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
	Subtotal	\$ 61,505	\$ 49,039	\$ 56,848	\$ 32,700	\$ 34,200
ExpCategory: 630 - SUPPLIES - OPERATIONAL & MAINT.						
236-7530-636550	BOARD MEETING	\$ -	\$ -	\$ -	\$ -	\$ -
236-7530-636585	POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -
236-7530-636700	TRAVEL & TRAINING	\$ 175	\$ 1,000	\$ 500	\$ 500	\$ 500
236-7530-636710	DUES, MEMBERSHIP & PUBLICATION	\$ 3,520	\$ 3,250	\$ 3,750	\$ 3,750	\$ 3,750
	Subtotal	\$ 3,695	\$ 4,250	\$ 4,250	\$ 4,250	\$ 4,250
ExpCategory: 640 - CAPITAL OUTLAYS						
236-7530-647030	COMPUTER HARDWARE/SOFTWARE	\$ -	\$ -	\$ -	\$ -	\$ -
236-7530-647070	PROPERTY ENHANCEMENT GRANT	\$ 5,500	\$ 5,500	\$ -	\$ -	\$ -
	Subtotal	\$ 5,500	\$ 5,500	\$ -	\$ -	\$ -
ExpCategory: 680 - Capital Outlay & Debt Service						
236-7530-670010	INCENTIVE PROJECTS	\$ -	\$ -	\$ 75,000	\$ 100,000	\$ 200,000
236-7530-670015	STREET CONSTRUCTION PROJECT	\$ -	\$ -	\$ 50,000	\$ -	\$ -
236-7530-677000	DEBT SERVICE - PRINCIPAL	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
236-7530-677005	DEBT SERVICE - INTEREST	\$ 21,353	\$ 19,382	\$ 17,411	\$ 17,411	\$ 17,411
	Subtotal	\$ 111,353	\$ 109,382	\$ 232,411	\$ 207,411	\$ 307,411
	Total	\$ 182,053	\$ 168,171	\$ 293,509	\$ 244,361	\$ 345,861

Revenue \$ 468,122

To Fund Balance \$ 122,261

CITY OF JUSTIN, TEXAS

ORDINANCE NUMBER 782-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS AMENDING THE ADOPTED EDC-CDC BUDGETS, AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FY 2023-2024 EDC-CDC BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council approved Ordinance number 760-23 Fiscal Year 2023-2024 Budget beginning October 1, 2023 and ending September 30, 2024; and,

WHEREAS, the EDC is adding \$17,500 for a hotel feasibility study and \$75,000 Justin Town Square Performance Agreement (as outlined in Resolution 681-24) payment for this fiscal year.

WHEREAS, the CDC is adding the other \$75,000 Justin Town Square Performance Agreement (as outlined in Resolution 681-24), payment for this fiscal year

WHEREAS, the City Council of the City of Justin, Texas finds that the Performance Agreement associated with this Budget Amendment provides an economic benefit to the community; and

WHEREAS, the City Council has the authority to approve amendments to the Adopted Budget; and,

WHEREAS, the City Council has determined that the proposed amendments to the Fiscal Year 2023-2024 Budget are in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1. That Ordinance No. 760-23, the Fiscal Year 2023-2024 Budget Ordinance, is hereby amended to incorporate the changes set out herein are hereby authorized and approved.

SECTION 2. All portions of the existing FY 2023-2024 Budget, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of this ordinance.

SECTION 3. In the event any clause, phrase, provision, sentence, or part of this ordinance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Justin, Texas, declares that it would have passed each and every part

of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 4. That this Ordinance shall become effective from and after its adoption and is so ordained.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 23rd DAY OF MAY 2024.

PASSED ON SECOND READING BY THE CITY COUNCIL ON THE ____th DAY OF JUNE 2024

**James Clark,
Mayor**

ATTESTED:

**Amy Piukana,
City Secretary**

APPROVED AS TO FORM:

**Matthew Boyle,
City Attorney**



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider and take appropriate action approving Resolution 679-24 awarding a contract to Clark Adamson Insurance for Justin employee consulting and brokerage services.

Department: Administration

Contact: Janet Holden, Human Resources Generalist

Recommendation:

Staff recommend you approve the resolution as presented.

Background:

The City of Justin has been with their current benefits broker for several years and went out to bid to get competitive pricing. It is normal practice to send out an RFP periodically to see what other services a different brokerage firm may provide for the City of Justin. The City received and reviewed two bids. Staff recommend Clark Adamson and have a resolution before you for approval.

City Attorney Review: No

Attachments:

1. Resolution 679-24

RESOLUTION NO. 679-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS APPROVING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CLARK/ADAMSON INSURANCE, A BENEFIT CONSULTING AND BROKERAGE SERVICES FIRM.

WHEREAS, the City of Justin desires to provide their employees with the best possible benefit; and

WHEREAS, the City of Justin solicited a Request for Proposal package for Benefit Consulting and Brokerage Services and received and reviewed two (2) proposals; and

WHEREAS, both parties agree to the terms and conditions set forth in the RFP and the agreement contained in the City's proposal package; and

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

Section 1. That the City Council of the City of Justin approves of the change in benefit consulting and brokerage services..

Section 2. That the City Council of the City of Justin Texas authorizes the City Manager to execute the necessary contract..

Section 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Justin on the 23rd day of May, 2024.

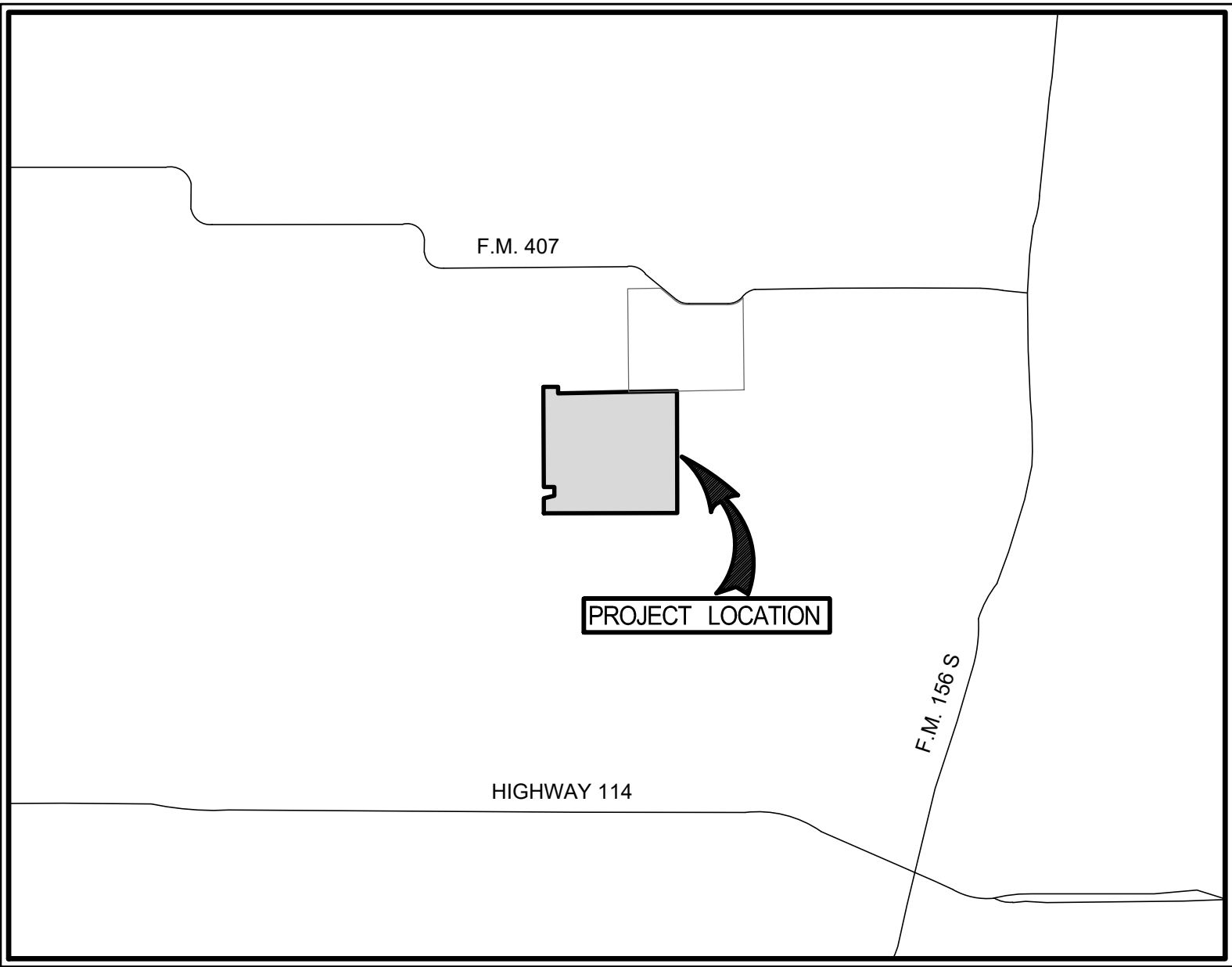
ATTEST :

James Clark, Mayor

Amy Piukana, City Secretary

TREELINE SOUTH PRELIMINARY PLAT

JUSTIN ETJ, DENTON COUNTY, TEXAS



LOCATION MAP

SCALE : N.T.S.



SHEET INDEX

SHEET NO.	SHEET TITLE
01	COVER SHEET
02	PRELIMINARY PLAT
03	PRELIMINARY PLAT
04	PRELIMINARY PLAT
05	PRELIMINARY PLAT
06	PRELIMINARY PLAT
07	PRELIMINARY PLAT
08	ROAD SECTIONS
09	LINE AND CURVE TABLES
10	PROPOSED DRAINAGE PLAN
11	PROPOSED DRAINAGE PLAN
12	PROPOSED DRAINAGE PLAN
13	PROPOSED DRAINAGE PLAN
14	PROPOSED DRAINAGE PLAN
15	PROPOSED DRAINAGE PLAN
16	PROPOSED UTILITY PLAN
17	PROPOSED UTILITY PLAN
18	PROPOSED UTILITY PLAN
19	PROPOSED UTILITY PLAN
20	PROPOSED UTILITY PLAN
21	PROPOSED UTILITY PLAN
22	LIGHTING AND SIGNAGE
23	LIGHTING AND SIGNAGE
24	LIGHTING AND SIGNAGE
26	LIGHTING AND SIGNAGE
25	LIGHTING AND SIGNAGE
27	LIGHTING AND SIGNAGE

*THE TREELINE SOUTH PRELIMINARY PLAT IS IN THE CITY OF JUSTIN'S EXTRATERRESTRIAL JURISDICTION (ETJ)

CITY OF JUSTIN
ACTING DIRECTOR OF DEVELOPMENT SERVICES
415 N. COLLEGE AVE., P.O. BOX #129
JUSTIN, TX 76247
PHONE: (940) 648-2541
CONTACT: MATTHEW CYR

OWNER/DEVELOPER
HILLWOOD COMMUNITIES
KYLE JOYCE
3000 TURTLE CREEK BLVD
DALLAS, TX 75219
PHONE (972) 201-2849
EMAIL: KYLE.JOYCE@HILLWOOD.COM



PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND ARE
NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSE. THEY ARE
PREPARED BY, OR UNDER THE
SUPERVISION OF:

TANNER R. SHEETS

133390

05/01/2024

TYPE OR PRINT NAME

PE #

DATE

Westwood

Phone (469) 213-1800 1110 Frisco Parkway, Suite 400
Toll Free (888) 937-5150 Frisco, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
TSPS FIRM REGISTRATION NO. F-11752
TSPS FIRM REGISTRATION NO. 10074301

"PRELIMINARY PLAT"

"APPROVED BY THE PLANNING AND ZONING COMMISSION" DATE _____

CHAIR, PLANNING AND ZONING COMMISSION _____

ATTEST, CITY SECRETARY _____

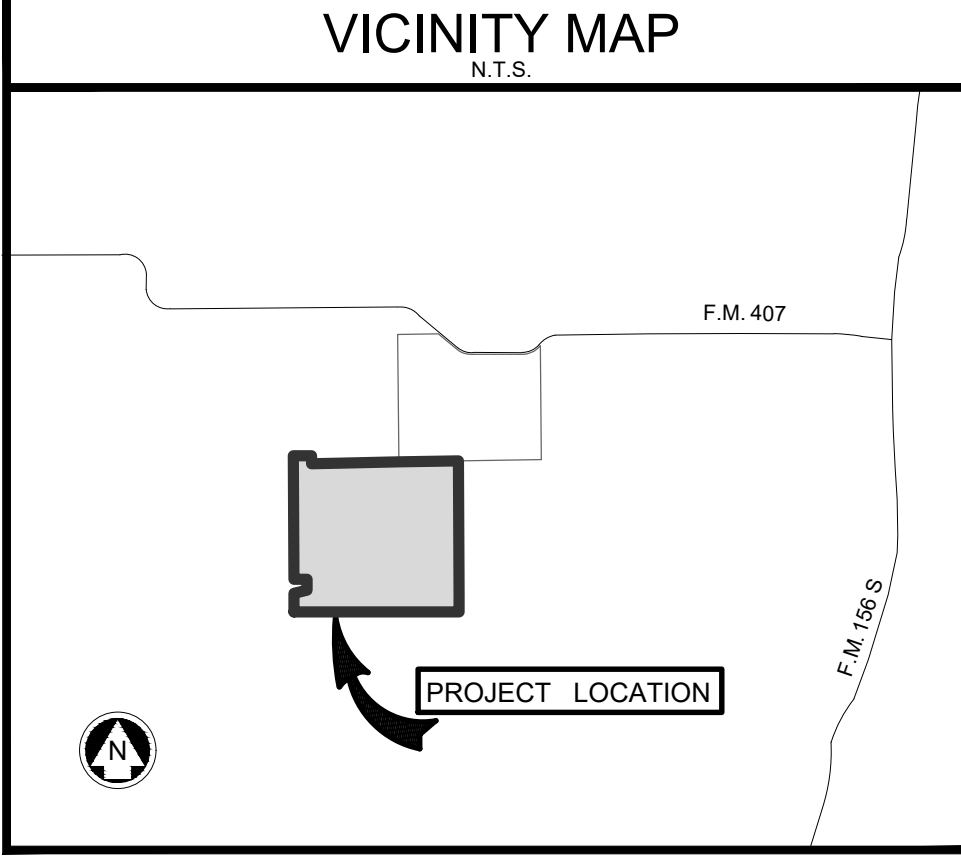
"APPROVED BY THE CITY COUNCIL" _____ DATE _____

MAYOR, CITY OF JUSTIN _____

ATTEST, CITY SECRETARY _____

MAY 2024

NOTE: CONSISTENT WITH THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JUSTIN AND HWC JUSTIN 407, LLC (THE "OWNER"), TO PROVIDE NEIGHBORHOOD CONNECTIVITY, THE OWNER AGREES TO CONSTRUCT A NEIGHBORHOOD ROADWAY CONNECTION (E.G., A TWO-LANE ROAD WITH A 50-FOOT RIGHT-OF-WAY REFERRED TO IN CITY REGULATIONS AS A P-04 CONCRETE RESIDENTIAL STREET) TO THE "RANGE PROPERTY" (IDENTIFIED BY TAX PARCEL ID NO. 68903) AT A LOCATION SOLELY DETERMINED BY THE OWNER. AS PROVIDED BY THE DEVELOPMENT AGREEMENT, THIS CONNECTION MAY BE IDENTIFIED AND CONSTRUCTED WHEN THE PORTION OF THE PROPERTY (AS DEFINED IN THE AGREEMENT) ADJACENT TO THE RANGE PROPERTY IS FINAL PLATTED OR AT ANOTHER TIME SOLELY DETERMINED BY THE OWNER.



0 100' 200'
SCALE: 1" = 100'

LEGEND

- PHASE LINE
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- PROPOSED UTILITY EASEMENT
- 100' YR FLOODPLAIN
- WATERS OF THE US

- NOTES:
- ALL CORNER CLIPS TO BE 15'X15', EXCEPT ALONG THE PRIMARY AND SECONDARY COLLECTORS WHERE THEY WILL BE 25'X25', AND ALLEYS DO NOT HAVE CORNER CLIPS.
 - ALL ALLEYS TO HAVE A ROW WIDTH OF 20' AND A PAVEMENT WIDTH OF 15'.
 - ALL CURB RETURN RADI TO BE 20', EXCEPT ALLEYS TO BE 10'.
 - ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
 - ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - ALL ALLEYS SHALL BE MAINTAINED BY MUD & NOT CITY OF JUSTIN

LOT SUMMARY	
40' LOTS	97
REAR ENTRY	
45' LOTS	98
50' LOTS	978
TOTAL	1173



KEY MAP
N.T.S.

A PRELIMINARY PLAT FOR
TREELINE PHASE 2

SITUATED IN THE W.D. REDD SURVEY, ABSTRACT NUMBER 1125, THE W.C. BROOKFIELD SURVEY, ABSTRACT NUMBER 34, THE W.A. FERRIS SURVEY, ABSTRACT NUMBER 419, AND THE C.B. GEEGER SURVEY, ABSTRACT NUMBER 121, DENTON, COUNTY, TEXAS.
451.047 ACRE TRACT CONTAINING 1X, 2X, LOTS 1-12, BLK A, 3X, LOTS 1-12, BLK B, LOTS 1-12, BLK C, 4X, LOTS 1-20, BLK D, LOTS 1-30, BLK E, LOTS 1-18, BLK F, LOTS 1-22, BLK G, LOTS 1-29, BLK H, 7X, LOTS 1-30, BLK I, LOTS 1-15, BLK J, LOTS 1-22, BLK K, LOTS 1-30, BLK L, LOTS 1-14, BLK M, LOTS 1-18, BLK N, LOTS 1-18, BLK O, LOTS 1-22, BLK P, LOTS 1-22, BLK Q, LOTS 1-22, BLK R, 10X, LOTS 1-17, BLK S, 11X, LOTS 1-18, BLK T, 12X, LOTS 1-17, BLK U, 13X, LOTS 1-15, BLK V, LOTS 1-15, BLK W, LOTS 1-18, BLK X, LOTS 1-21, BLK Y, 10X, LOTS 1-24, BLK Z, 16X, LOTS 1-11, BLK AA, LOTS 1-10, BLK BB, LOTS 1-26, BLK CC, LOTS 1-26, BLK DD, LOTS 1-21, BLK EE, 18X, LOTS 1-10, BLK FF, 19X, LOTS 1-43, BLK GG, 20X, LOTS 1-24, BLK HH, LOTS 1-18, BLK II, LOTS 1-13, BLK JJ, LOTS 1-13, BLK KK, LOTS 1-26, BLK LL, 22X, LOTS 1-26, BLK MM, 23X, LOTS 1-44, BLK NN, LOTS 1-18, BLK OO, LOTS 1-10, BLK PP, 24X, LOTS 1-4, BLK QQ, LOTS 1-17, BLK RR, LOTS 1-16, BLK SS, LOTS 2-16, BLK TT, 25X, LOTS 2-16, BLK UU, LOTS 1-21, BLK VV, LOTS 1-17, BLK WW, LOTS 1-17, BLK XX, LOTS 1-20, BLK YY, LOTS 1-20, BLK ZZ, LOTS 1-11, BLK AAA, LOTS 1-23, BLK BBB, 5X, 6X, 14X, 17X, 21X FOR A TOTAL OF 1173 LOTS AND 25 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES		Westwood	
ADDRESS: 3000 TURTLE CREEK BLVD		Phone (469) 213-1800 1110 Frisco Parkway, Suite 400	
DALLAS, TEXAS 75219		Fax (469) 937-0150 Frisco, TX 75033	
PHONE: (972) 201-2849		westwoodjps.com	
FAX: (-)		Westwood Professional Services, Inc.	
CONTACT: KYLE JOYCE		TSPS FIRM REGISTRATION NO. 10074801	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		DATE: MAY 2024	
DESIGNED: CEM		DRAWN: MCM	
WESTWOOD PROJECT #: 0050990		REVIEWER: TRS	
CITY CASE #:		SHEET 02 OF 27	

NTS

F.M. 407

PROJECT LOCATION



SCALE: 1" = 10'


 PHASE LINE
 EXISTING MAJOR CONTOURS
 EXISTING MINOR CONTOURS
 PROPOSED UTILITY EASEMENT
 100' YR FLOODPLAIN
 WATERS OF THE US

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A PRELIMINARY PLAT FOR
TREELINE PHASE 2

[illegible]

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Toll Free (888) 937-5150 Frisco, TX 75093
westwoodns.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

DATE:	MAY 2024
WESTWOOD PROJECT #:	0050990
CITY CASE #:	---

DESIGNED: CEM

DRAWN: MCM

REVIEWER: TRS

SHEET

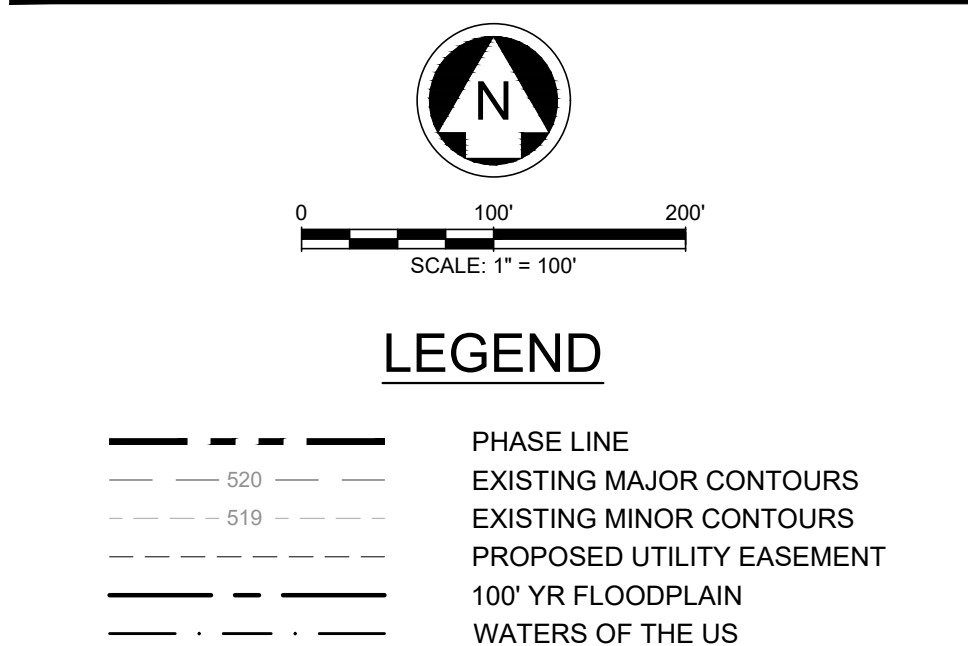
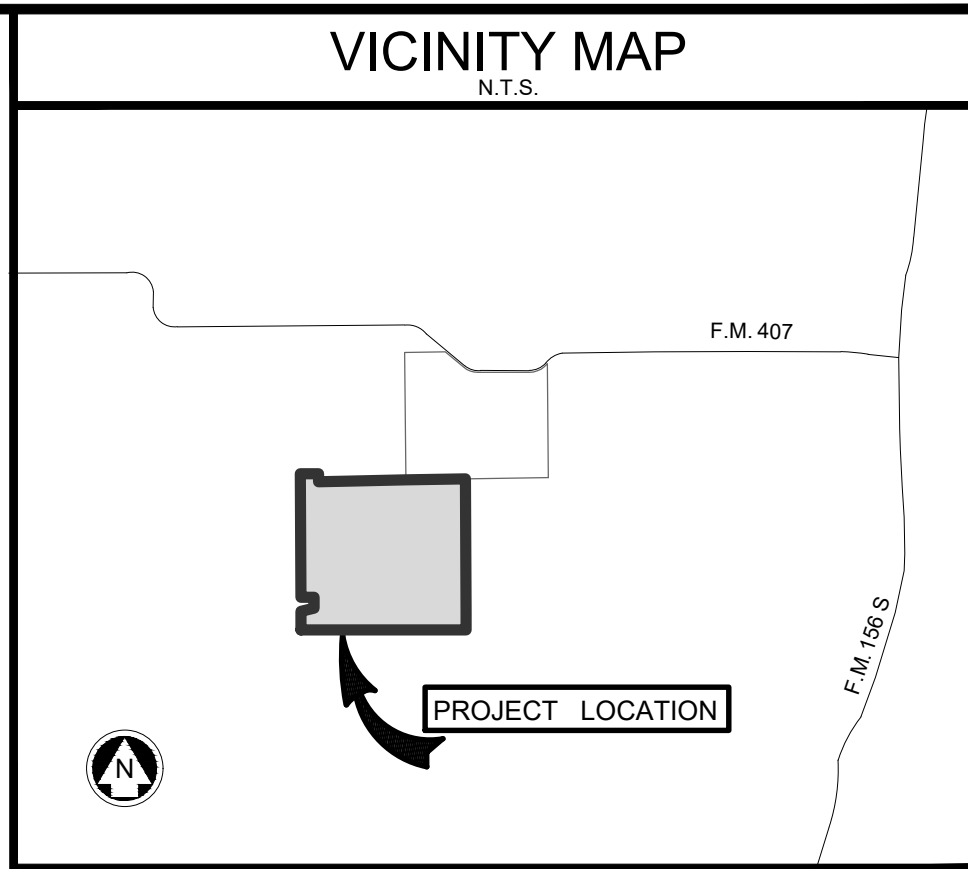
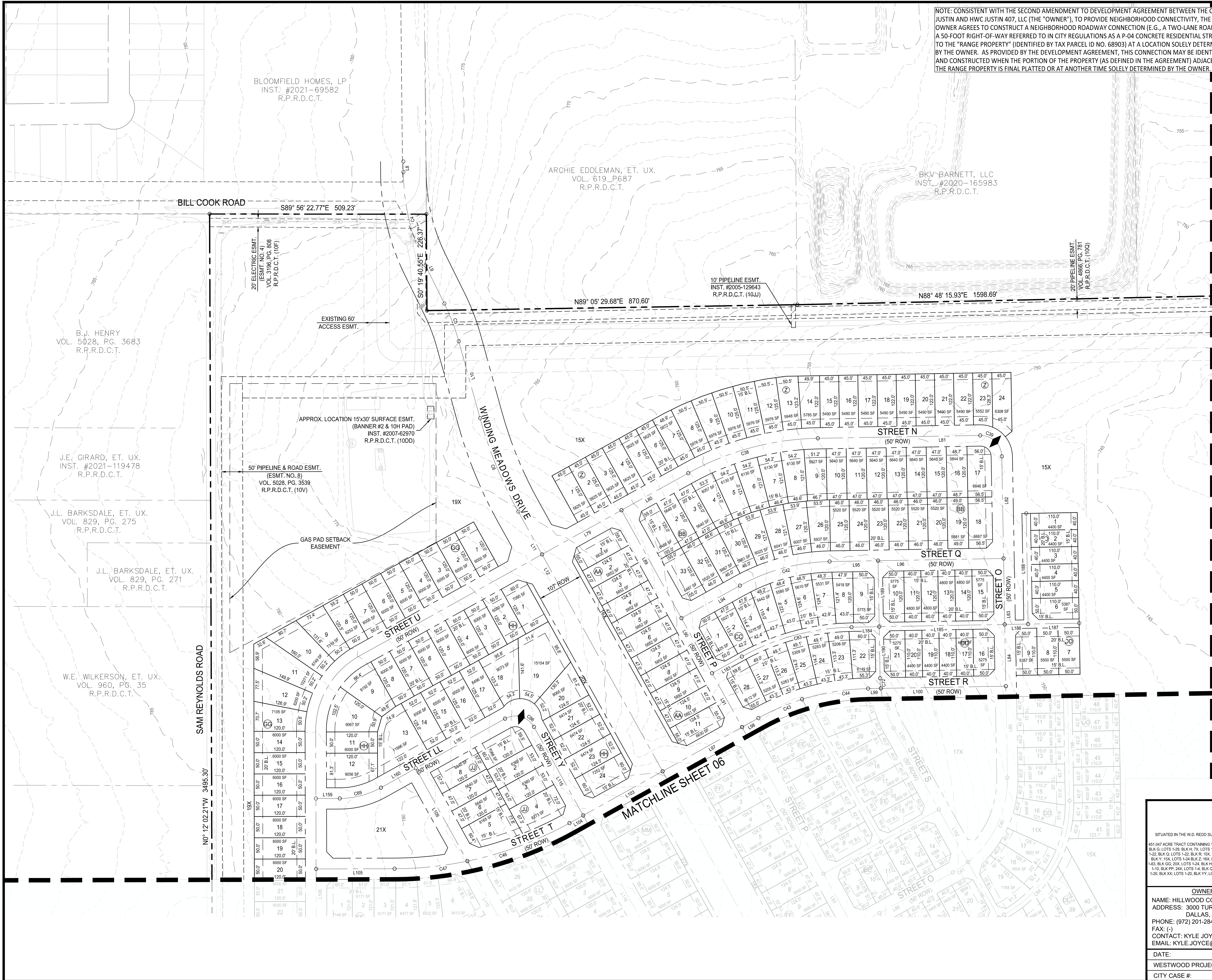
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03 OF 2

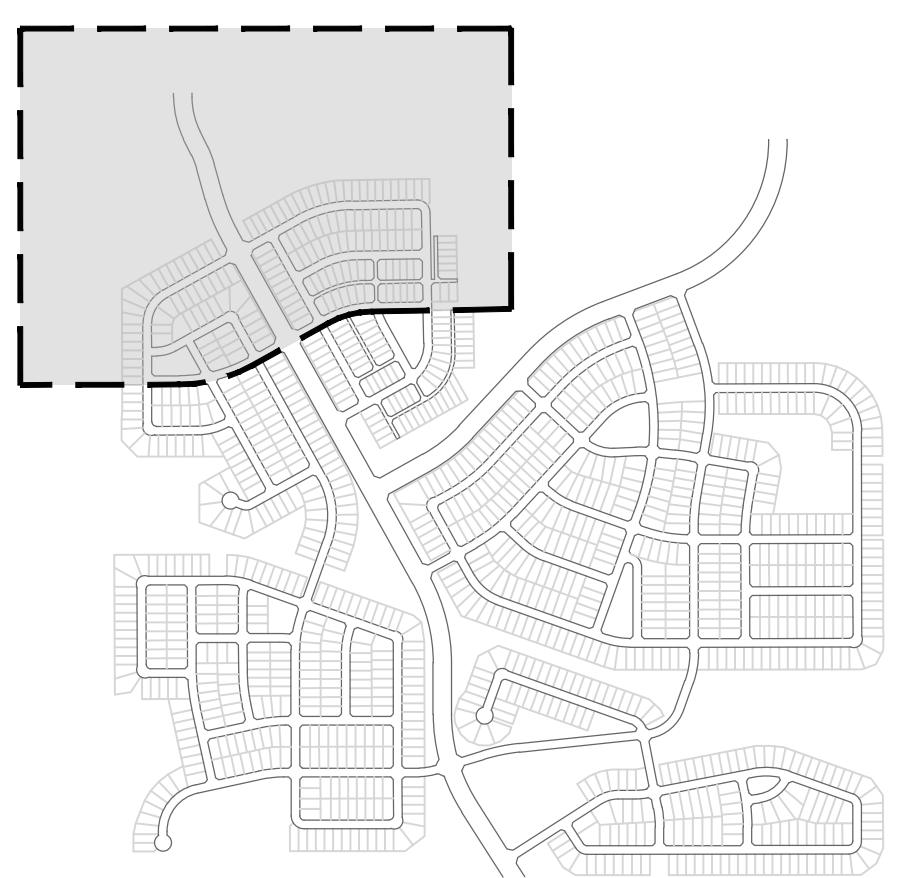
Page 43 of 29

DATE: MAY 2024	DESIGNED: CEM	04 OF 27
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	
CITY CASE #: ---	REVIEWER: TRS	

Drawing: C:\Users\jg000001\OneDrive\Desktop\A22_Preliminary\A220509090-C-PPL-AT
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Plot Date/Time: 5/1/2024 3:50 PM



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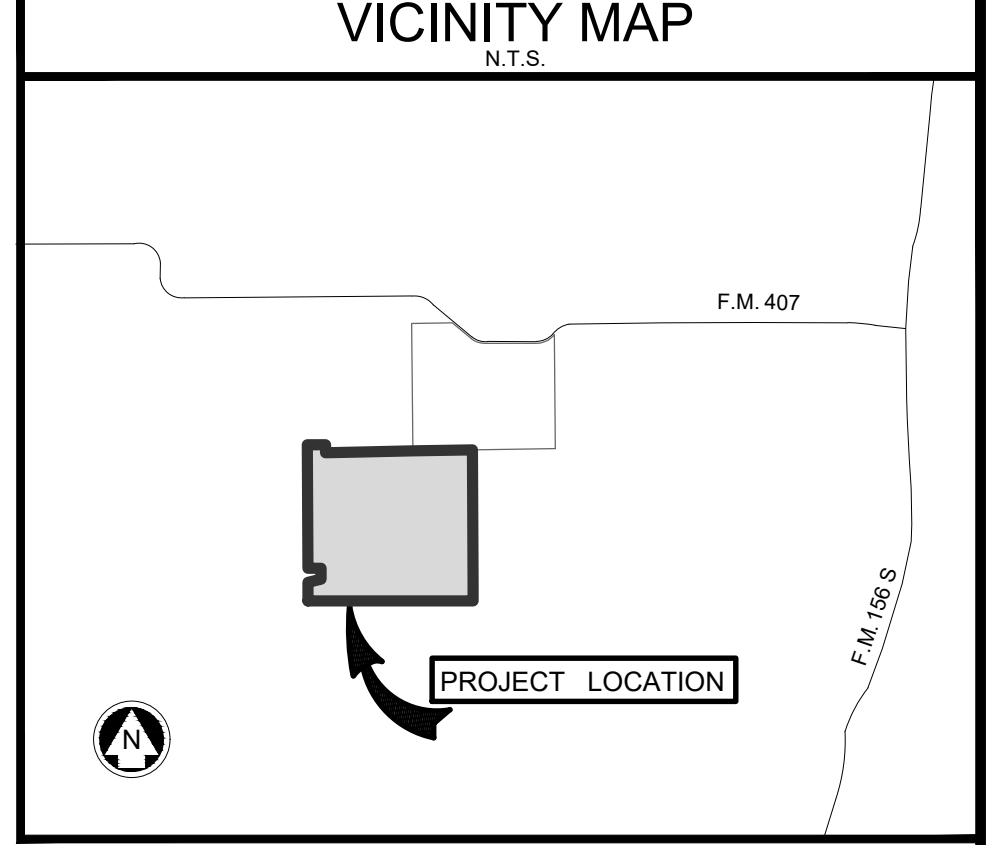
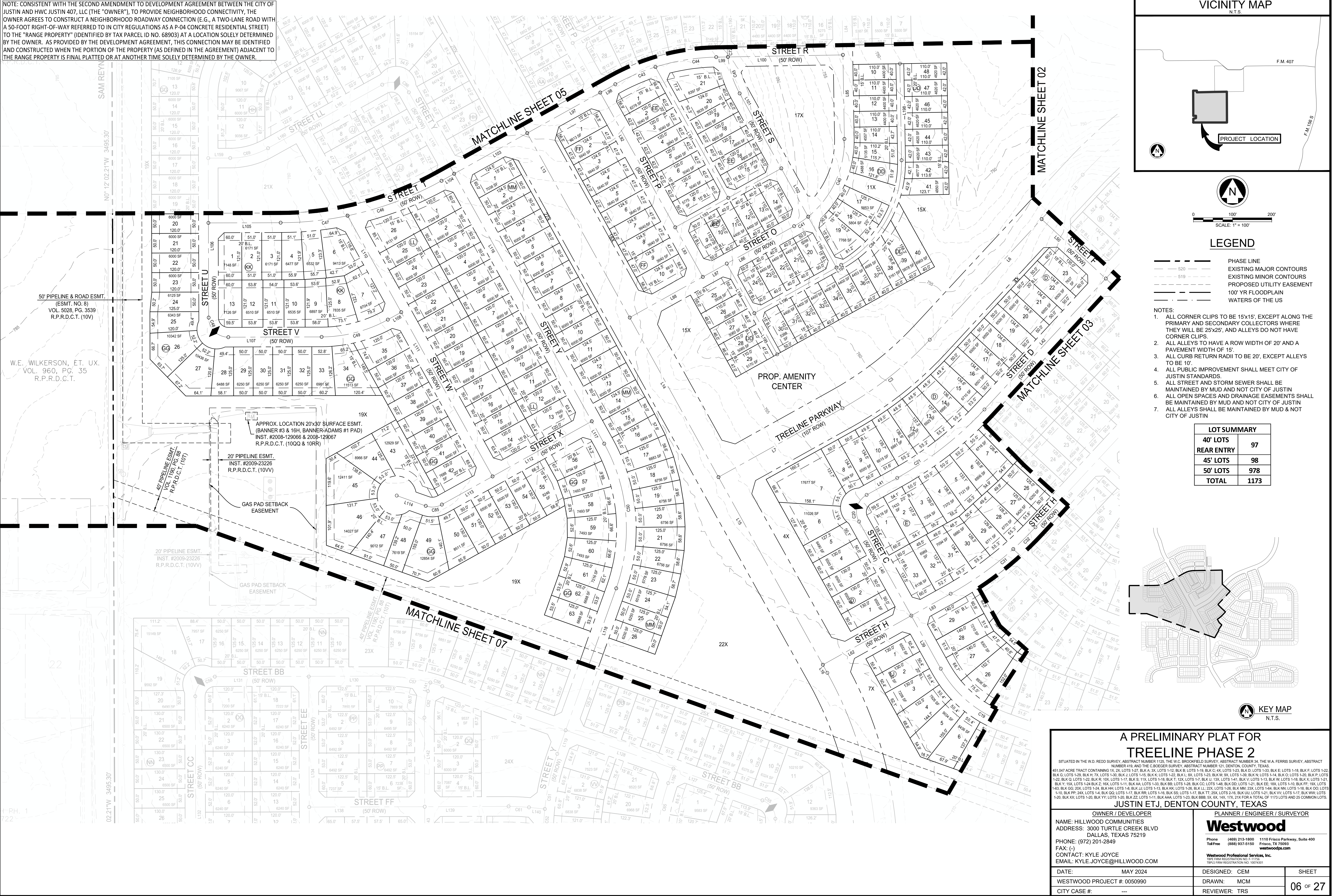
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TSPS FIRM REGISTRATION NO. P-11556
TSPS FIRM REGISTRATION NO. 10074801

DATE:	MAY 2024	DESIGNED:	CEM	SHEET
WESTWOOD PROJECT #:	0050990	DRAWN:	MCM	05 OF 27
CITY CASE #:	---	REVIEWER:	TRS	

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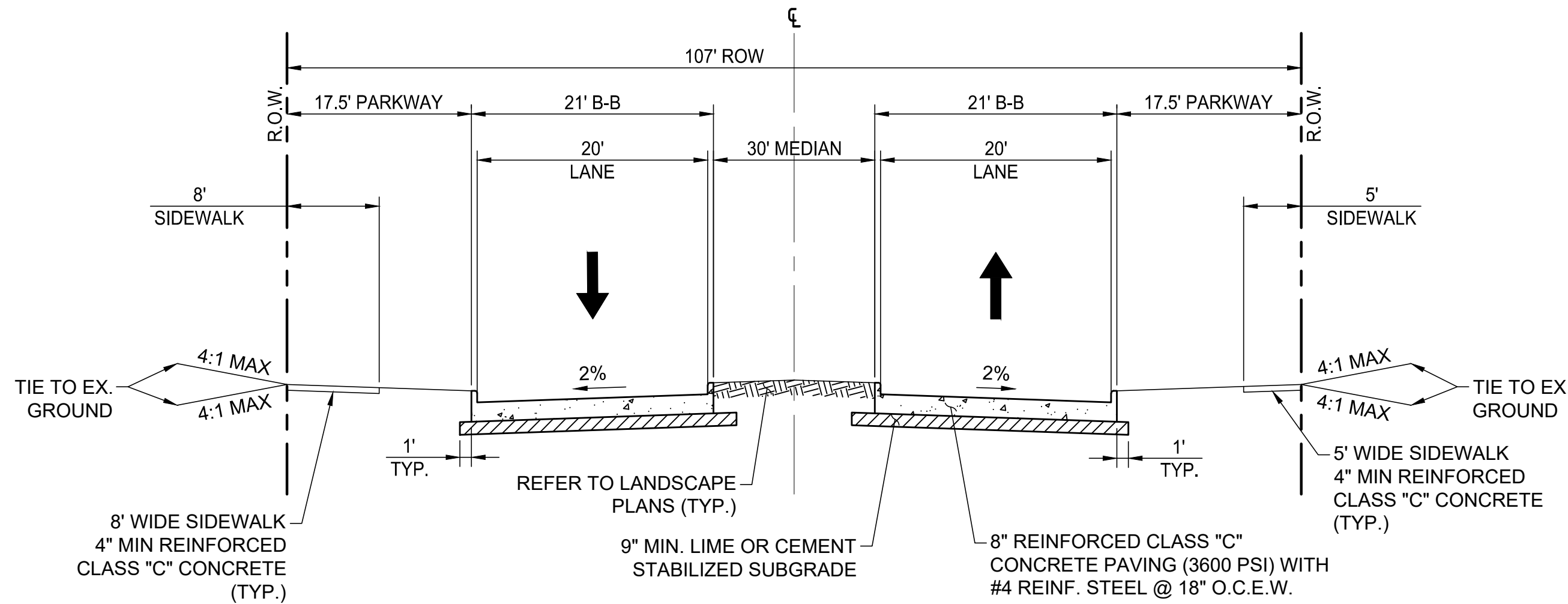
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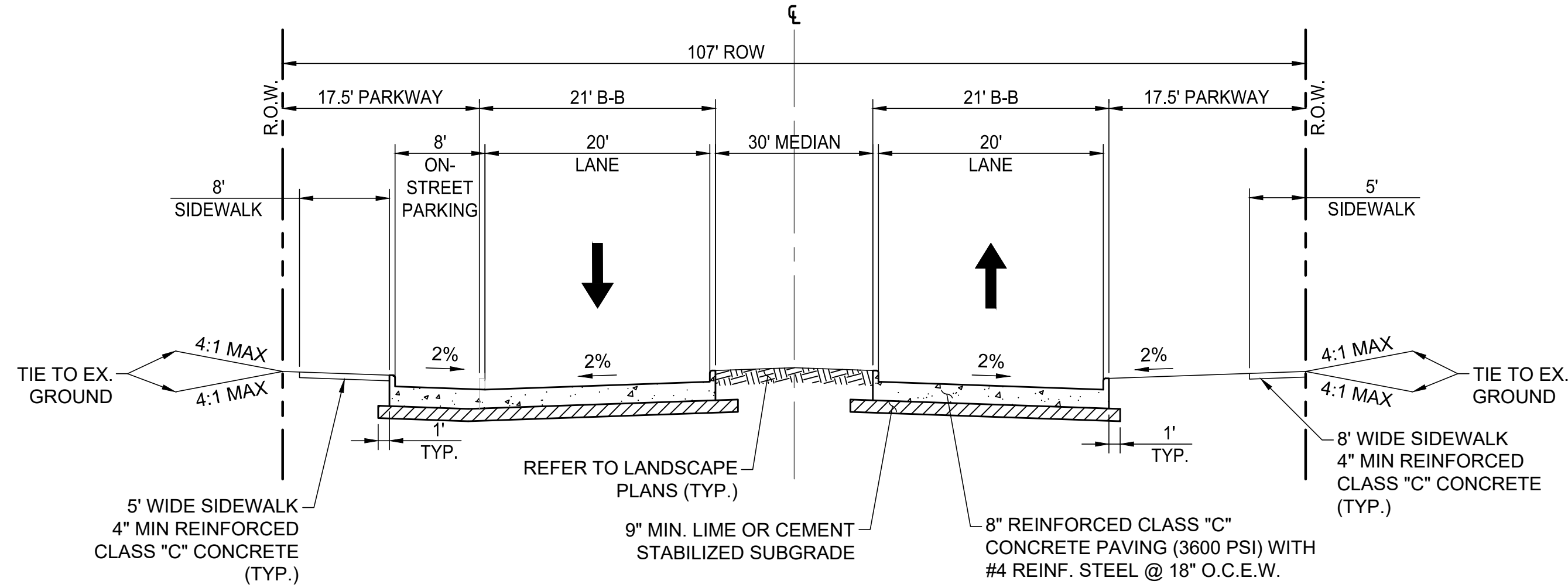
JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES		Westwood	
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DALLAS, TEXAS 75219		westwoodps.com	
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EMAIL: KYLE.JOYCE@HILLWOOD.COM		TSPS FIRM REGISTRATION NO. P-11556	
DATE: MAY 2024		DESIGNED: CEM	
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	
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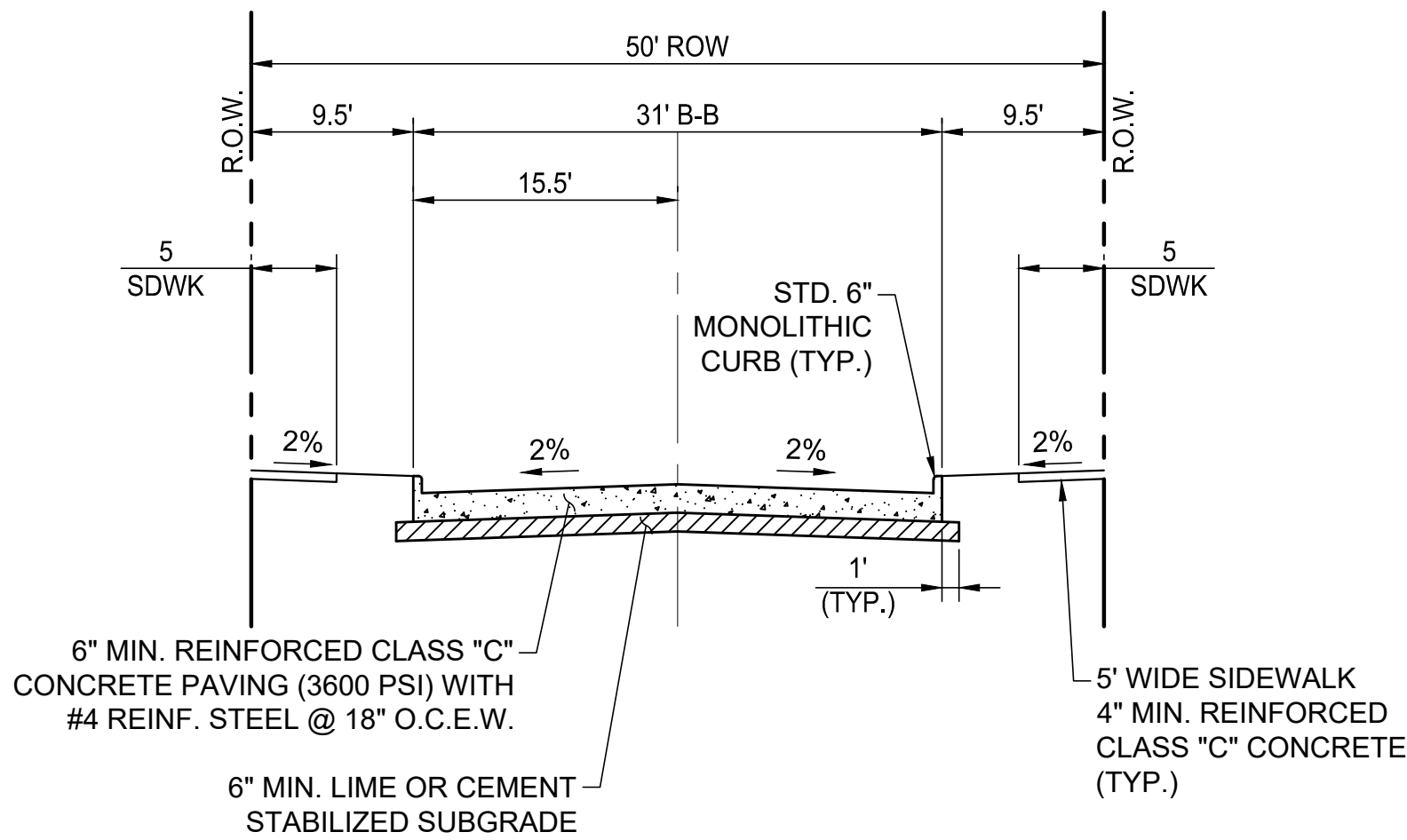
PRIMARY COLLECTOR - MEDIAN DIVIDED

N.T.S.
TREELINE PARKWAY & WINDING MEADOWS DRIVE



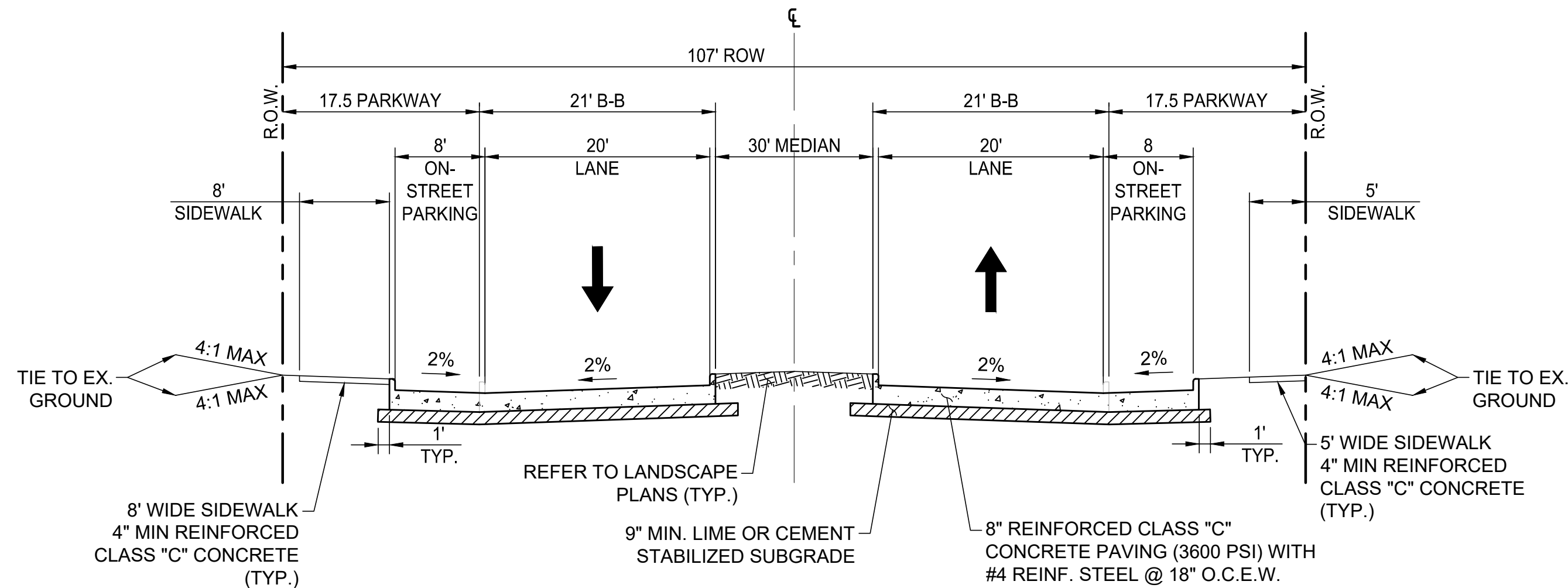
PRIMARY COLLECTOR WITH SINGLE PARALLEL PARKING

N.T.S.
TREELINE PARKWAY



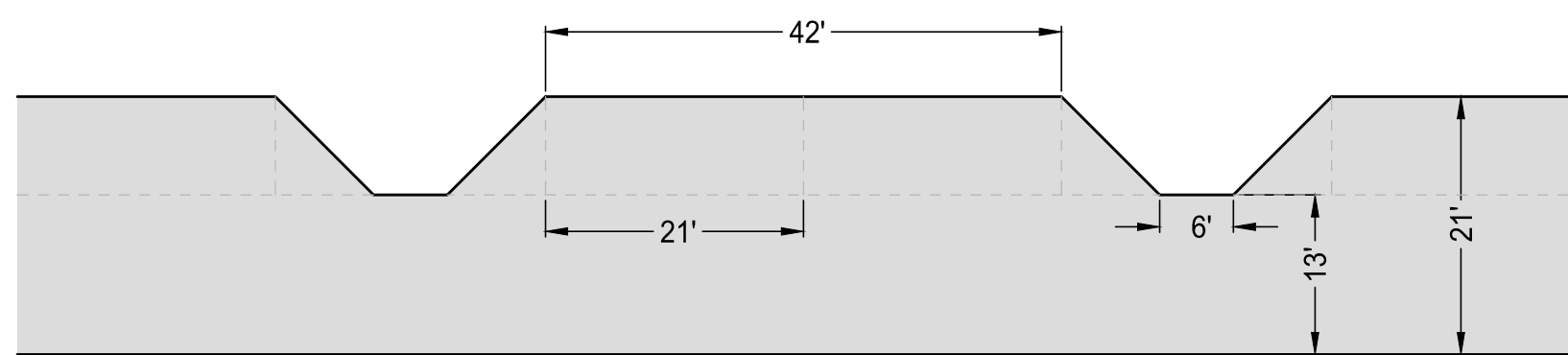
TYPICAL 31' B-B PAVEMENT SECTION

N.T.S.



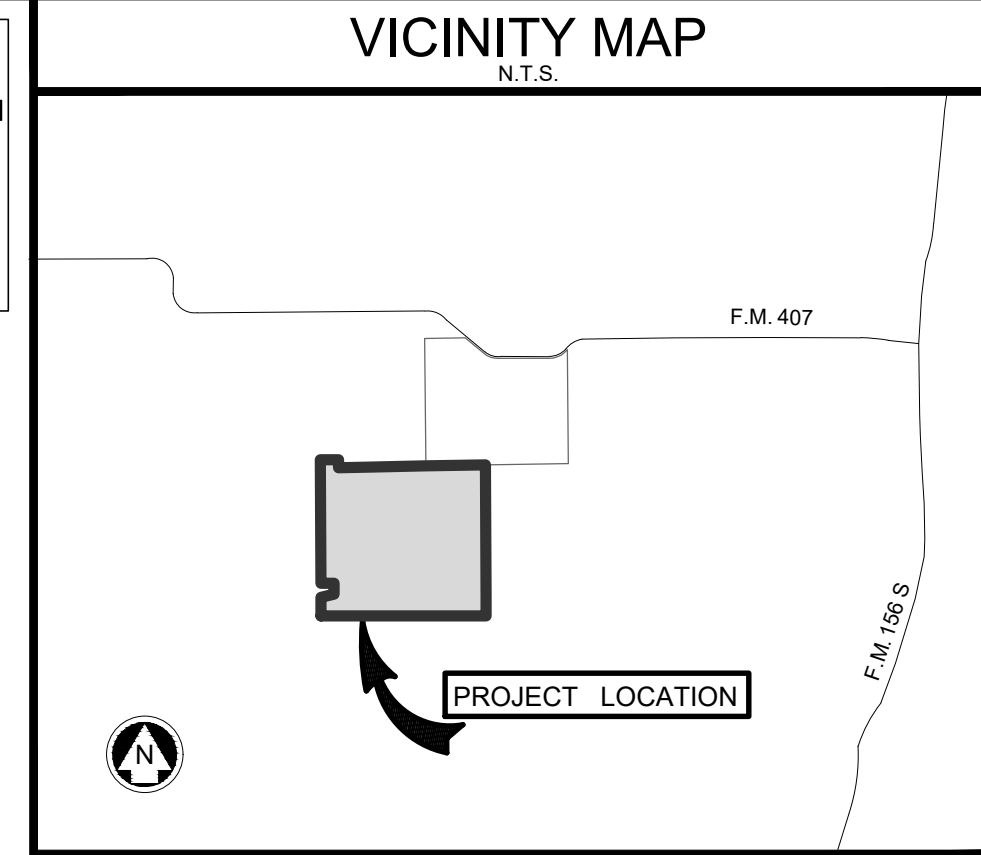
PRIMARY COLLECTOR WITH DOUBLE PARALLEL PARKING

N.T.S.
TREELINE PARKWAY



PRIMARY COLLECTOR - ON-STREET PARKING DETAIL

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EMAIL: KYLE.JOYCE@HILLWOOD.COM		TDEPL FIRM REGISTRATION NO. P-17156 TDEPL FIRM REGISTRATION NO. 10074801	
DATE:	MAY 2024	DESIGNED: CEM	SHEET
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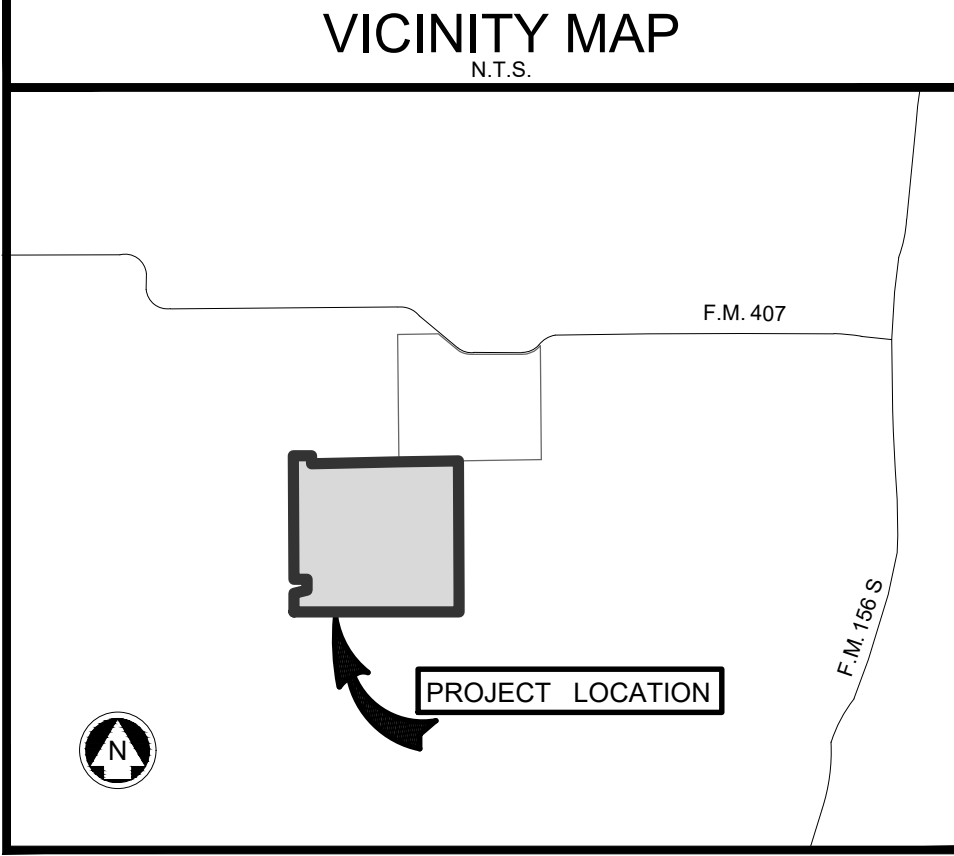
COLLECTOR LINE TABLE		
LINE	LENGTH	BEARING
L1	2.90'	S00° 24' 09"E
L2	25.00'	S69° 26' 10"W
L3	320.00'	S69° 26' 10"W
L4	111.38'	S69° 26' 10"W
L5	154.57'	S42° 49' 01"W
L6	420.23'	S42° 49' 01"W
L7	362.38'	S60° 55' 39"W
L8	25.00'	S00° 19' 41"E
L9	100.00'	S26° 20' 48"E

COLLECTOR LINE TABLE		
LINE	LENGTH	BEARING
L10	187.37'	S15° 27' 18"E
L11	115.02'	S29° 04' 21"E
L12	583.00'	S29° 04' 21"E
L13	538.93'	S29° 04' 21"E
L14	466.57'	S29° 04' 21"E
L15	548.50'	S29° 04' 21"E
L16	23.49'	S29° 04' 21"E
L17	299.95'	S00° 03' 55"E
L18	477.79'	S32° 34' 29"E

COLLECTOR CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	069° 50' 19"	875.00'	610.85'	1066.55'	1001.74'	S34° 31' 00"W
C2	026° 37' 09"	1100.00'	260.22'	511.05'	506.47'	S56° 07' 35"W
C3	018° 06' 38"	900.00'	143.44'	284.48'	283.30'	S51° 52' 20"W
C4	026° 01' 07"	500.00'	115.52'	227.06'	225.11'	S13° 20' 14"E
C5	010° 53' 30"	500.00'	47.67'	95.05'	94.90'	S20° 54' 03"E
C6	013° 37' 02"	1000.00'	119.40'	237.67'	237.11'	S22° 15' 50"E
C7	029° 00' 25"	1000.00'	258.68'	506.27'	500.88'	S14° 34' 08"E
C8	017° 08' 50"	1000.00'	150.77'	299.28'	298.16'	S08° 38' 21"E
C9	015° 21' 43"	1000.00'	134.87'	268.12'	267.32'	S24° 53' 37"E

ALLEY LINE TABLE		
LINE	LENGTH	BEARING
L183	80.15'	N60° 55' 39"E
L184	65.08'	N88° 59' 59"E
L185	295.00'	N88° 59' 59"E
L186	55.00'	N88° 59' 59"E
L187	120.00'	N88° 59' 59"E
L188	260.00'	N01° 00' 01"W
L189	155.00'	S01° 00' 01"E
L190	121.09'	S01° 00' 01"E
L191	382.59'	S29° 04' 21"E
L192	155.00'	N60° 55' 39"E
L193	155.00'	N60° 55' 39"E
L194	145.00'	S29° 04' 21"E
L195	120.00'	S29° 04' 21"E
L196	240.00'	N60° 55' 39"E
L197	13.81'	N60° 55' 39"E
L198	246.74'	N01° 00' 01"W
L199	148.76'	S29° 04' 21"E

ALLEY CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C83	028° 04' 20"	550.00'	137.50'	269.47'	266.79'	N74° 57' 49"E
C84	061° 55' 40"	300.00'	180.00'	324.25'	308.70'	N29° 57' 49"E



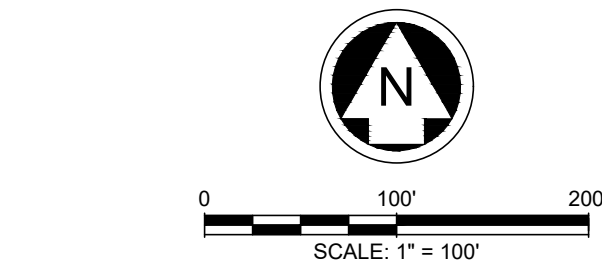
STREET LINE TABLE		
LINE	LENGTH	BEARING
L19	375.02'	S20° 33' 50"E
L20	144.20'	S09° 36' 15"W
L21	226.07'	S09° 36' 15"W
L22	74.57'	S00° 02' 38"E
L23	600.00'	S00° 02' 39"E
L24	58.36'	S00° 02' 28"E
L25	165.51'	S19° 36' 15"W
L26	20.08'	S84° 02' 38"W
L27	723.15'	S84° 02' 38"W
L28	196.89'	S72° 47' 14"W
L29	609.60'	N89° 57' 22"E
L30	624.12'	S00° 02' 38"E
L31	300.00'	S00° 02' 38"E
L32	300.00'	S00° 02' 38"E
L33	648.00'	S89° 57' 22"W
L34	297.00'	S89° 57' 22"W
L35	328.00'	S89° 57' 22"W
L36	48.32'	S89° 57' 22"W
L37	68.17'	N70° 23' 45"W
L38	590.67'	N70° 23' 45"W
L39	155.00'	N29° 04' 21"W
L40	275.00'	N29° 04' 21"W
L41	89.50'	N60° 55' 39"E
L42	455.86'	N42° 49' 01"E
L43	154.57'	N42° 49' 01"E
L44	111.38'	N69° 26' 10"E
L45	223.50'	S20° 33' 50"E
L46	118.46'	S19° 36' 15"W
L47	175.00'	S19° 36' 15"W
L48	155.00'	S19° 36' 15"W
L49	330.00'	S19° 36' 15"W
L50	223.50'	S47° 10' 59"E
L51	300.00'	S47° 10' 59"E
L52	8.28'	S47° 10' 59"E
L53	127.36'	N87° 11' 51"E
L54	27.14'	S84° 01' 20"E
L55	129.89'	S84° 01' 20"E
L56	69.28'	S80° 23' 45"E
L57	250.00'	S80° 23' 45"E
L58	177.10'	S09° 36' 15"W
L59	40.05'	S00° 02' 38"E
L60	300.00'	S00° 02' 38"E

STREET LINE TABLE		
LINE	LENGTH	BEARING
L61	300.00'	S00° 02' 38"E
L62	258.50'	N60° 55' 39"E
L63	114.86'	N60° 55' 39"E
L64	240.50'	N42° 49' 01"E
L65	347.58'	N42° 49' 01"E
L66	183.79'	N42° 49' 01"E
L67	70.93'	N82° 42' 19"E
L68	73.30'	S47° 10' 59"E
L69	382.17'	S70° 23' 45"E
L70	71.72'	S70° 23' 45"E
L71	33.37'	N89° 57' 22"E
L72	297.00'	N89° 57' 22"E
L74	168.02'	S47° 10' 59"E
L75	424.57'	S70° 23' 45"E
L76	437.76'	S00° 02' 38"E
L77	53.89'	S70° 23' 45"E
L78	648.00'	N89° 57' 22"E
L79	213.50'	N60° 55' 39"E
L80	179.52'	N70° 23' 45"W
L81	381.46'	N88° 59' 59"E
L82	240.00'	S01° 00' 01"E
L83	155.00'	S01° 00' 01"E
L84	145.00'	S01° 00' 01"E
L85	214.74'	S01° 00' 01"E
L86	196.81'	S60° 55' 39"W
L87	70.00'	S60° 55' 39"W
L88	213.50'	S60° 55' 39"W
L89	290.00'	S29° 04' 21"E
L90	148.00'	S29° 04' 21"E
L91	145.00'	S29° 04' 21"E
L92	393.93'	S29° 04' 21"E
L93	145.00'	S29° 04' 21"E
L94	157.02'	N60° 55' 39"E
L95	113.96'	N88° 59' 59"E
L96	295.00'	N88° 59' 59"E
L97	213.50'	N60° 55' 39"E
L98	43.90'	N60° 55' 39"E
L99	29.98'	N88° 59' 59"E
L100	293.85'	N88° 59' 59"E
L101	219.11'	S29° 04' 21"E
L102	141.24'	S29° 04' 21"E
L103	213.50'	S60° 55' 39"W

STREET LINE TABLE		
LINE	LENGTH	BEARING
L104	37.04'	S60° 55' 39"W
L105	184.42'	S89° 51' 04"W
L106	242.00'	S00° 08' 56"E
L107	238.37'	N89° 51' 04"E
L108	39.10'	N60° 55' 39"E
L109	249.49'	S29° 04' 21"E
L110	282.00'	S29° 04' 21"E
L111	479.96'	S29° 04' 21"E
L112	290.00'	S60° 55' 39"W
L113	148.11'	S60° 55' 39"W
L114	78.84'	N70° 23' 45"W
L115	238.00'	S29° 04' 21"E
L116	723.44'	S29° 04' 21"E
L117	65.44'	S29° 04' 21"E
L118	384.85'	S19° 36' 15"W
L119	64.09'	S19° 36' 15"W
L120	412.01'	S00° 03' 55"E
L121	292.00'	S00° 03' 55"E
L122	592.00'	N89° 56' 05"E
L125	292.00'	N00° 03' 55"W
L126	447.71'	N00° 03' 55"W
L127	241.37'	N70° 23' 45"W
L128	292.00'	N70° 23' 45"W
L129	334.54'	N70° 23' 45"W
L130	188.44'	S89° 34' 32"W
L131	240.00'	S89° 58' 31"W
L132	435.12'	S00° 12' 02"E
L133	240.00'	N89° 47' 58"E
L134	333.26'	S00° 12' 02"E
L135	201.12'	S00° 12' 02"E
L136	169.26'	S12° 25' 38"E
L137	292.00'	S12° 25' 38"E
L138	295.00'	N89° 47' 58"E
L139	214.04'	N89° 47' 58"E
L140	40.75'	S84° 12' 51"E
L141	22.70'	S15° 32' 37"W
L142	227.43'	S00° 12' 02"E
L143	198.49'	S00° 12' 02"E
L144	119.95'	S12° 25' 38"E
L145	290.00'	N77° 34' 22"E
L146	49.25'	N77° 34' 22"E
L147	58.62'	N89° 56' 05"E

STREET LINE TABLE		
LINE	LENGTH	BEARING
L148	292.00'	N89° 56' 05"E
L149	300.00'	N89° 56' 05"E
L150	39.48'	S19° 36' 15"W
L151	387.40'	S00° 03' 55"E
L152	65.11'	S72° 47' 14"W
L153	152.29'	S89° 56' 05"W
L154	592.00'	S89° 56' 05"W
L155	32.42'	S89° 56' 05"W
L156	313.05'	S77° 34' 22"W
L157	124.09'	S77° 34' 22"W
L158	68.61'	S00° 08' 50"E
L159	56.09'	N89° 51' 04"E
L160	333.68'	N60° 55' 39"E
L161	333.68'	N60° 55' 39"E
L162	416.38'	N57° 25' 31"E
L163	238.94'	N57° 25' 31"E
L164	100.39'	N89° 56' 05"E
L165	46.03'	N79° 02' 38"E
L166	510.00'	N79° 02' 38"E
L167	70.14'	N79° 02' 38"E
L168	336.87'	S70° 23' 45"E
L170	584.16'	S89° 56' 05"W
L171	510.00'	S89° 56' 05"W
L172	419.45'	S89° 56' 05"W
L173	162.59'	N32° 34' 29"W
L174	130.74'	N00° 03' 55"W
L175	92.57'	N10° 57' 22"W
L176	80.21'	N82° 16' 15"E
L177	3.88'	N19° 36' 15"E
L178	130.74'	N00° 03' 55"W
L179	92.57'	N10° 57' 22"W
L180	349.99'	N10° 57' 22"W
L202	648.00'	N89° 57' 22"E
L203	309.98'	N89° 57' 22"E
L204	221.59'	N00° 03' 55"W
L205	134.67'	N19° 36' 15"E
L206	125.44'	N20° 54' 40"W
L207	250.45'	N00° 02' 38"W
L208	290.00'	S00° 03' 55"E
L209	290.00'	N00° 03' 55"W
L210	240.00'	N00° 03' 55"W
L211	492.00'	N89° 56' 05"E
L212	240.00'	S80° 03' 55"E

STREETCURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C10	014° 49' 12"	1000.00'	130.06'	258.66'	257.94'	S13° 09' 14"E
C11	015° 20' 53"	1000.00'	134.74'	267.87'	267.07'	S01° 55' 48"W
C12	009° 38' 53"	1000.00'	84.40'	168.39'	168.19'	S04° 46' 48"W
C13	019° 38' 42"	500.00'	86.57'	171.44'	170.60'	S09° 46' 54"W
C14	064° 26' 24"	225.00'	141.80'	253.05'	239.93'	S51° 49' 27"W
C15	011° 15' 24"	1100.00'	108.41'	216.11'	215.77'	S78° 24' 56"W
C16	090° 00' 00"	250.00'	250.00'	392.70'	353.55'	S45° 02' 38"E
C18	019° 38' 53"	400.00'	69.26'	137.17'	136.50'	N80° 13' 12"W
C19	041° 19' 24"	300.00'	113.13'	216.37'	211.71'	N49° 44' 03"W
C20	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	N15° 55' 39"E
C21	018° 06' 38"	900.00'	143.44'	284.48'	283.30'	N51° 52' 20"E
C22	026° 37' 09"	876.50'	207.35'	407.22'	403.56'	N56° 07' 35"E
C23	013° 16' 09"	1400.00'	162.84'	324.23'	323.50'	S13° 55' 46"E
C24	013° 16' 21"	1400.00'	162.88'	324.31'	323.59'	S00° 39' 31"E
C25	013° 37' 35"	1400.00'	167.27'	332.95'	332.17'	S12° 47' 27"W
C26	045° 37' 10"	250.00'	105.14'	199.05'	193.84'	S69° 59' 34"E
C27	008° 46' 49"	450.00'	34.55'	68.96'	68.89'	S88° 24' 45"E
C28	003° 37' 35"	1500.00'	47.48'	94.94'	94.92'	S82° 12' 33"E
C29	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	S35° 23' 45"E
C30	009° 38' 53"	900.00'	75.96'	151.55'	151.37'	S04° 46' 48"W
C31	012° 53' 52"	875.00'	98.90'	196.97'	196.55'	N54° 28' 43"E
C32	005° 12' 47"	875.00'	39.83'	79.61'	79.58'	N45° 25' 24"E
C33	039° 53' 18"	350.00'	127.00'	243.66'	238.77'	N62° 45' 40"E
C34	023° 12' 46"	350.00'	71.89'	141.80'	140.83'	S58° 47' 22"E
C35	019° 38' 53"	750.00'	129.87'	257.19'	255.93'	S80° 13' 12"E
C36	023° 12' 46"	350.00'	71.89'	141.80'	140.83'	S58° 47' 22"E
C37	070° 21' 07"	50.00'	35.24'	61.39'	57.61'	S35° 13' 12"E
C38	028° 04' 20"	650.00'	162.50'	318.47'	315.29'	N74° 57' 49"E
C39	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	S46° 00' 01"E
C40	051° 58' 47"	250.00'	121.88'	226.80'	219.11'	S24° 59' 23"W
C41	009° 56' 53"	250.00'	21.76'	43.41'	43.35'	S55° 57' 13"W
C42	028° 04' 20"	450.00'	112.50'	220.48'	218.28'	N74° 57' 49"E
C43	011° 39' 15"	550.00'	56.13'	111.87'	111.68'	N66° 45' 17"E
C44	016° 25' 05"	550.00'	79.34'	157.60'	157.06'	N80° 47' 27"E
C45	022° 35' 01"	250.00'	49.92'	98.54'	97.90'	S17° 46' 50"E
C46	017° 18' 50"	850.00'	129.41'	256.86'	255.88'	S69° 35' 04"W
C47	011° 36' 35"	850.00'	86.41'	172.23'	171.94'	S84° 02' 44"W
C48	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	S45° 08' 56"E
C49	028° 55' 25"	350.00'	90.27'	176.68'	174.81'	N75° 23' 22"E



	PROPERTY BOUNDARY MAJOR CONTOUR MINOR CONTOUR 100' YR FLOODPLAIN WATERS OF THE US
	PROPOSED STORM CURB INLET DRAINAGE DIVIDE
	DRAINAGE FLOW DIRECTION
	DRAINAGE AREA NAME DRAINAGE AREA (ACRES)

- NOTES:
1. ALL PIPES 24" UNLESS OTHERWISE NOTED.
 2. STORM WILL BE PLACED ALONG STREET CENTERLINE.
 3. ALL INLETS ARE 10' INLETS UNLESS OTHERWISE NOTED.
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 6. ALL STREET AND STORM SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN
 7. ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUST



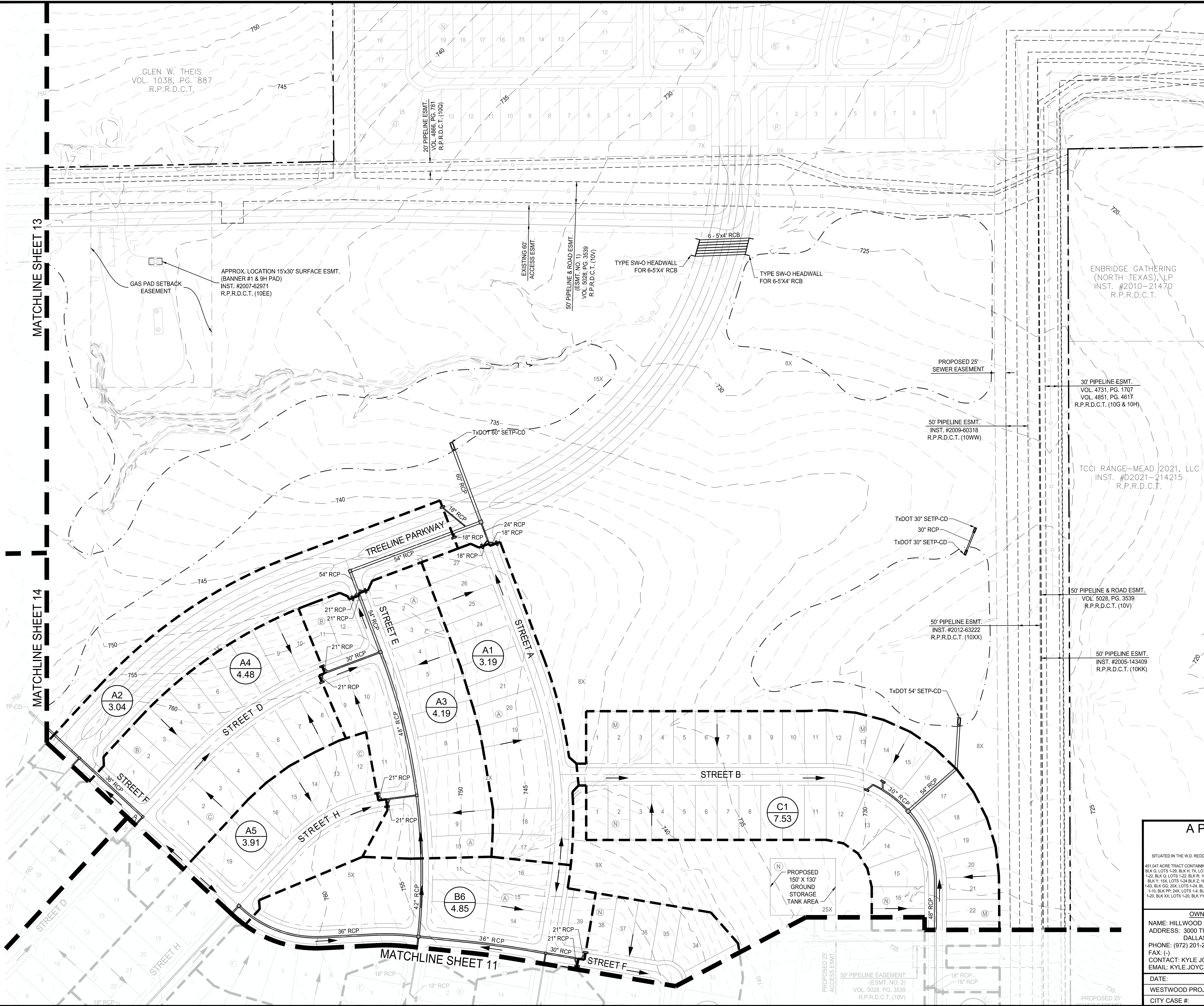
 **KEY MAP**
N.T.S.

[illegible]

OWNER / DEVELOPER
NAME: HILLWOOD COMMUNITIES
ADDRESS: 3000 TURTLE CREEK BLVD
DALLAS, TEXAS 75219
PHONE: (972) 201-2849
FAX: (-)
CONTACT: KYLE JOYCE
EMAIL: KYLE.JOYCE@HILLWOOD.COM

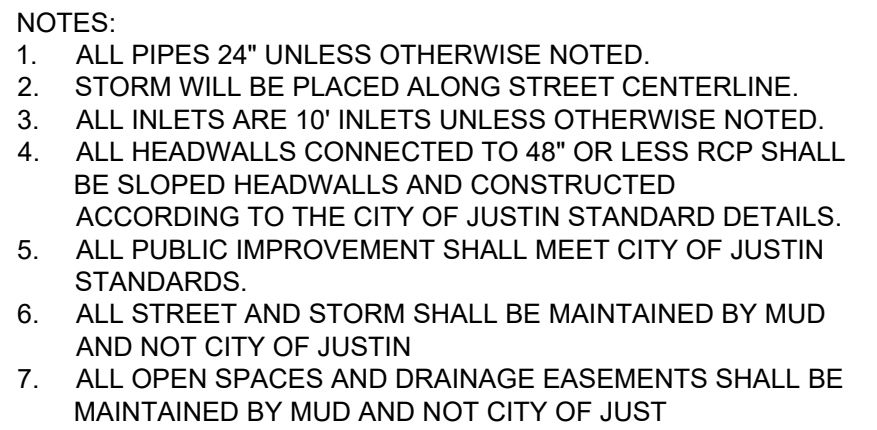
PLANNER / ENGINEER / SURVEYOR
Westwood
Tel Phone (469) 213-1800 1110 Frisco Parkway, Suite 100
Frisc, TX 75068
(888) 937-9150
westwood.com
Westwood Professional Services, Inc.
TDSI FIRM REGISTRATION NO. F-17366
TDSI FIRM REGISTRATION NO. 10001011

DATE: MAY 2024	DESIGNED: CEM	10 OF 27
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	
CITY CASE #: ---	REVIEWER: TRS	





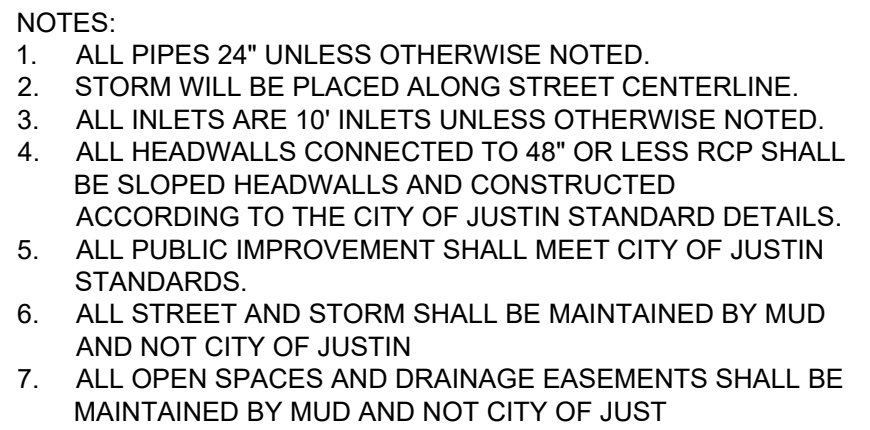
LEGEND



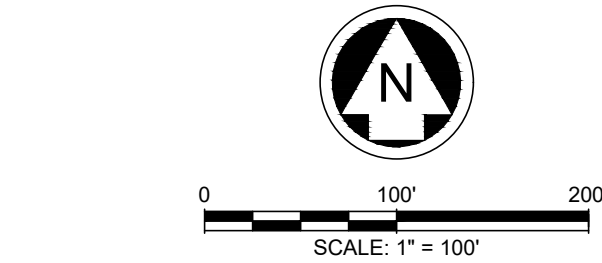
A PRELIMINARY DRAINAGE PLAN FOR TREELINE PHASE 2

<u>OWNER / DEVELOPER</u> NAME: HILLWOOD COMMUNITIES ADDRESS: 3000 TURTLE CREEK BLVD DALLAS, TEXAS 75219 PHONE: (972) 201-2849 FAX: (-) CONTACT: KYLE JOYCE EMAIL: KYLE.JOYCE@HILLWOOD.COM	<u>PLANNER / ENGINEER / SURVEYOR</u> Westwood Phone (469) 213-1800 1110 Frisco Parkway, Suite 400 TollFree (866) 937-5150 Frisco, TX 75093 www.westwood.com Westwood Professional Services, Inc. TPEF FIRM REGISTRATION NO. F-11756 TPEF FIRM REGISTRATION NO. 0007403
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DATE: MAY 2024	DESIGNED: CEM	SHEET 11 OF 27
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	
CITY CASE #: ---	REVIEWER: TRS	

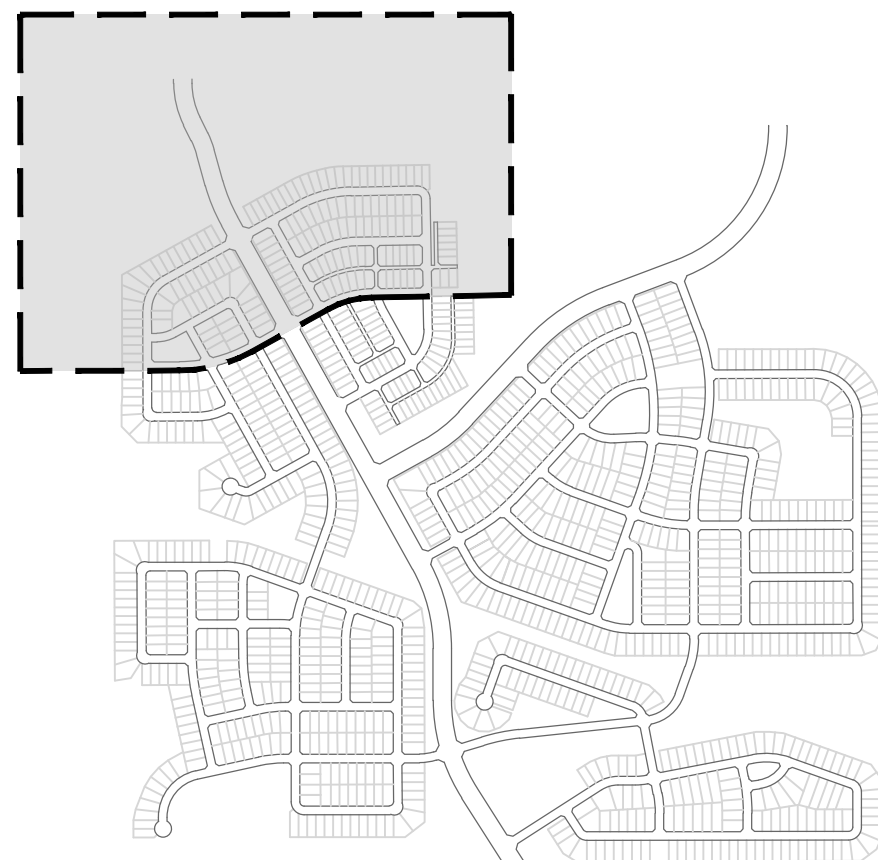
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OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES			
ADDRESS: 3000 TURTLE CREEK BLVD DALLAS, TEXAS 75219			
PHONE: (972) 201-2849		Phone	(469) 213-1810
FAX: (-)		Toll Free	(888) 937-5150
CONTACT: KYLE JOYCE			1110 Frisco Parkway, Suite 400 Frisco, TX 75098
EMAIL: KYLE.JOYCE@HILLWOOD.COM			westwoodcs.com
		Westwood Professional Services, Inc. TIER FIRM REGISTRATION NO. F-17356 TIER 1 FIRM REGISTRATION NO. 10074001	
DATE:	MAY 2024	DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	12 OF 27
CITY CASE #:	---	REVIEWER: TRS	



	PROPERTY BOUNDARY
	MAJOR CONTOUR
	MINOR CONTOUR
	100' YR FLOODPLAIN
	WATERS OF THE US
	PROPOSED STORM
	CURB INLET
	DRAINAGE DIVIDE
	DRAINAGE FLOW DIRECTION
	DRAINAGE AREA NAME
	DRAINAGE AREA (ACRES)

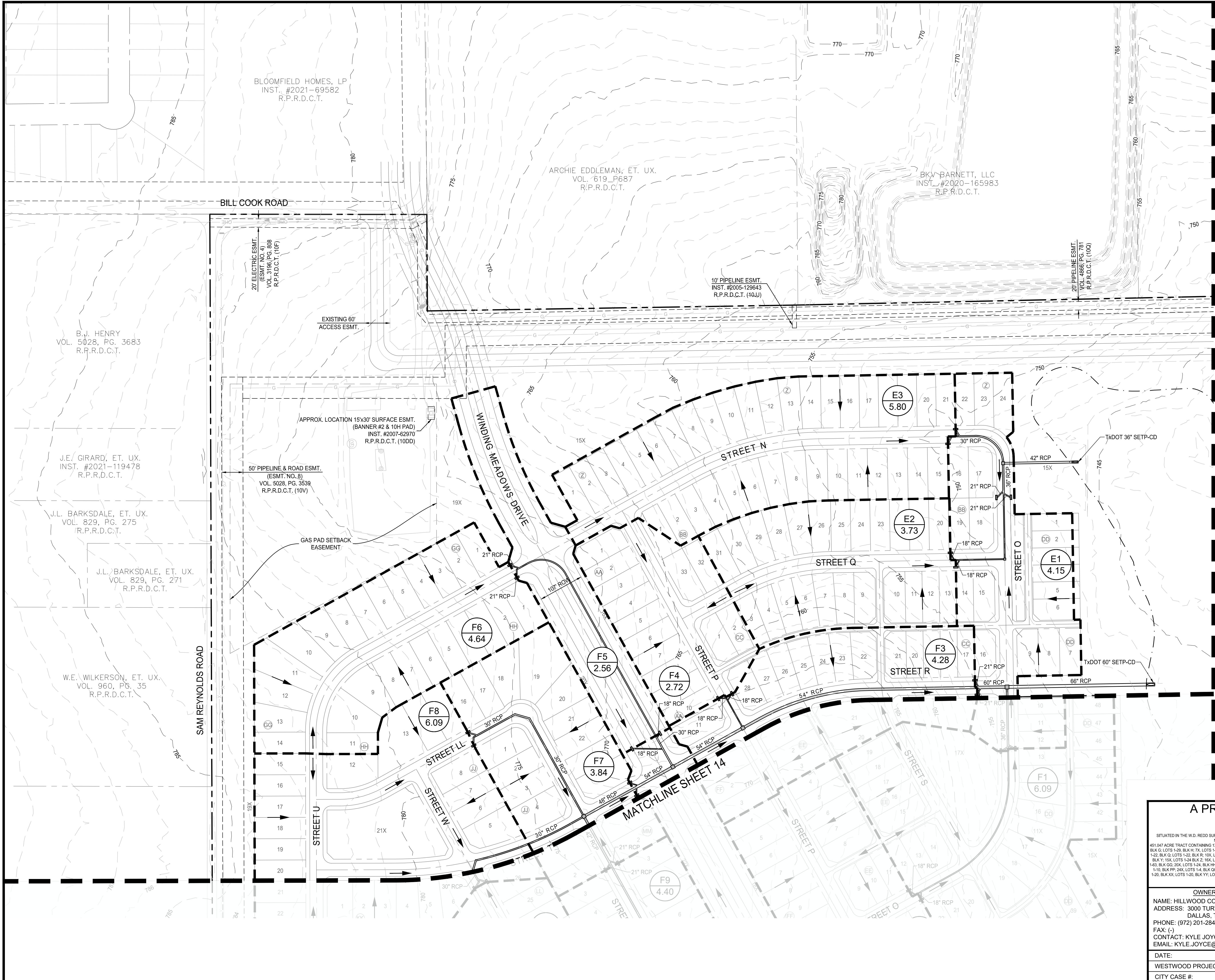
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 **KEY MAP**
N.T.S.

[illegible]

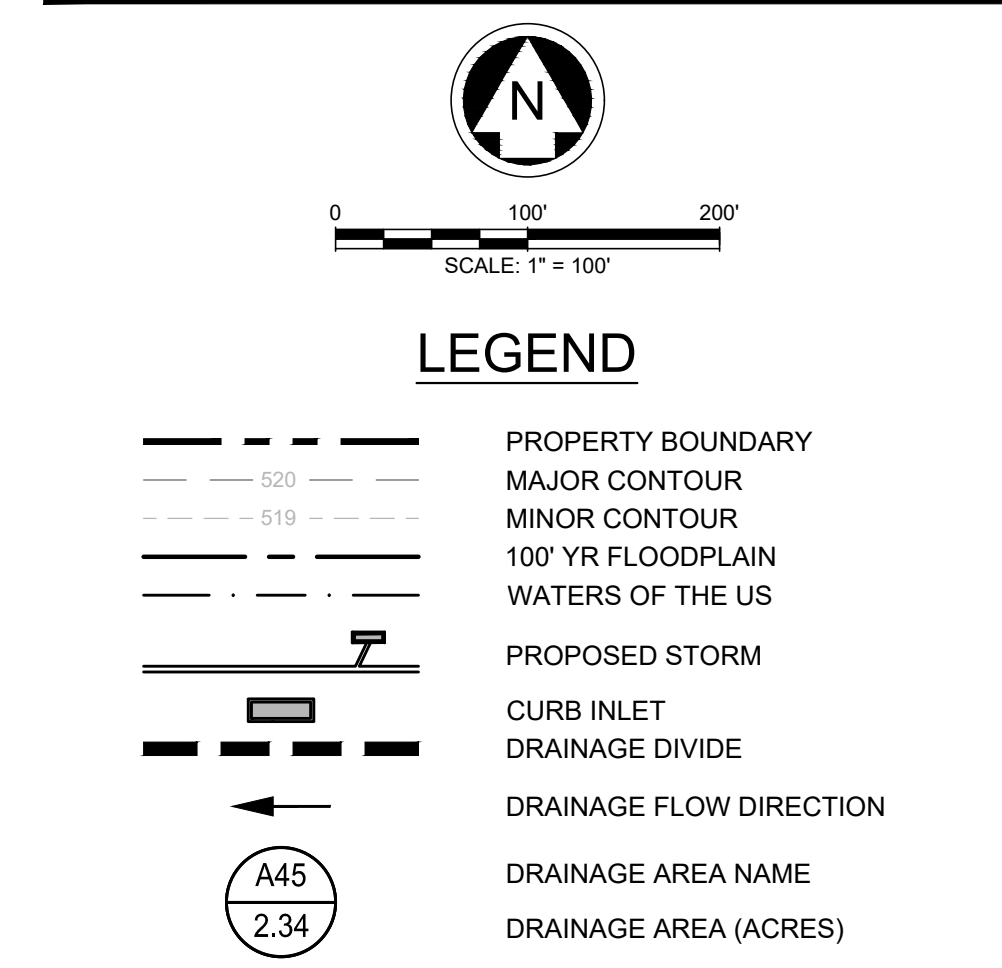
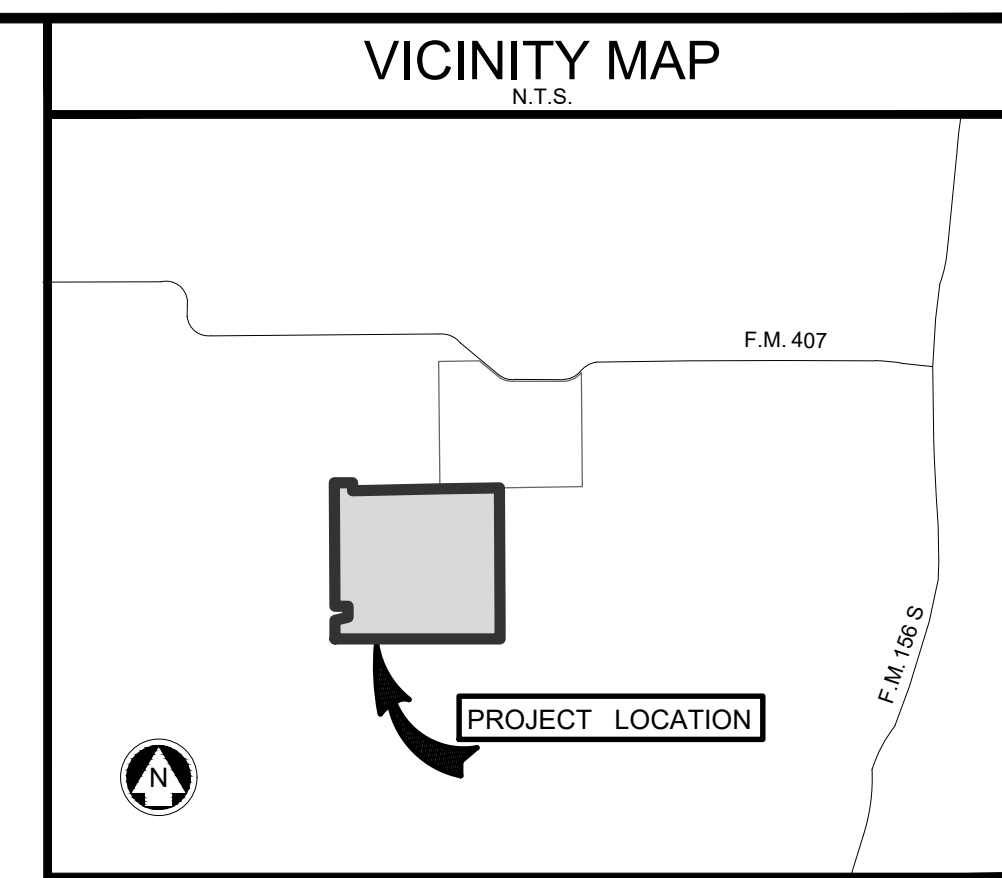
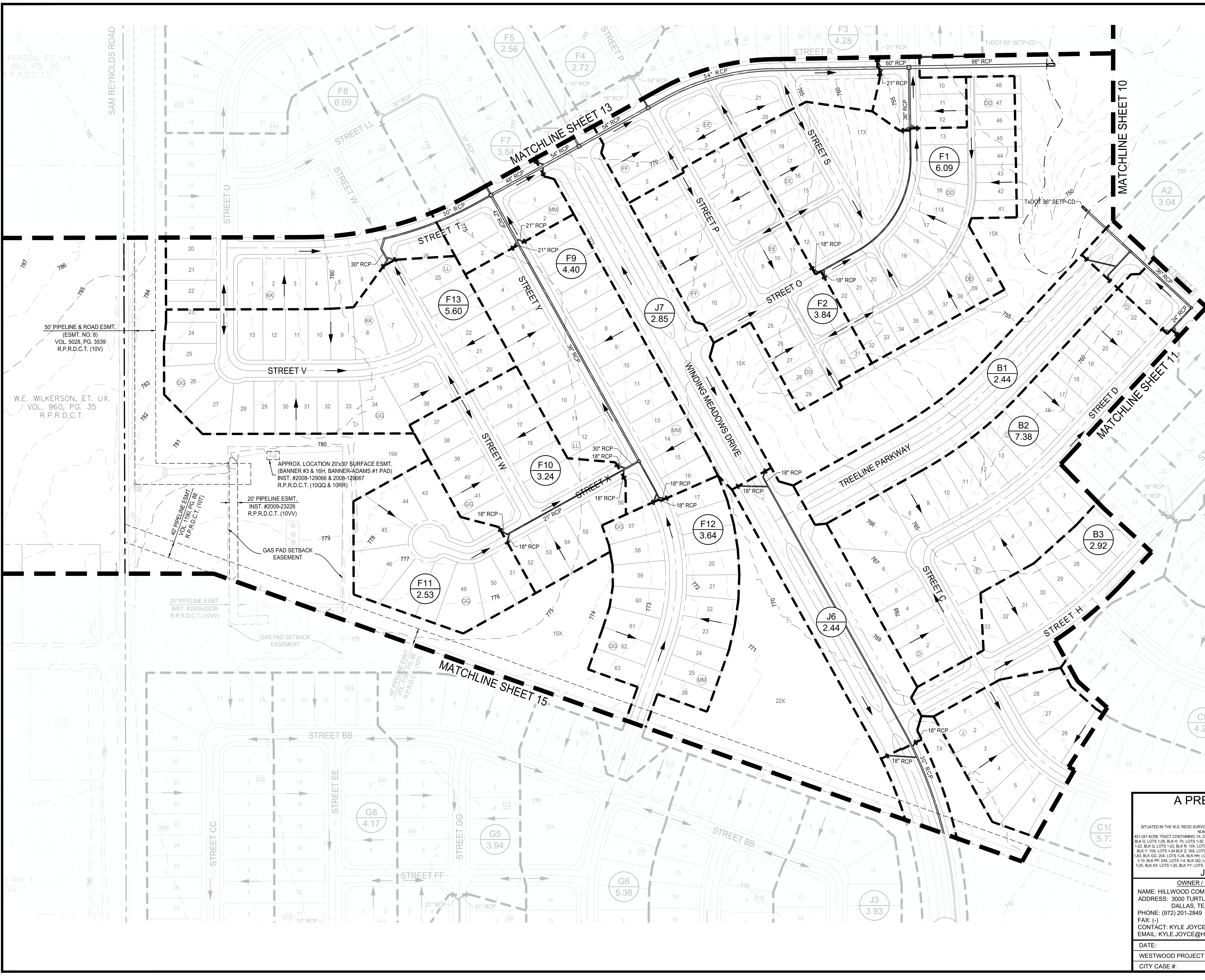
OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES			
ADDRESS: 3000 TURTLE CREEK BLVD			
DALLAS, TEXAS 75219			
PHONE: (972) 201-2849			
FAX: (-)		Phone (469) 213-1800 Toll Free (888) 937-5150 www.westwoodsps.com	1110 Frisco Parkway, Suite 400 Frisco, TX 75033
CONTACT: KYLE JOYCE		Westwood Professional Services, Inc. TYPE FIRM REGISTRATION NO. 11111111111111111111 TSPS FIRM REGISTRATION NO. 1001401	
EMAIL: KYLE.JOYCE@HILLWOOD.COM			
DATE: MAY 2024		DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	13 of 27
CITY CASE #: ---		REVIEWER: TRS	



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R.P.R.D.C.T.

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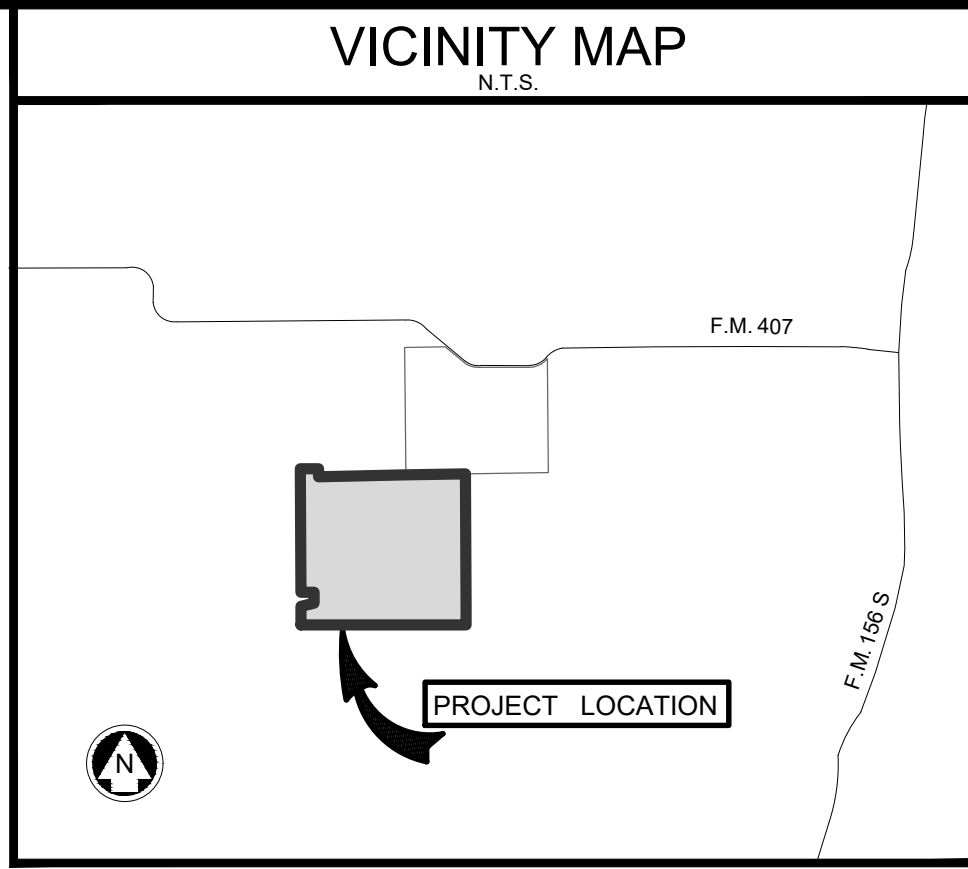
A PRELIMINARY DRAINAGE PLAN FOR
TREELINE PHASE 2
SITUATED IN THE W.D. REDO SURVEY, ABSTRACT NUMBER 1125, THE W.C. BROOKFIELD SURVEY, ABSTRACT NUMBER 34, THE W.A. FERRIS SURVEY, ABSTRACT

NUMBER 149 AND THE CROSSOVER SURVEY, ABSTRACT NUMBER 121, DEWTON, COUNTY, TEXAS.

451041 ACREE TRACT CONTAINING 1/2, 2X, LOTS 1-27. BULK A: 3, 1X, LOTS 1-2; BULK B: 1, 1X, LOTS 1-8; BULK C: 4X, LOTS 1-2; BULK D: 1, 1X, LOTS 3-4; BULK E: 1, 1X, LOTS 5-6; BULK F: 1, 1X, LOTS 7-8; BULK G: 1, 1X, LOTS 9-10; BULK H: 1, 1X, LOTS 11-12; BULK I: 1, 1X, LOTS 13-14; BULK J: 1, 1X, LOTS 15-16; BULK K: 1, 1X, LOTS 17-18; BULK L: 1, 1X, LOTS 19-20; BULK M: 1, 1X, LOTS 21-22; BULK N: 1, 1X, LOTS 23-24; BULK O: 1, 1X, LOTS 25-26; BULK P: 1, 1X, LOTS 27-28; BULK Q: 1, 1X, LOTS 29-30; BULK R: 1, 1X, LOTS 31-32; BULK S: 1, 1X, LOTS 33-34; BULK T: 1, 1X, LOTS 35-36; BULK U: 1, 1X, LOTS 37-38; BULK V: 1, 1X, LOTS 39-40; BULK W: 1, 1X, LOTS 41-42; BULK X: 1, 1X, LOTS 43-44; BULK Y: 1, 1X, LOTS 45-46; BULK Z: 1, 1X, LOTS 47-48; BULK AA: 1, 1X, LOTS 49-50; BULK AB: 1, 1X, LOTS 51-52; BULK AC: 1, 1X, LOTS 53-54; BULK AD: 1, 1X, LOTS 55-56; BULK AE: 1, 1X, LOTS 57-58; BULK AF: 1, 1X, LOTS 59-60; BULK AG: 1, 1X, LOTS 61-62; BULK AH: 1, 1X, LOTS 63-64; BULK AI: 1, 1X, LOTS 65-66; BULK AJ: 1, 1X, LOTS 67-68; BULK AK: 1, 1X, LOTS 69-70; BULK AL: 1, 1X, LOTS 71-72; BULK AM: 1, 1X, LOTS 73-74; BULK AN: 1, 1X, LOTS 75-76; BULK AO: 1, 1X, LOTS 77-78; BULK AP: 1, 1X, LOTS 79-80; BULK AQ: 1, 1X, LOTS 81-82; BULK AR: 1, 1X, LOTS 83-84; BULK AS: 1, 1X, LOTS 85-86; BULK AT: 1, 1X, LOTS 87-88; BULK AU: 1, 1X, LOTS 89-90; BULK AV: 1, 1X, LOTS 91-92; BULK AW: 1, 1X, LOTS 93-94; BULK AX: 1, 1X, LOTS 95-96; BULK AY: 1, 1X, LOTS 97-98; BULK AZ: 1, 1X, LOTS 99-100; BULK BA: 1, 1X, LOTS 101-102; BULK BB: 1, 1X, LOTS 103-104; BULK BC: 1, 1X, LOTS 105-106; BULK BD: 1, 1X, LOTS 107-108; BULK BE: 1, 1X, LOTS 109-110; BULK BF: 1, 1X, LOTS 111-112; BULK BG: 1, 1X, LOTS 113-114; BULK BH: 1, 1X, LOTS 115-116; BULK BI: 1, 1X, LOTS 117-118; BULK BJ: 1, 1X, LOTS 119-120; BULK BK: 1, 1X, LOTS 121-122; BULK BL: 1, 1X, LOTS 123-124; BULK BM: 1, 1X, LOTS 125-126; BULK BN: 1, 1X, LOTS 127-128; BULK BO: 1, 1X, LOTS 129-130; BULK BP: 1, 1X, LOTS 131-132; BULK BQ: 1, 1X, LOTS 133-134; BULK BR: 1, 1X, LOTS 135-136; BULK BS: 1, 1X, LOTS 137-138; BULK BT: 1, 1X, LOTS 139-140; BULK BU: 1, 1X, LOTS 141-142; BULK BV: 1, 1X, LOTS 143-144; BULK BW: 1, 1X, LOTS 145-146; BULK BX: 1, 1X, LOTS 147-148; BULK BY: 1, 1X, LOTS 149-150; BULK BZ: 1, 1X, LOTS 151-152; BULK CA: 1, 1X, LOTS 153-154; BULK CB: 1, 1X, LOTS 155-156; BULK CC: 1, 1X, LOTS 157-158; BULK CD: 1, 1X, LOTS 159-160; BULK CE: 1, 1X, LOTS 161-162; BULK CF: 1, 1X, LOTS 163-164; BULK CG: 1, 1X, LOTS 165-166; BULK CH: 1, 1X, LOTS 167-168; BULK CI: 1, 1X, LOTS 169-170; BULK CJ: 1, 1X, LOTS 171-172; BULK CK: 1, 1X, LOTS 173-174; BULK CL: 1, 1X, LOTS 175-176; BULK CM: 1, 1X, LOTS 177-178; BULK CN: 1, 1X, LOTS 179-180; BULK CO: 1, 1X, LOTS 181-182; BULK CP: 1, 1X, LOTS 183-184; BULK CQ: 1, 1X, LOTS 185-186; BULK CR: 1, 1X, LOTS 187-188; BULK CS: 1, 1X, LOTS 189-190; BULK CT: 1, 1X, LOTS 191-192; BULK CU: 1, 1X, LOTS 193-194; BULK CV: 1, 1X, LOTS 195-196; BULK CW: 1, 1X, LOTS 197-198; BULK CX: 1, 1X, LOTS 199-200; BULK CY: 1, 1X, LOTS 201-202; BULK CZ: 1, 1X, LOTS 203-204; BULK DA: 1, 1X, LOTS 205-206; BULK DB: 1, 1X, LOTS 207-208; BULK DC: 1, 1X, LOTS 209-210; BULK DD: 1, 1X, LOTS 211-212; BULK DE: 1, 1X, LOTS 213-214; BULK DF: 1, 1X, LOTS 215-216; BULK DG: 1, 1X, LOTS 217-218; BULK DH: 1, 1X, LOTS 219-220; BULK DI: 1, 1X, LOTS 221-222; BULK DJ: 1, 1X, LOTS 223-224; BULK DK: 1, 1X, LOTS 225-226; BULK DL: 1, 1X, LOTS 227-228; BULK DM: 1, 1X, LOTS 229-230; BULK DN: 1, 1X, LOTS 231-232; BULK DO: 1, 1X, LOTS 233-234; BULK DP: 1, 1X, LOTS 235-236; BULK DQ: 1, 1X, LOTS 237-238; BULK DR: 1, 1X, LOTS 239-240; BULK DS: 1, 1X, LOTS 241-242; BULK DT: 1, 1X, LOTS 243-244; BULK DU: 1, 1X, LOTS 245-246; BULK DV: 1, 1X, LOTS 247-248; BULK DW: 1, 1X, LOTS 249-250; BULK DX: 1, 1X, LOTS 251-252; BULK DY: 1, 1X, LOTS 253-254; BULK DZ: 1, 1X, LOTS 255-256; BULK EA: 1, 1X, LOTS 257-258; BULK EB: 1, 1X, LOTS 259-260; BULK EC: 1, 1X, LOTS 261-262; BULK ED: 1, 1X, LOTS 263-264; BULK EE: 1, 1X, LOTS 265-266; BULK EF: 1, 1X, LOTS 267-268; BULK EG: 1, 1X, LOTS 269-270; BULK EH: 1, 1X, LOTS 271-272; BULK EI: 1, 1X, LOTS 273-274; BULK EJ: 1, 1X, LOTS 275-276; BULK EK: 1, 1X, LOTS 277-278; BULK EL: 1, 1X, LOTS 279-280; BULK EM: 1, 1X, LOTS 281-282; BULK EN: 1, 1X, LOTS 283-284; BULK EO: 1, 1X, LOTS 285-286; BULK EP: 1, 1X, LOTS 287-288; BULK EQ: 1, 1X, LOTS 289-290; BULK ER: 1, 1X, LOTS 291-292; BULK ES: 1, 1X, LOTS 293-294; BULK ET: 1, 1X, LOTS 295-296; BULK EU: 1, 1X, LOTS 297-298; BULK EV: 1, 1X, LOTS 299-300; BULK EW: 1, 1X, LOTS 301-302; BULK EX: 1, 1X, LOTS 303-304; BULK EY: 1, 1X, LOTS 305-306; BULK EZ: 1, 1X, LOTS 307-308; BULK FA: 1, 1X, LOTS 309-310; BULK FB: 1, 1X, LOTS 311-312; BULK FC: 1, 1X, LOTS 313-314; BULK FD: 1, 1X, LOTS 315-316; BULK FE: 1, 1X, LOTS 317-318; BULK FF: 1, 1X, LOTS 319-320; BULK FG: 1, 1X, LOTS 321-322; BULK FH: 1, 1X, LOTS 323-324; BULK FI: 1, 1X, LOTS 325-326; BULK FJ: 1, 1X, LOTS 327-328; BULK FK: 1, 1X, LOTS 329-330; BULK FL: 1, 1X, LOTS 331-332; BULK FM: 1, 1X, LOTS 333-334; BULK FN: 1, 1X, LOTS 335-336; BULK FO: 1, 1X, LOTS 337-338; BULK FP: 1, 1X, LOTS 339-340; BULK FQ: 1, 1X, LOTS 341-342; BULK FR: 1, 1X, LOTS 343-344; BULK FS: 1, 1X, LOTS 345-346; BULK FT: 1, 1X, LOTS 347-348; BULK FU: 1, 1X, LOTS 349-350; BULK FV: 1, 1X, LOTS 351-352; BULK FW: 1, 1X, LOTS 353-354; BULK FX: 1, 1X, LOTS 355-356; BULK FY: 1, 1X, LOTS 357-358; BULK FZ: 1, 1X, LOTS 359-360; BULK GA: 1, 1X, LOTS 361-362; BULK GB: 1, 1X, LOTS 363-364; BULK GC: 1, 1X, LOTS 365-366; BULK GD: 1, 1X, LOTS 367-368; BULK GE: 1, 1X, LOTS 369-370; BULK GF: 1, 1X, LOTS 371-372; BULK GH

OWNER / DEVELOPER	PLANNER / ENGINEER / SURVEYOR
NAME: HILLWOOD COMMUNITIES	
ADDRESS: 3000 TURTLE CREEK BLVD	
DALLAS, TEXAS 75219	
PHONE: (972) 201-2849	
FAX: (-)	
CONTACT: KYLE JOYCE	Phone (469) 213-1800 1110 Frisco Parkway, Suite 400 TollFree (888) 937-5910 Frisco, TX 75093 westwoodps.com
EMAIL: KYLE.JOYCE@HILLWOOD.COM	Westwood Professional Services, Inc. TEBPS FIRM REGISTRATION NO. 10074301 TEBPS FIRM REGISTRATION NO. 10074301

DATE: MAY 2024	DESIGNED: CEM	14 OF 27
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	
CITY CASE #: ---	REVIEWER: TRS	



0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- MAJOR CONTOUR
- MINOR CONTOUR
- 100' YR FLOODPLAIN
- WATERS OF THE US
- PROPOSED STORM
- CURB INLET
- DRAINAGE DIVIDE
- DRAINAGE FLOW DIRECTION
- DRAINAGE AREA NAME
- DRAINAGE AREA (ACRES)

- NOTES:
- ALL PIPES 24" UNLESS OTHERWISE NOTED.
 - STORM WILL BE PLACED ALONG STREET CENTERLINE.
 - ALL INLETS ARE 10" INLETS UNLESS OTHERWISE NOTED.
 - ALL HEADWALLS CONNECTED TO 48" OR LESS RCP SHALL BE SLOPED HEADWALLS AND CONSTRUCTED ACCORDING TO THE CITY OF JUSTIN STANDARD DETAILS.
 - ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
 - ALL STREET AND STORM SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN
 - ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUST



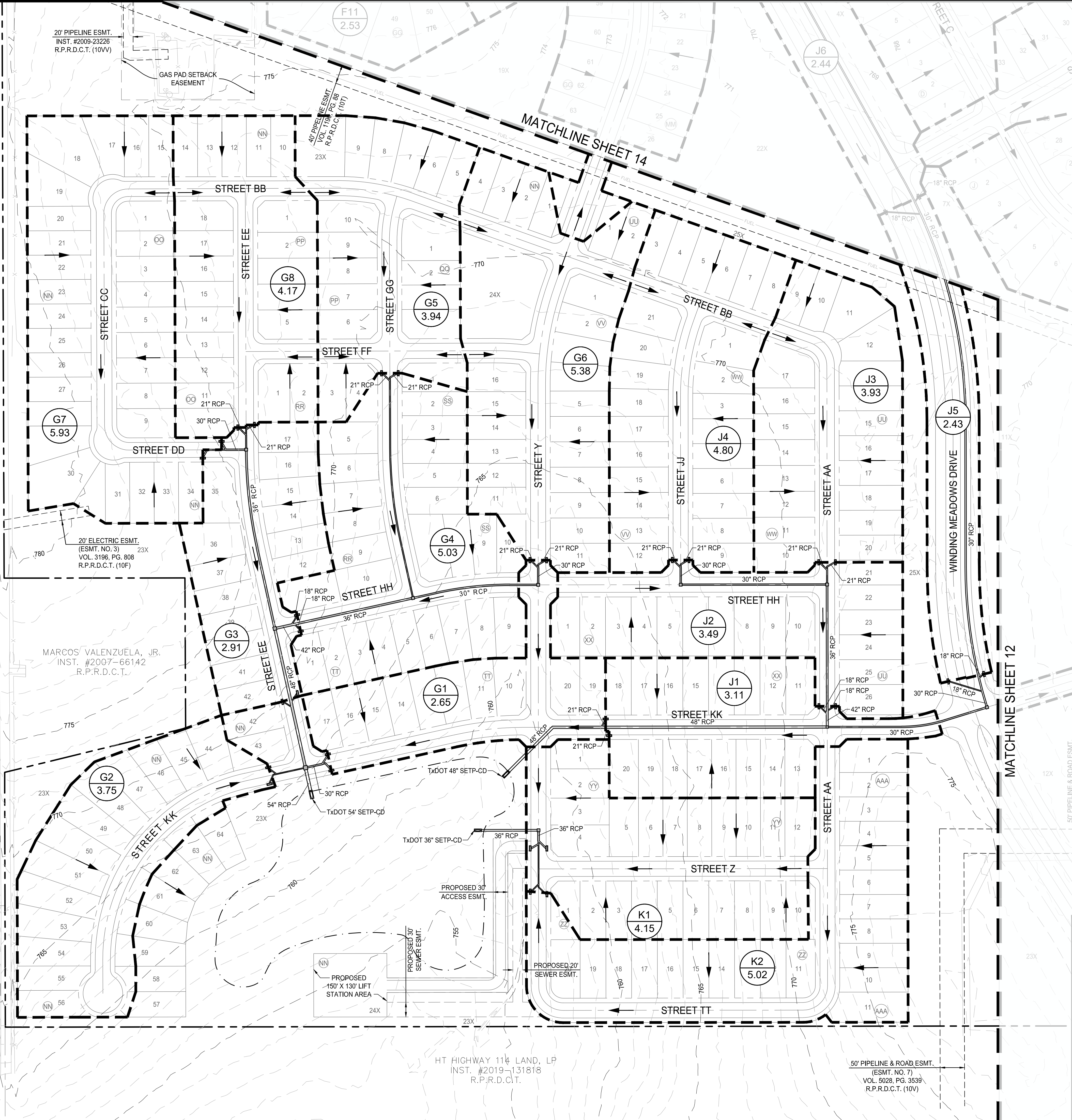
KEY MAP
N.T.S.

A PRELIMINARY DRAINAGE PLAN FOR
TREELINE PHASE 2

SITUATED IN THE W.D. REDD SURVEY, ABSTRACT NUMBER 1125, THE W.C. BROOKFIELD SURVEY, ABSTRACT NUMBER 34, THE W.A. FERRIS SURVEY, ABSTRACT NUMBER 419, AND THE C. BOEGER SURVEY, ABSTRACT NUMBER 121, DENTON, COUNTY, TEXAS.
451.047 ACRE TRACT CONTAINING 1X, 2X, LOTS 1-27, BLK A-1X, LOTS 1-12, BLK B-1X, LOTS 1-18, BLK C-1X, LOTS 1-20, BLK D-1X, LOTS 1-30, BLK E-1X, LOTS 1-18, BLK F-1X, LOTS 1-22, BLK G-1X, LOTS 1-28, BLK H-1X, LOTS 1-30, BLK I-1X, LOTS 1-15, BLK J-1X, LOTS 1-22, BLK K-1X, LOTS 1-30, BLK L-1X, LOTS 1-30, BLK M-1X, LOTS 1-14, BLK N-1X, LOTS 1-18, BLK O-1X, LOTS 1-20, BLK P-1X, LOTS 1-22, BLK Q-1X, LOTS 1-22, BLK R-1X, LOTS 1-17, BLK S-1X, LOTS 1-18, BLK T-1X, LOTS 1-17, BLK U-1X, LOTS 1-17, BLK V-1X, LOTS 1-15, BLK W-1X, LOTS 1-18, BLK X-1X, LOTS 1-21, BLK Y-1X, LOTS 1-24, BLK Z-1X, LOTS 1-11, BLK AA-1X, LOTS 1-30, BLK BB-1X, LOTS 1-20, BLK CC-1X, LOTS 1-48, BLK DD-1X, LOTS 1-10, BLK EE-1X, LOTS 1-18, BLK FF-1X, LOTS 1-43, BLK GG-1X, LOTS 1-24, BLK HH-1X, LOTS 1-18, BLK II-1X, LOTS 1-13, BLK JJ-1X, LOTS 1-28, BLK KK-1X, LOTS 1-28, BLK LL-1X, LOTS 1-28, BLK MM-1X, LOTS 1-44, BLK NN-1X, LOTS 1-18, BLK OO-1X, LOTS 1-10, BLK PP-1X, LOTS 1-4, BLK QQ-1X, LOTS 1-17, BLK RR-1X, LOTS 1-15, BLK SS-1X, LOTS 1-17, BLK TT-1X, LOTS 1-20, BLK UU-1X, LOTS 1-21, BLK VV-1X, LOTS 1-17, BLK WW-1X, LOTS 1-20, BLK XX-1X, LOTS 1-20, BLK YY-1X, LOTS 1-20, BLK ZZ-1X, LOTS 1-11, BLK AAA-1X, LOTS 1-23, BLK BBB-1X, 6X, 14X, 17X, 21X FOR A TOTAL OF 1173 LOTS AND 25 COMMON LOTS.

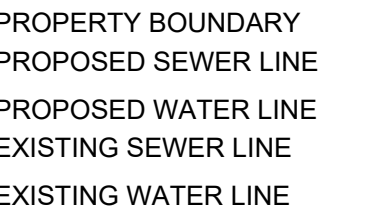
JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES		Westwood	
ADDRESS: 3000 TURTLE CREEK BLVD		Phone (469) 213-1800 1110 Frisco Parkway, Suite 400	
DALLAS, TEXAS 75219		TollFree (888) 937-6150 Frisco, TX 75033	
PHONE: (972) 201-2849		westwoodps.com	
FAX: (-)		Westwood Professional Services, Inc.	
CONTACT: KYLE JOYCE		TSP# 1984 REGISTRATION NO. P-11556	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		TSP# 1984 REGISTRATION NO. 10074801	
DATE:	MAY 2024	DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	15 OF 27
CITY CASE #:	---	REVIEWER: TRS	





LEGEND



1. OFFSITE SEWER WILL BE PART OF SEPARATE OFFSITE SEWER CONSTRUCTION PLANS THAT WILL ENCOMPASS CP2-CP9 LEGS OF THE JUSTIN WEST SIDE REGIONAL SEWER AGREEMENT.
2. OFFSITE WATER WILL BE PART OF THE SEPARATE OFFSITE WATERLINE CONSTRUCTION PLANS.
3. ALL WATERLINES TO BE 8" PVC UNLESS OTHERWISE SPECIFIED
4. ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
5. ALL WASTEWATER LINES TO BE 8" PVC UNLESS OTHERWISE SPECIFIED
6. ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN
7. ALL OPEN DRAINAGE AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN
8. ALL WATER AND SANITARY SEWER LINES SHALL MAINTAIN A MINIMUM 9' OF SEPARATION PER TCEQ STANDARDS
9. MINIMUM 500' FIRE HYDRANT SPACING

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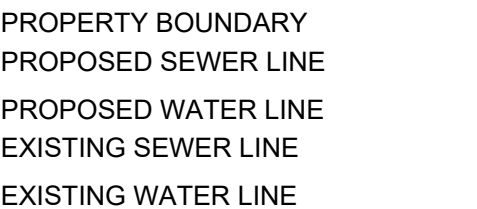
Westwood

Vestwood Professional Services, Inc.
BPE FIRM REGISTRATION NO. F-11756
BPLS FIRM REGISTRATION NO. 10074301

16 OF 27



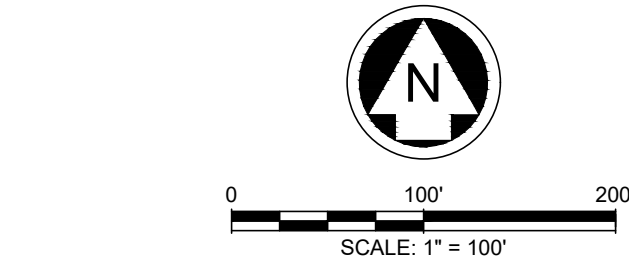
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9. MINIMUM 500' FIRE HYDRANT SPACING

[illegible]

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR		
NAME: HILLWOOD COMMUNITIES				
ADDRESS: 3000 TURTLE CREEK BLVD				
DALLAS, TEXAS 75219				
PHONE: (972) 201-2849				
FAX: (-)		Phone	(469) 213-1800	1110 Frisco Parkway, Suite 400
CONTACT: KYLE JOYCE		TollFree	(888) 937-6150	Frisco, TX 75095
EMAIL: KYLE.JOYCE@HILLWOOD.COM		westwood.com		
		Westwood Professional Services, Inc. 1205 FIRM REGISTRATION NO. 100743001 TBLR FIRM REGISTRATION NO. 10074301		
DATE:	MAY 2024	DESIGNED:	CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN:	MCS	17 OF 27
CITY CASE #:	---	REVIEWER:	TRM	



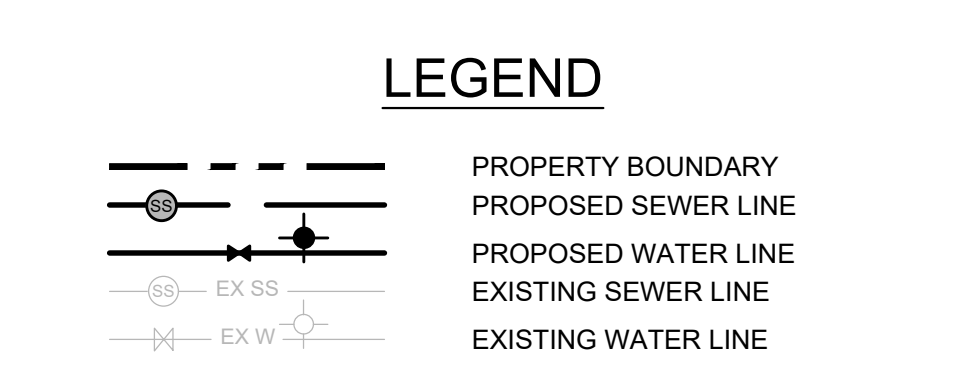
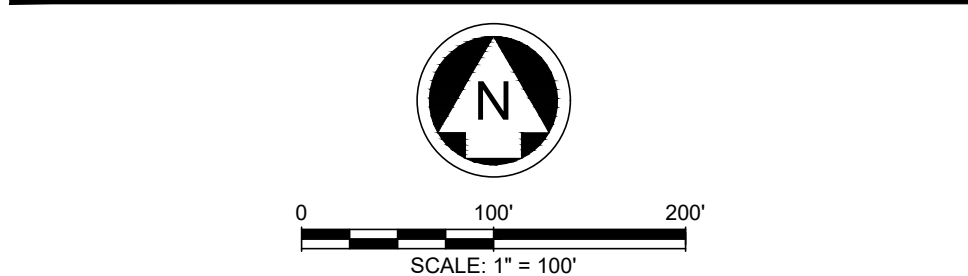
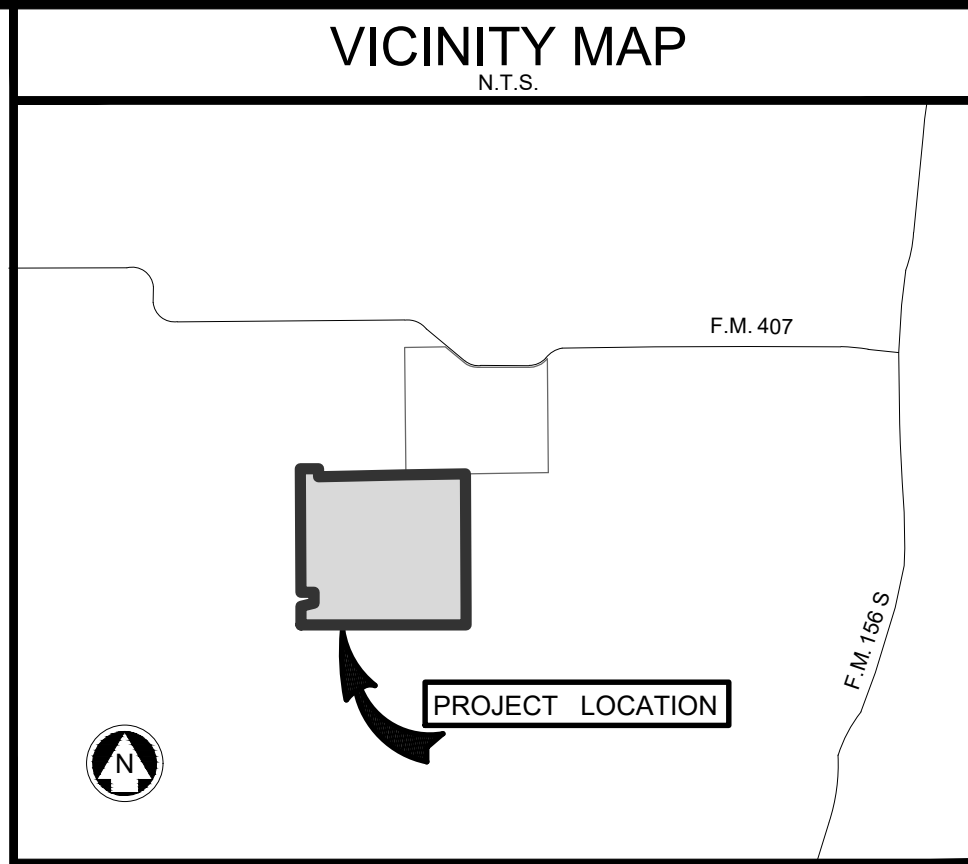
PROPERTY BOUNDARY
PROPOSED SEWER LINE
PROPOSED WATER LINE
EXISTING SEWER LINE
EXISTING WATER LINE

- NOTES:
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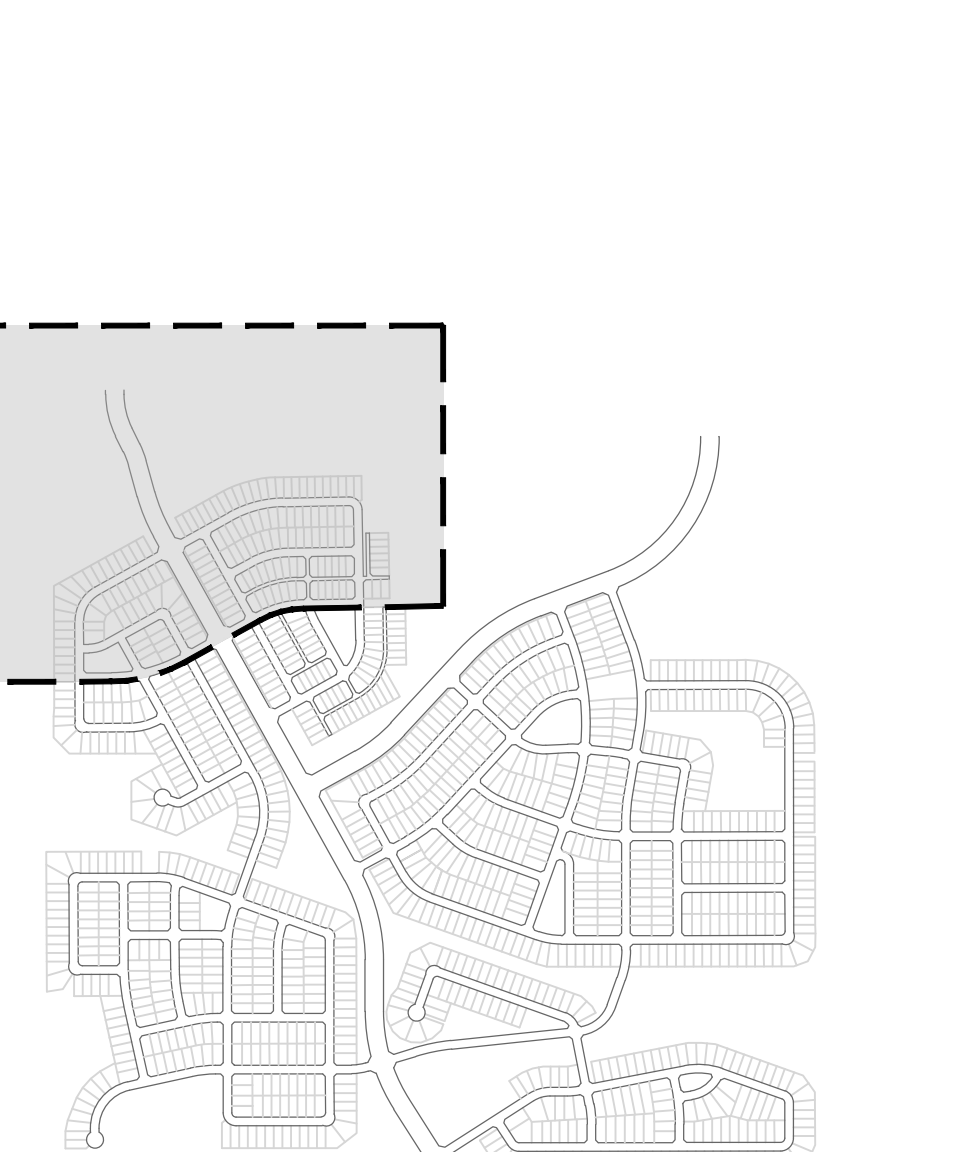
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<u>OWNER / DEVELOPER</u> NAME: HILLWOOD COMMUNITIES ADDRESS: 3000 TURTLE CREEK BLVD DALLAS, TEXAS 75219 PHONE: (972) 201-2849 FAX: (-) CONTACT: KYLE JOYCE EMAIL: KYLE.JOYCE@HILLWOOD.COM	<u>PLANNER / ENGINEER / SURVEYOR</u>  Phone (469) 213-1800 1110 Frisco Parkway, Suite 400 Toll Free (888) 937-5150 Frisco, TX 75093 westwood.com Westwood Professional Services, Inc. TIRE FIRM REGISTRATION NO. F-11736 TIRE FIRM REGISTRATION NO. 10001
--	---

DATE: MAY 2024	DESIGNED: CEM	SHEET 18 OF 27
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	
CITY CASE #: ---	REVIEWER: TRS	



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KEY MAP
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A PRELIMINARY UTILITY PLAN FOR TREELINE PHASE 2

SITUATED IN THE W.D. REDD SURVEY, ABSTRACT NUMBER 1125, THE W.C. BROOKFIELD SURVEY, ABSTRACT NUMBER 34, THE W.A. FERRIS SURVEY, ABSTRACT NUMBER 419, AND THE C.B.OEGER SURVEY, ABSTRACT NUMBER 121, DENTON, COUNTY, TEXAS.

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JUSTIN ET J, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES		Westwood	
ADDRESS: 3000 TURTLE CREEK BLVD		Phone (469) 213-1800 1110 Frisco Parkway, Suite 400	
DALLAS, TEXAS 75219		TollFree (866) 937-6150 Frisco, TX 75063	
PHONE: (972) 201-2849		westwoodps.com	
FAX: (-)		Westwood Professional Services, Inc.	
CONTACT: KYLE JOYCE		TSPS FIRM REGISTRATION NO. P-11556	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		TSPS FIRM REGISTRATION NO. 10074801	
DATE:	MAY 2024	DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	19 OF 27
CITY CASE #:	---	REVIEWER: TRS	

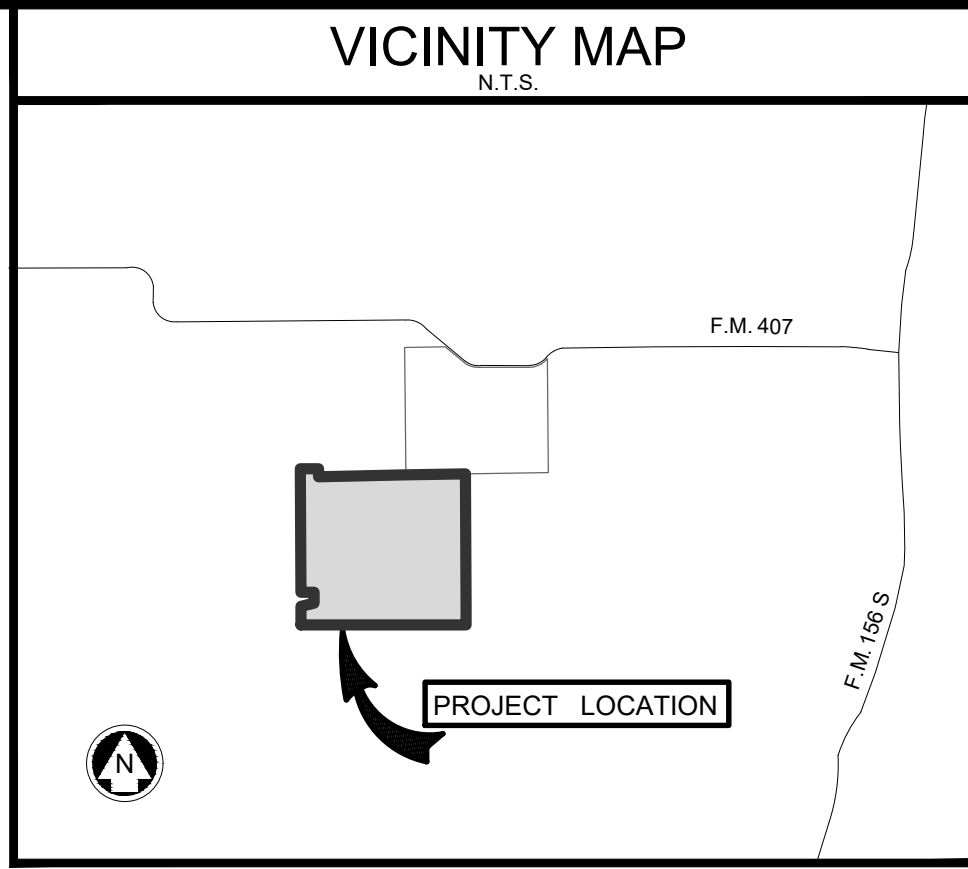
Drawing: C:\Users\jboyce\OneDrive\Desktop\Designs\22_Entirement\322_Preliminary\Hillwood\0050990-C-UTILITY
Last Saved: 4/26/2024 4:17 PM
Plot Date/Time: 5/1/2024 9:58 AM



1. OFFSITE SEWER WILL BE PART OF SEPARATE OFFSITE SEWER CONSTRUCTION PLANS THAT WILL ENCOMPASS CP2-CP9 LEGS OF THE JUSTIN WEST SIDE REGIONAL SEWER AGREEMENT.
2. OFFSITE WATER WILL BE PART OF THE SEPARATE OFFSITE WATERLINE CONSTRUCTION PLANS.
3. ALL WATERLINES TO BE 8" PVC UNLESS OTHERWISE SPECIFIED
4. ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
5. ALL WASTEWATER LINES TO BE 8" PVC UNLESS OTHERWISE SPECIFIED
6. ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN
7. ALL OPEN SPACES AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN
8. ALL WATER AND SANITARY SEWER LINES SHALL MAINTAIN A MINIMUM 9' OF SEPARATION PER TCEQ STANDARDS
9. MINIMUM 500' FIRE HYDRANT SPACING

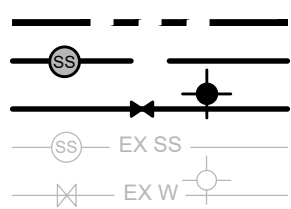
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OWNER/DEVELOPER NAME: HILLWOOD COMMUNITIES ADDRESS: 3000 TURTLE CREEK BLVD DALLAS, TEXAS 75219 PHONE: (972) 201-2849 FAX: (-) CONTACT: KYLE JOYCE EMAIL: KYLE.JOYCE@HILLWOOD.COM		PLANNER / ENGINEER / SURVEYOR  Phone (469) 213-1800 1110 Frisco Parkway, Suite 400 Toll Free (888) 937-1810 Frisco, TX 75033 westwoodcs.com Westwood Professional Services, Inc. TERRA FIRM REGISTRATION NO. 1-11758 TERRA FIRM REGISTRATION NO. 10014501	
DATE: MAY 2024	DESIGNED: CEM	SHEET	
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	20 OF 27	
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0 100' 200'
SCALE: 1" = 100'

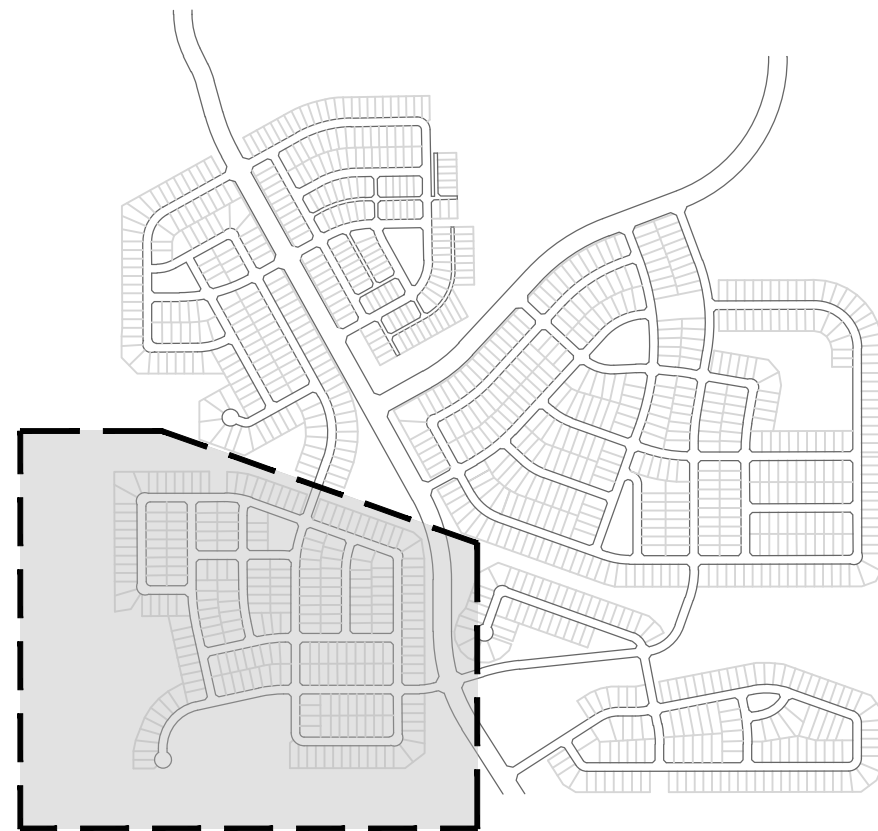
LEGEND



PROPERTY BOUNDARY
PROPOSED SEWER LINE
PROPOSED WATER LINE
EXISTING SEWER LINE
EXISTING WATER LINE

NOTES:

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KEY MAP
N.T.S.

A PRELIMINARY UTILITY PLAN FOR
TREELINE PHASE 2

SITUATED IN THE W.D. REDD SURVEY, ABSTRACT NUMBER 1125, THE W.C. BROOKFIELD SURVEY, ABSTRACT NUMBER 34, THE W.A. FERRIS SURVEY, ABSTRACT NUMBER 419, AND THE C.B.OEGER SURVEY, ABSTRACT NUMBER 121, DENTON, COUNTY, TEXAS.
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PHONE: (972) 201-2849		westwoodps.com	
FAX: (-)		Westwood Professional Services, Inc.	
CONTACT: KYLE JOYCE		TSP# 1944 REGISTRATION NO. 191556	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		TSP# 1944 REGISTRATION NO. 19074801	
DATE:	MAY 2024	DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	21 OF 27
CITY CASE #:	---	REVIEWER: TRS	



LEGEND

- NOTES:
1. REFER TO CITY OF JUSTIN ON NOTES AND STANDARD DETAILS.
 2. CENTER OF LIGHT POLES AND STREET SIGNS TO BE LOCATED 1.5' OFF BACK OF CURB.
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DATE: MAY 2024	DESIGNED: CEM	SHEET	
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1561.04 ACRES TRACT DESCRIBED AS: 2X 2K LOTS 1-27, 1-3X 3K LOTS 1-12, 1-3X 4K LOTS 1-19, 1-3X 5K LOTS 1-24, 1-3X 6K LOTS 1-33, 1-3X 7K LOTS 1-48, 1-3X 8K LOTS 1-63, 1-3X 9K LOTS 1-78, 1-3X 10K LOTS 1-93, 1-3X 11K LOTS 1-108, 1-3X 12K LOTS 1-123, 1-3X 13K LOTS 1-138, 1-3X 14K LOTS 1-153, 1-3X 15K LOTS 1-168, 1-3X 16K LOTS 1-183, 1-3X 17K LOTS 1-198, 1-3X 18K LOTS 1-213, 1-3X 19K LOTS 1-228, 1-3X 20K LOTS 1-243, 1-3X 21K LOTS 1-258, 1-3X 22K LOTS 1-273, 1-3X 23K LOTS 1-288, 1-3X 24K LOTS 1-303, 1-3X 25K LOTS 1-318, 1-3X 26K LOTS 1-333, 1-3X 27K LOTS 1-348, 1-3X 28K LOTS 1-363, 1-3X 29K LOTS 1-378, 1-3X 30K LOTS 1-393, 1-3X 31K LOTS 1-408, 1-3X 32K LOTS 1-423, 1-3X 33K LOTS 1-438, 1-3X 34K LOTS 1-453, 1-3X 35K LOTS 1-468, 1-3X 36K LOTS 1-483, 1-3X 37K LOTS 1-498, 1-3X 38K LOTS 1-513, 1-3X 39K LOTS 1-528, 1-3X 40K LOTS 1-543, 1-3X 41K LOTS 1-558, 1-3X 42K LOTS 1-573, 1-3X 43K LOTS 1-588, 1-3X 44K LOTS 1-603, 1-3X 45K LOTS 1-618, 1-3X 46K LOTS 1-633, 1-3X 47K LOTS 1-648, 1-3X 48K LOTS 1-663, 1-3X 49K LOTS 1-678, 1-3X 50K LOTS 1-693, 1-3X 51K LOTS 1-708, 1-3X 52K LOTS 1-723, 1-3X 53K LOTS 1-738, 1-3X 54K LOTS 1-753, 1-3X 55K LOTS 1-768, 1-3X 56K LOTS 1-783, 1-3X 57K LOTS 1-798, 1-3X 58K LOTS 1-813, 1-3X 59K LOTS 1-828, 1-3X 60K LOTS 1-843, 1-3X 61K LOTS 1-858, 1-3X 62K LOTS 1-873, 1-3X 63K LOTS 1-888, 1-3X 64K LOTS 1-903, 1-3X 65K LOTS 1-918, 1-3X 66K LOTS 1-933, 1-3X 67K LOTS 1-948, 1-3X 68K LOTS 1-963, 1-3X 69K LOTS 1-978, 1-3X 70K LOTS 1-993, 1-3X 71K LOTS 1-1008, 1-3X 72K LOTS 1-1023, 1-3X 73K LOTS 1-1038, 1-3X 74K LOTS 1-1053, 1-3X 75K LOTS 1-1068, 1-3X 76K LOTS 1-1083, 1-3X 77K LOTS 1-1098, 1-3X 78K LOTS 1-1113, 1-3X 79K LOTS 1-1128, 1-3X 80K LOTS 1-1143, 1-3X 81K LOTS 1-1158, 1-3X 82K LOTS 1-1173, 1-3X 83K LOTS 1-1188, 1-3X 84K LOTS 1-1203, 1-3X 85K LOTS 1-1218, 1-3X 86K LOTS 1-1233, 1-3X 87K LOTS 1-1248, 1-3X 88K LOTS 1-1263, 1-3X 89K LOTS 1-1278, 1-3X 90K LOTS 1-1293, 1-3X 91K LOTS 1-1308, 1-3X 92K LOTS 1-1323, 1-3X 93K LOTS 1-1338, 1-3X 94K LOTS 1-1353, 1-3X 95K LOTS 1-1368, 1-3X 96K LOTS 1-1383, 1-3X 97K LOTS 1-1398, 1-3X 98K LOTS 1-1413, 1-3X 99K LOTS 1-1428, 1-3X 100K LOTS 1-1443, 1-3X 101K LOTS 1-1458, 1-3X 102K LOTS 1-1473, 1-3X 103K LOTS 1-1488, 1-3X 104K LOTS 1-1503, 1-3X 105K LOTS 1-1518, 1-3X 106K LOTS 1-1533, 1-3X 107K LOTS 1-1548, 1-3X 108K LOTS 1-1563, 1-3X 109K LOTS 1-1578, 1-3X 110K LOTS 1-1593, 1-3X 111K LOTS 1-1608, 1-3X 112K LOTS 1-1623, 1-3X 113K LOTS 1-1638, 1-3X 114K LOTS 1-1653, 1-3X 115K LOTS 1-1668, 1-3X 116K LOTS 1-1683, 1-3X 117K LOTS 1-1698, 1-3X 118K LOTS 1-1713, 1-3X 119K LOTS 1-1728, 1-3X 120K LOTS 1-1743, 1-3X 121K LOTS 1-1758, 1-3X 122K LOTS 1-1773, 1-3X 123K LOTS 1-1788, 1-3X 124K LOTS 1-1803, 1-3X 125K LOTS 1-1818, 1-3X 126K LOTS 1-1833, 1-3X 127K LOTS 1-1848, 1-3X 128K LOTS 1-1863, 1-3X 129K LOTS 1-1878, 1-3X 130K LOTS 1-1893, 1-3X 131K LOTS 1-1908, 1-3X 132K LOTS 1-1923, 1-3X 133K LOTS 1-1938, 1-3X 134K LOTS 1-1953, 1-3X 135K LOTS 1-1968, 1-3X 136K LOTS 1-1983, 1-3X 137K LOTS 1-1998, 1-3X 138K LOTS 1-2013, 1-3X 139K LOTS 1-2028, 1-3X 140K LOTS 1-2043, 1-3X 141K LOTS 1-2058, 1-3X 142K LOTS 1-2073, 1-3X 143K LOTS 1-2088, 1-3X 144K LOTS 1-2103, 1-3X 145K LOTS 1-2118, 1-3X 146K LOTS 1-2133, 1-3X 147K LOTS 1-2148, 1-3X 148K LOTS 1-2163, 1-3X 149K LOTS 1-2178, 1-3X 150K LOTS 1-2193, 1-3X 151K LOTS 1-2208, 1-3X 152K LOTS 1-2223, 1-3X 153K LOTS 1-2238, 1-3X 154K LOTS 1-2253, 1-3X 155K LOTS 1-2268, 1-3X 156K LOTS 1-2283, 1-3X 157K LOTS 1-2298, 1-3X 158K LOTS 1-2313, 1-3X 159K LOTS 1-2328, 1-3X 160K LOTS 1-2343, 1-3X 161K LOTS 1-2358, 1-3X 162K LOTS 1-2373, 1-3X 163K LOTS 1-2388, 1-3X 164K LOTS 1-2403, 1-3X 165K LOTS 1-2418, 1-3X 166K LOTS 1-2433, 1-3X 167K LOTS 1-2448, 1-3X 168K LOTS 1-2463, 1-3X 169K LOTS 1-2478, 1-3X 170K LOTS 1-2493, 1-3X 171K LOTS 1-2508, 1-3X 172K LOTS 1-2523, 1-3X 173K LOTS 1-2538, 1-3X 174K LOTS 1-2553, 1-3X 175K LOTS 1-2568, 1-3X 176K LOTS 1-2583, 1-3X 177K LOTS 1-2598, 1-3X 178K LOTS 1-2613, 1-3X 179K LOTS 1-2628, 1-3X 180K LOTS 1-2643, 1-3X 181K LOTS 1-2658, 1-3X 182K LOTS 1-2673, 1-3X 183K LOTS 1-2688, 1-3X 184K LOTS 1-2703, 1-3X 185K LOTS 1-2718, 1-3X 186K LOTS 1-2733, 1-3X 187K LOTS 1-2748, 1-3X 188K LOTS 1-2763, 1-3X 189K LOTS 1-2778, 1-3X 190K LOTS 1-2793, 1-3X 191K LOTS 1-2808, 1-3X 192K LOTS 1-2823, 1-3X 193K LOTS 1-2838, 1-3X 194K LOTS 1-2853, 1-3X 195K LOTS 1-2868, 1-3X 196K LOTS 1-2883, 1-3X 197K LOTS 1-2898, 1-3X 198K LOTS 1-2913, 1-3X 199K LOTS 1-2928, 1-3X 200K LOTS 1-2943, 1-3X 201K LOTS 1-2958, 1-3X 202K LOTS 1-2973, 1-3X 203K LOTS 1-2988, 1-3X 204K LOTS 1-3003, 1-3X 205K LOTS 1-3018, 1-3X 206K LOTS 1-3033, 1-3X 207K LOTS 1-3048, 1-3X 208K LOTS 1-3063, 1-3X 209K LOTS 1-3078, 1-3X 210K LOTS

PLANNER / ENGINEER / SURVEYOR

Westwood

Phone (469) 213-1800 1110 Frisco Parkway, Suite 400
Toll Free (888) 937-5150 Frisco, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
BPLS FIRM REGISTRATION NO. F-1756
BPLS FIRM REGISTRATION NO. 10074301

DESIGNED: CEM	SHEET 23 OF 27
DRAWN: MCM	
REVIEWER: TRS	

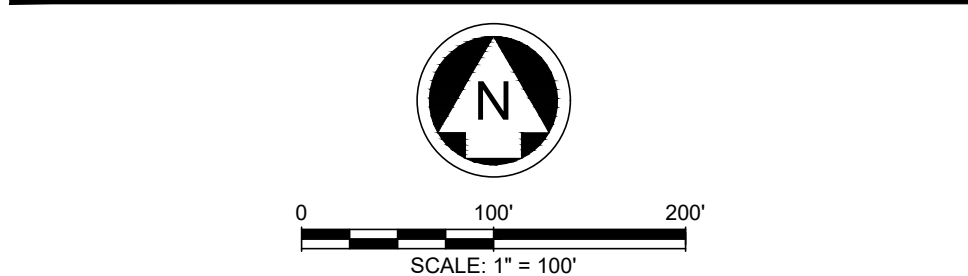
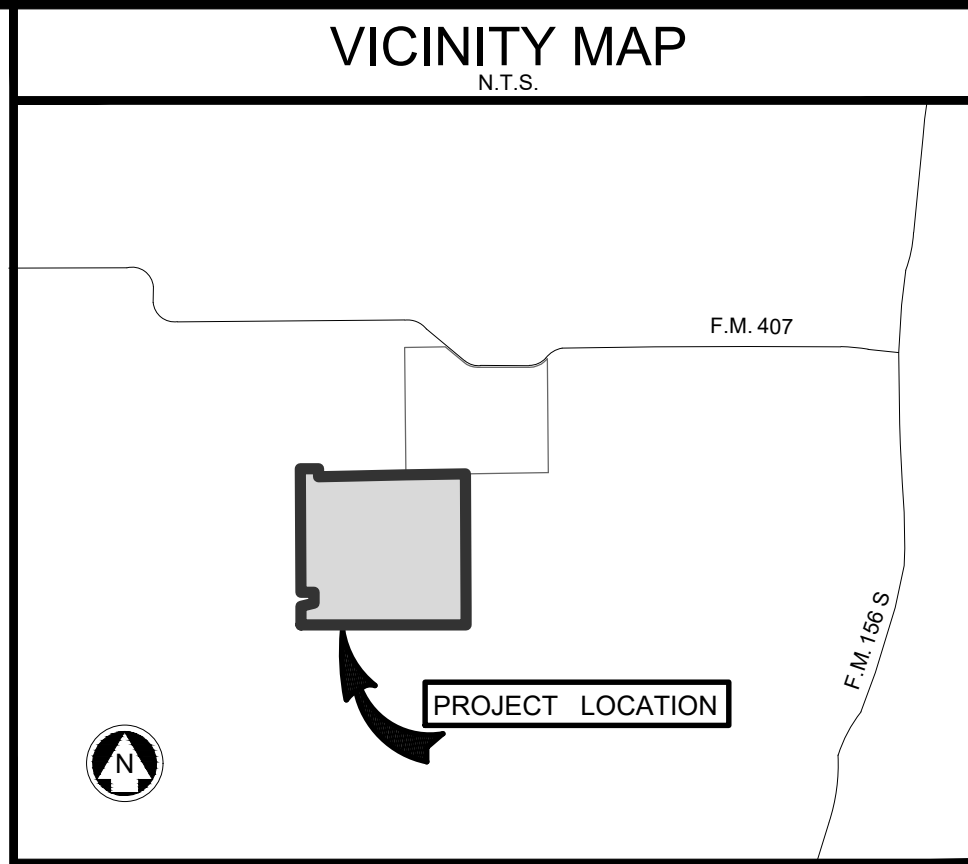


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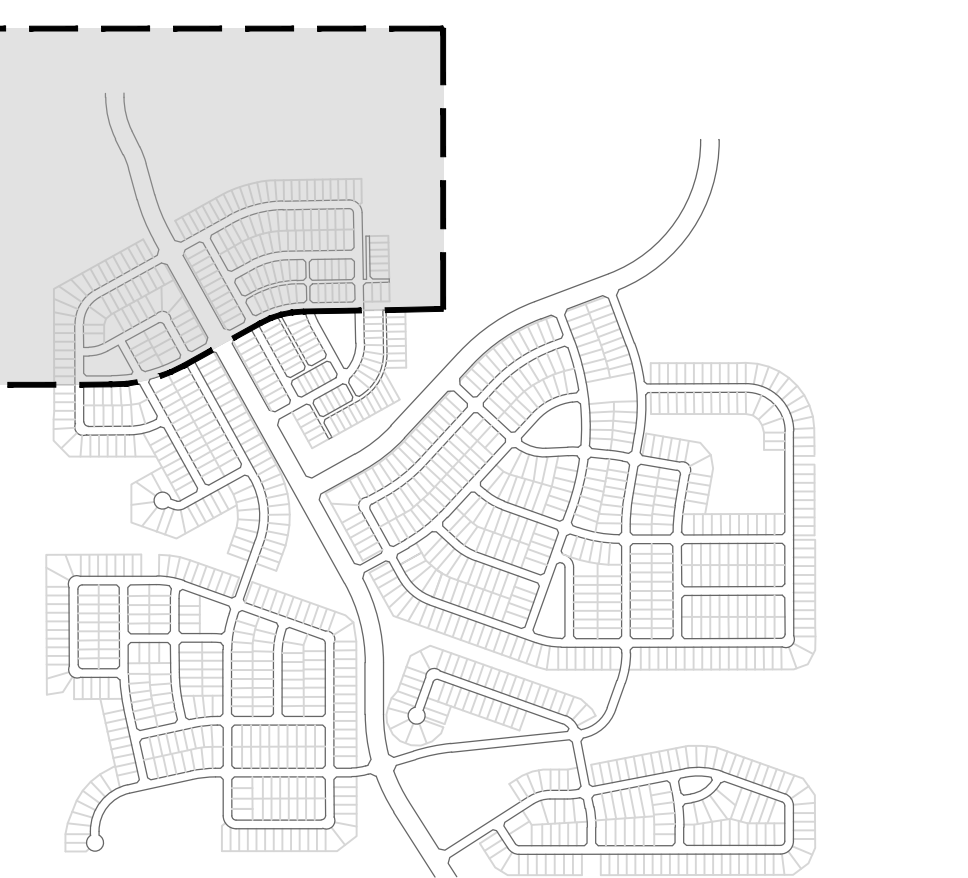
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- LEGEND**
- PHASE LINE
 - EXISTING MAJOR CONTOURS
 - EXISTING MINOR CONTOURS
 - PROPOSED LIGHT POLE 1-FIXTURE
 - PROPOSED STREET SIGN
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JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER	PLANNER / ENGINEER / SURVEYOR
NAME: HILLWOOD COMMUNITIES ADDRESS: 3000 TURTLE CREEK BLVD DALLAS, TEXAS 75219 PHONE: (972) 201-2849 FAX: (-) CONTACT: KYLE JOYCE EMAIL: KYLE.JOYCE@HILLWOOD.COM	Westwood Phone (469) 213-1800 1110 Frisco Parkway, Suite 400 TollFree (888) 937-6150 Frisco, TX 75063 westwoodsps.com Westwood Professional Services, Inc. TSPS FIRM REGISTRATION NO. P-11556 TSPS FIRM REGISTRATION NO. 10074301
DATE: MAY 2024	DESIGNED: CEM
WESTWOOD PROJECT #: 0050990	DRAWN: MCM
CITY CASE #:	REVIEWER: TRS



MATCHLINE SHEET 22

MATCHLINE SHEET 26

WILKERSON, ET. UX.
VOL. 960, PG. 35
R.P.R.D.C.T.

W.E. WILKERSON, ET. UX.
VOL. 960, PG. 35
R.P.R.D.C.T.

50' PIPELINE & ROAD ESMT.
(ESMT. NO. 8)
VOL. 5028, PG. 3539
R.P.R.D.C.T. (10V)

40' PIPELINE ESMT.
VOL. 190 PG. 88
R.P.R.D.C.T. (10V)

20' PIPELINE ESMT.
INST. #2009-23226
R.P.R.D.C.T. (10V)

20' PIPELINE ESMT.
INST. #2009-23226
R.P.R.D.C.T. (10V)

APPROX. LOCATION 20'x30' SURFACE ESMT.
(BANNER #3 & 16H, BANNER-ADAMS #1 PAD)
INST. #2008-129066 & 2008-129067
R.P.R.D.C.T. (10QQ & 10RR)

GAS PAD SETBACK
EASEMENT

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EASEMENT

40' PIPELINE ESMT.
VOL. 190 PG. 88
R.P.R.D.C.T. (10V)

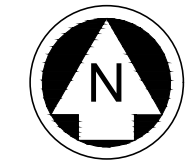
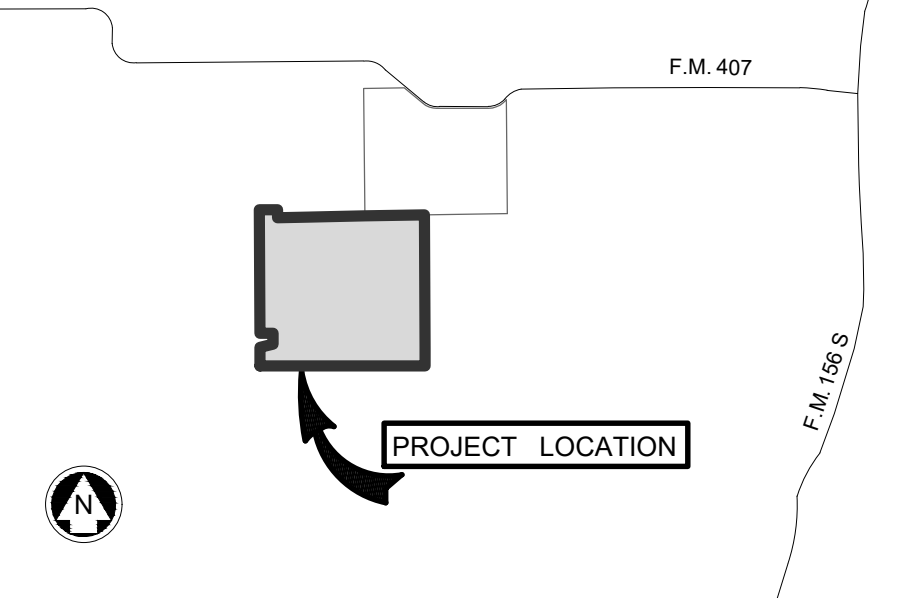
MATCHLINE SHEET 27

MATCHLINE SHEET 25

MATCHLINE SHEET 22

MATCHLINE SHEET 23

VICINITY MAP
N.T.S.



0 100' 200'
SCALE: 1" = 100'

LEGEND

- PHASE LINE
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- PROPOSED LIGHT POLE 1-FIXTURE
- PROPOSED STREET SIGN
- PROPOSED STOP SIGN

- NOTES:
- REFER TO CITY OF JUSTIN ON NOTES AND STANDARD DETAILS.
 - CENTER OF LIGHT POLES AND STREET SIGNS TO BE LOCATED 1.5' OFF BACK OF CURB.
 - REFER TO IRRIGATION PLANS FOR SLEEVE LOCATIONS
 - SIGN PLACEMENT AS REPRESENTATION ONLY, SEE CITY OF JUSTIN DETAILS FOR EXACT LOCATION.
 - ALL PUBLIC IMPROVEMENT SHALL MEET CITY OF JUSTIN STANDARDS.
 - ALL STREET AND STORM SEWER SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.
 - ALL OPEN SPACES& DRAINAGE EASEMENTS SHALL BE MAINTAINED BY MUD AND NOT CITY OF JUSTIN.



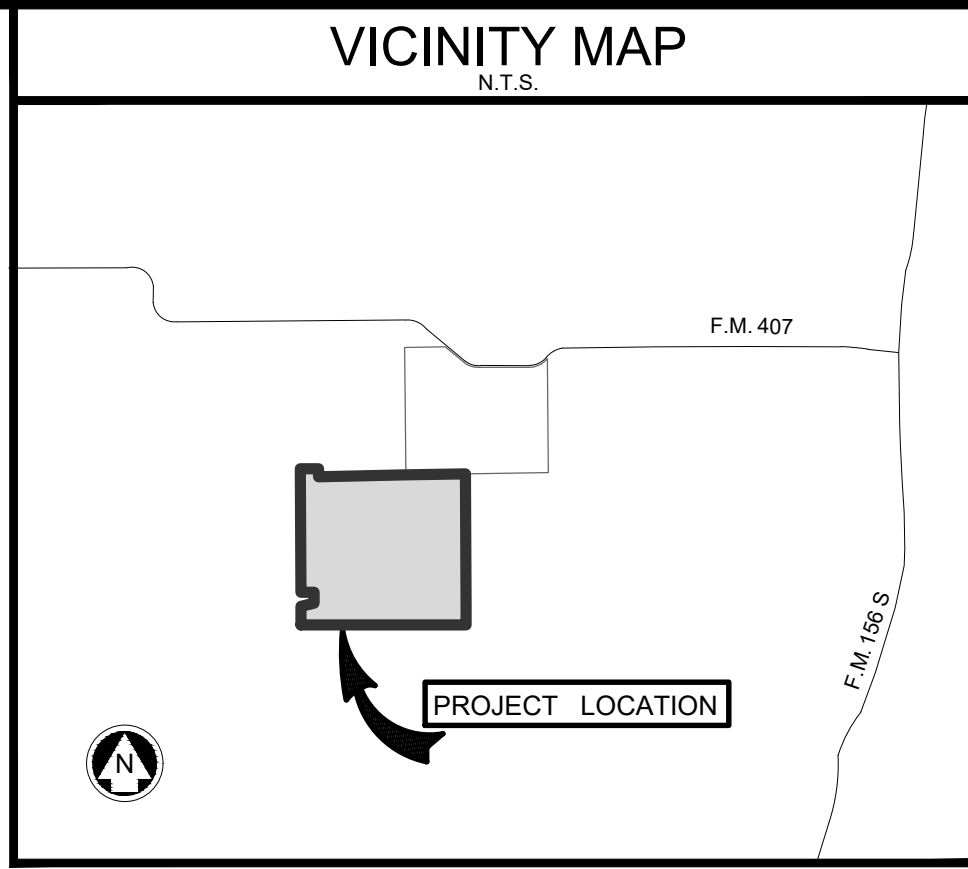
KEY MAP
N.T.S.

A PRELIMINARY LIGHTING PLAN FOR TREELINE PHASE 2

SITUATED IN THE W.D. REDD SURVEY, ABSTRACT NUMBER 1125, THE W.C. BROOKFIELD SURVEY, ABSTRACT NUMBER 34, THE W.A. FERRIS SURVEY, ABSTRACT NUMBER 419, AND THE C.BOEGER SURVEY, ABSTRACT NUMBER 121, DENTON, COUNTY, TEXAS.
451.047 ACRE TRACT CONTAINING 7X, 2X, LOTS 1-12, BLK B; LOTS 1-18, BLK C; 4X, LOTS 1-20, BLK D; LOTS 1-30, BLK E; LOTS 1-18, BLK F; LOTS 1-22, BLK G; LOTS 1-29, BLK H; 7X, LOTS 1-30, BLK I; LOTS 1-15, BLK J; LOTS 1-22, BLK K; LOTS 1-30, BLK L; LOTS 1-30, BLK M; LOTS 1-30, BLK N; LOTS 1-14, BLK O; LOTS 1-20, BLK P; LOTS 1-22, BLK Q; LOTS 1-22, BLK R; LOTS 1-17, BLK S; LOTS 1-18, BLK T; LOTS 1-17, BLK U; LOTS 1-14, BLK V; LOTS 1-18, BLK W; LOTS 1-18, BLK X; LOTS 1-21, BLK Y; LOTS 1-24, BLK Z; 18X, LOTS 1-11, BLK AA; LOTS 1-30, BLK BB; LOTS 1-30, BLK CC; LOTS 1-40, BLK DD; LOTS 1-10, BLK EE; 18X, LOTS 1-10, BLK FF; 18X, LOTS 1-40, BLK GG; 20X, LOTS 1-24, BLK HH; LOTS 1-44, BLK II; LOTS 1-13, BLK KK; LOTS 1-26, BLK LL; 22X, LOTS 1-26, BLK MM; 23X, LOTS 1-44, BLK NN; LOTS 1-18, BLK OO; LOTS 1-10, BLK PP; 24X, LOTS 1-4, BLK QQ; LOTS 1-17, BLK RR; LOTS 1-16, BLK SS; LOTS 1-17, BLK TT; 20X, LOTS 2-16, BLK UU; LOTS 1-21, BLK VV; LOTS 1-17, BLK WW; LOTS 1-20, BLK XX; LOTS 1-20, BLK YY; LOTS 1-20, BLK ZZ; LOTS 1-11, BLK AAA; LOTS 1-23, BLK BBB; 5X, 6X, 14X, 17X, 21X FOR A TOTAL OF 1173 LOTS AND 25 COMMON LOTS.

JUSTIN ETJ, DENTON COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: HILLWOOD COMMUNITIES		Westwood	
ADDRESS: 3000 TURTLE CREEK BLVD		Phone (480) 213-1800 1110 Frisco Parkway, Suite 400	
DALLAS, TEXAS 75219		Frisco, TX 75033	
PHONE: (972) 201-2849		TollFree (888) 937-6150 westwoodps.com	
FAX: (-)		Westwood Professional Services, Inc.	
CONTACT: KYLE JOYCE		TSPS FIRM REGISTRATION NO. P-11556	
EMAIL: KYLE.JOYCE@HILLWOOD.COM		TSPS FIRM REGISTRATION NO. 10074801	
DATE:	MAY 2024	DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990		DRAWN: MCM	26 OF 27
CITY CASE #:	---	REVIEWER: TRS	

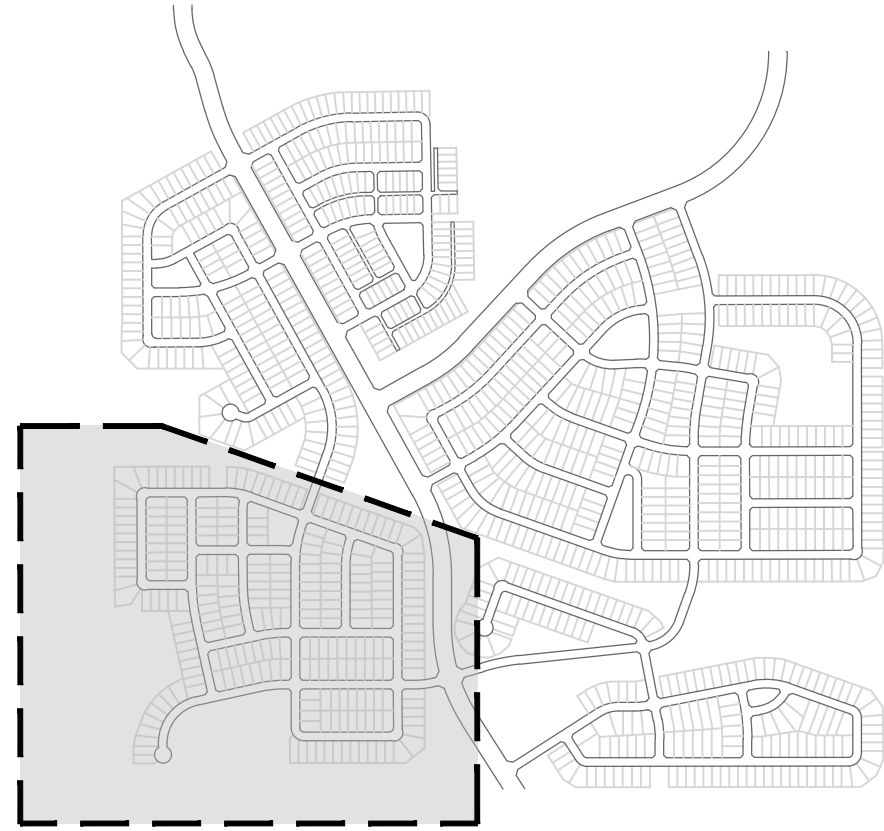


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Westwood
Phone (469) 213-1800 1110 Frisco Parkway, Suite 400
TollFree (888) 937-6150 Frisco, TX 75033
westwoodps.com
Westwood Professional Services, Inc.
TSPS FIRM REGISTRATION NO. P-15156
TSPS FIRM REGISTRATION NO. 10074301

DATE: MAY 2024	DESIGNED: CEM	SHEET
WESTWOOD PROJECT #: 0050990	DRAWN: MCM	27 OF 27
CITY CASE #:	REVIEWER: TRS	

GUY JAMES RANCH PH. 1
CAB. V, SLD. 722
R.P.R.D.C.T.

MARCOS VALENZUELA, JR.
INST. #2007-66142
R.P.R.D.C.T.

HT HIGHWAY 114 LAND, LP
INST. #2019-131818
R.P.R.D.C.T.

50' PIPELINE & ROAD ESMT.
(ESMT. NO. 7)
VOL. 5028, PG. 3539
R.P.R.D.C.T. (10V)

RESOLUTION NO. 682-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING THE PRELIMINARY PLAT FOR TEELINE DEVELOPMENT, PHASE 2

WHEREAS, the Applicant has submitted a request for approval of the preliminary plat for the Treeline Development, Phase 2, consisting of 1,173 residential lots; and

WHEREAS, the City has reviewed the application and supporting documentation, including plans for water, sewer, roadways, and drainage; and

WHEREAS, the City has determined that the proposed development complies with all applicable regulations and requirements, subject to final engineering calculations and plans;

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

SECTION 1. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 2. This Resolution shall take effect immediately upon its passage

DULY PASSED by the City Council of the City of Justin, Texas, on the 23rd day of May 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 8. (POSSIBLE ACTION ITEMS)

Title: Consider appropriate action for Resolution 678-24 for a contract with Grod Construction LLC for Boss Range Road Improvements in the amount of \$979,212.50 with a 10% Contingency.

Department: Public Works

Contact: Josh Little, Public Works Director

Recommendation:

Staff Recommend Approval of Resolution 678-24 for a contract with Grod Construction LLC for Boss Range Road Improvement in the amount of \$979,212.50 with a 10% Contingency.

Background:

In 2023, the City Council made amendments to the Developers Agreement with The Preserve. This amendment required the Developer to cover the design costs of the Boss Range Road project, extending all the way down to Sam Reynolds, totaling \$353,000, instead of making physical improvements. This decision was made because while the Developer was obligated to enhance Boss Range Road, Denton County had already planned improvements for it as part of their bond package.

Denton County has allocated approximately \$4.5 million in the latest bond package specifically earmarked for the Boss Range Road project. The anticipated cost for the first phase of this project is expected to be significantly lower than the initial projection of \$2-2.4 million. Any savings from this phase can be allocated towards Phase II or redirected to other projects if needed, such as the Talley Blvd breakout.

Following state regulations, the project was put out for bidding, and Grod Construction has been recommended by Westwood in a letter, with a bid of \$979,212.50.

City Attorney Review: No

Attachments:

1. Bid Tabulation
2. 2024-05-15 Recommendation for Award Boss Range
3. Boss Range Contract Documents
4. Boss Range Road
5. Resolution 678-24 - Boss Range Road

CITY OF JUSTIN



PORJECT NAME: Boss Range Road Improvements
Project No. 45408.00

BIDS OPENED: May 9, 2024
CONTRACT TIME: 80 Calendar Days

Grod Construction LLC
889 E. Rock Island Ave
Boyd, Tx 76023

H.D. Cook's Rock Solid Inc
1741 US HW 377 Ste 133
Roanoke, Tx 76262

Jagoe Public Company
3020 Ft Worth Dr
Denton, Tx 76202

SPI Asphalt LLC
1001 Cliff Dr
Graham, Tx 76450

Eudovia Atlantic Coast LLC
11801 Harmonson Road
Justin, Tx 76247

Texas Material Group
420 Decker Dr Suite 200
Irving, Tx 75062

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$ 48,000.00	\$ 48,000.00	\$ 45,000.00	\$ 45,000.00	\$ 130,000.00	\$ 130,000.00	\$ 64,000.00	\$ 64,000.00	\$ 125,000.00	\$ 125,000.00	\$ 93,500.00	\$ 93,500.00
2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 120,000.00	\$ 120,000.00	\$ 31,000.00	\$ 31,000.00	\$ 140,000.00	\$ 140,000.00	\$ 7,500.00	\$ 7,500.00
3	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	\$ 48,000.00	\$ 48,000.00	\$ 32,000.00	\$ 32,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 22,000.00	\$ 22,000.00
4	Pavement Marking And Markers Complete In Place	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 38,500.00	\$ 38,500.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00	\$ 13,175.00	\$ 13,175.00
5	Preparing ROW	28.5	STA	\$ 650.00	\$ 18,525.00	\$ 900.00	\$ 25,650.00	\$ 100.00	\$ 2,850.00	\$ 2,000.00	\$ 57,000.00	\$ 700.00	\$ 19,950.00	\$ 15,775.00	\$ 449,587.50
6	Project Signs	2	EA	\$ 650.00	\$ 1,300.00	\$ 300.00	\$ 600.00	\$ 750.00	\$ 1,500.00	\$ 2,800.00	\$ 5,600.00	\$ 500.00	\$ 1,000.00	\$ 560.00	\$ 1,120.00
7	Remove Tree (6"-18")	11	EA	\$ 1,150.00	\$ 12,650.00	\$ 850.00	\$ 9,350.00	\$ 900.00	\$ 9,900.00	\$ 1,000.00	\$ 11,000.00	\$ 1,000.00	\$ 11,000.00	\$ 670.00	\$ 7,370.00
8	Remove Tree (20"-32")	1	EA	\$ 2,700.00	\$ 2,700.00	\$ 1,300.00	\$ 1,300.00	\$ 2,500.00	\$ 2,500.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00	\$ 1,960.00	\$ 1,960.00
9	Remove Asphalt Pavement	688	SY	\$ 16.00	\$ 11,008.00	\$ 5.00	\$ 3,440.00	\$ 45.00	\$ 30,960.00	\$ 18.00	\$ 12,384.00	\$ 20.00	\$ 13,760.00	\$ 9.40	\$ 6,467.20
10	Remove Gravel Driveway	770	SY	\$ 6.00	\$ 4,620.00	\$ 5.00	\$ 3,850.00	\$ 10.00	\$ 7,700.00	\$ 18.00	\$ 13,860.00	\$ 27.00	\$ 20,790.00	\$ 20.40	\$ 15,708.00
11	Remove Concrete Driveway	262	SY	\$ 30.00	\$ 7,860.00	\$ 28.00	\$ 7,336.00	\$ 70.00	\$ 18,340.00	\$ 100.00	\$ 26,200.00	\$ 30.00	\$ 7,860.00	\$ 14.00	\$ 3,668.00
12	Remove, Salvage and Relocate Mailbox	1	EA	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,900.00	\$ 1,900.00
13	Remove and Replace Barbed Wire Fence (Type "A")	1,258	LF	\$ 12.75	\$ 16,039.50	\$ 10.50	\$ 13,209.00	\$ 12.00	\$ 15,096.00	\$ 19.00	\$ 23,902.00	\$ 20.00	\$ 25,160.00	\$ 10.00	\$ 12,580.00
14	Remove and Relocate Sign	3	EA	\$ 525.00	\$ 1,575.00	\$ 200.00	\$ 600.00	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 750.00	\$ 2,250.00	\$ 850.00	\$ 2,550.00
15	Remove and Replace Guardrail	89	LF	\$ 200.00	\$ 17,800.00	\$ 95.00	\$ 8,455.00	\$ 150.00	\$ 13,350.00	\$ 120.00	\$ 10,680.00	\$ 100.00	\$ 8,900.00	\$ 166.00	\$ 14,774.00
16	Unclassified Roadway Excavation	1,200	CY	\$ 34.00	\$ 40,800.00	\$ 62.00	\$ 74,400.00	\$ 35.00	\$ 42,000.00	\$ 100.00	\$ 120,000.00	\$ 65.00	\$ 78,000.00	\$ 48.10	\$ 57,720.00
17	1" HMAC Type "D"	11,601	SY	\$ 15.00	\$ 174,015.00	\$ 9.50	\$ 110,209.50	\$ 10.00	\$ 116,010.00	\$ 15.00	\$ 174,015.00	\$ 10.25	\$ 118,910.25	\$ 9.00	\$ 104,409.00
18	2" HMAC Type "D"	4,665	SY	\$ 19.00	\$ 88,635.00	\$ 18.50	\$ 86,302.50	\$ 20.00	\$ 93,300.00	\$ 26.00	\$ 121,290.00	\$ 20.00	\$ 93,300.00	\$ 18.75	\$ 87,468.75
19	4" HMAC Type "B"	4,774	SY	\$ 33.00	\$ 157,542.00	\$ 29.00	\$ 138,446.00	\$ 35.00	\$ 167,090.00	\$ 47.00	\$ 224,378.00	\$ 34.25	\$ 163,509.50	\$ 35.00	\$ 167,090.00
20	8" Lime Treated Subgrade (47 LB/SY)	5,012	SY	\$ 17.25	\$ 86,457.00	\$ 22.00	\$ 110,264.00	\$ 18.00	\$ 90,216.00	\$ 17.00	\$ 85,204.00	\$ 37.00	\$ 185,444.00	\$ 11.20	\$ 56,134.40
21	Lime Material For Treated Subgrade	117.8	TON	\$ 355.00	\$ 41,819.00	\$ 330.00	\$ 38,874.00	\$ 300.00	\$ 35,340.00	\$ 400.00	\$ 47,120.00	\$ 315.00	\$ 37,107.00	\$ 345.00	\$ 40,641.00
22	6" Asphalt Driveway Approach	21	SY	\$ 100.00	\$ 2,100.00	\$ 60.00	\$ 1,260.00	\$ 150.00	\$ 3,150.00	\$ 300.00	\$ 6,300.00	\$ 225.00	\$ 4,725.00	\$ 300.00	\$ 6,300.00
23	6" Concrete Driveway	374	SY	\$ 112.00	\$ 41,888.00	\$ 80.00	\$ 29,920.00	\$ 120.00	\$ 44,880.00	\$ 90.00	\$ 33,660.00	\$ 150.00	\$ 56,100.00	\$ 86.50	\$ 32,351.00
24	4" Topsoil	3,927	SY	\$ 5.00	\$ 19,635.00	\$ 6.50	\$ 25,525.50	\$ 13.00	\$ 51,051.00	\$ 14.00	\$ 54,978.00	\$ 6.70	\$ 26,310.90	\$ 9.75	\$ 38,288.25
25	Seeding Hydromulch	3,927	SY	\$ 2.00	\$ 7,854.00	\$ 5.00	\$ 19,635.00	\$ 6.00	\$ 23,562.00	\$ 2.20	\$ 8,639.40	\$ 5.75	\$ 22,580.25	\$ 2.00	\$ 7,854.00
26	18" Reinforced Concrete Pipe Class III	327	LF	\$ 120.00	\$ 39,240.00	\$ 115.00	\$ 37,605.00	\$ 200.00	\$ 65,400.00	\$ 96.00	\$ 31,392.00	\$ 95.00	\$ 31,065.00	\$ 211.25	\$ 69,078.75
27	Safety End Treatment (TY I) (18 in) (RCP) (6:1) (P)	12	EA	\$ 1,600.00	\$ 19,200.00	\$ 2,900.00	\$ 34,800.00	\$ 3,000.00	\$ 36,000.00	\$ 2,400.00	\$ 28,800.00	\$ 1,600.00	\$ 19,200.00	\$ 3,900.00	\$ 46,800.00
28	Remove Culvert (12"-24")	305	LF	\$ 20.00	\$ 6,100.00	\$ 22.00	\$ 6,710.00	\$ 60.00	\$ 18,300.00	\$ 40.00	\$ 12,200.00	\$ 15.00	\$ 4,575.00	\$ 40.25	\$ 12,276.25
29	Temporary Asphalt Paving Repair (6" HMAC on 6" Flexbase)	20	SY	\$ 420.00	\$ 8,400.00	\$ 120.00	\$ 2,400.00	\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00	\$ 600.00	\$ 12,000.00	\$ 205.00	\$ 4,100.00
30	Grouted Riprap around Bridge Piers	44	CY	\$ 400.00	\$ 17,600.00	\$ 950.00	\$ 41,800.00	\$ 950.00	\$ 41,800.00	\$ 150.00	\$ 6,600.00	\$ 600.00	\$ 26,400.00	\$ 1,010.00	\$ 44,440.00
31	4" Concrete Riprap around abutments	120	SY	\$ 80.00	\$ 9,600.00	\$ 340.00	\$ 40,800.00	\$ 80.00	\$ 9,600.00	\$ 80.00	\$ 9,600.00	\$ 200.00	\$ 24,000.00	\$ 300.00	\$ 36,000.00
					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	TOTAL BID				\$ 979,212.50		\$ 1,018,741.50		\$ 1,288,395.00		\$ 1,300,302.40		\$ 1,345,596.90		\$ 1,464,811.10
	5% BID SECURITY			5% BOND		5% BOND		5% BOND		5% BOND		5% BOND		5% BOND	
	ADDENDA ACKNOWLEDGED														

May 15, 2024
WW No.: 3340-23.029

Mr. Jarrod Greenwood
City Manager
CITY OF JUSTIN
415 N. College Avenue
Justin, Texas 76247

Re: **Boss Range Road Improvements**
RECOMMENDATION OF AWARD
Justin, Denton County, Texas

Dear Mr. Greenwood:

BID RESULTS

Attached is the Bid Tabulation for the bids received May 9, 2024 for the referenced project for your use.

The lowest Bid received for the project was from Grod Construction, LLC. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Grod Construction, LLC the total amount of the bid for contract award is \$979,212.50.

CONTRACTOR QUALIFICATIONS

Grod Construction, LLC provided a list of experience and references for this project. Westwood called some of the various references and verified experience and the references' opinion of the work performed by the contractor.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to Grod Construction, LLC for the amount bid of \$979,212.50

Should you have any questions about the information contained herein, please do not hesitate to call.



Christopher J. Cha, P.E.

Attachments:
Bid Tabulation
Xc: File

CONSTRUCTION CONTRACT DOCUMENTS

FOR

BOSS RANGE ROAD IMPROVEMENTS

FOR THE

CITY OF JUSTIN

415 N College Street
Justin, Texas 76247
Phone (940) 648-2541 – Fax (940) 648-1191



JUSTIN
— 1887 —

April 2024

Westwood

Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
westwoodps.com

Westwood Professional Services, Inc.

TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301



PROJECT NO. 45408.00

Section 00 01 08

CITY OF JUSTIN

BID OPENING CONVENIENCE PAGE

The City of Justin is soliciting sealed bids for the construction of roadway improvements.

Designate on the front, lower left hand corner of your response envelope, the following:

Subject: Boss Range Road Improvements

Bid Closing Time:

Thursday, May 9, 2024 at 2:00 P.M.

For convenience at Bid Opening, enter bid on this cover page and include in sealed response envelope. (Do not place quoted prices on the outside of the envelope):

Total Cost: \$ _____

Company Name

Address

City, State, and Zip Code

Phone

By: _____
Authorized Agent

Section 00 01 10

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Section 00 11 00

CITY OF JUSTIN

ADVERTISEMENT FOR BIDS

Bid Due: May 9, 2024 at 2:00 PM

Project Name: BOSS RANGE ROAD IMPROVEMENTS.

Project No.: 45408.00

Project Location: CITY OF JUSTIN, TEXAS

The City of Justin, Texas, will receive sealed bids for the referenced project which involves the reconstruction of Boss Range Road between FM 407 and Trail Creek bridge. The project consists of approximately 4,700 SY of 6" (2" Type D on 4" Type B) HMAC pavement on 8" lime stabilized subgrade and other associated items.

Bids for a Contract shall be submitted on the bid forms provided, properly signed by an officer of the company, and dated. A Bid Security in the amount of five percent (5%) of the sum of Total Amount Bid must accompany each Bid. The City reserves the right to waive irregularities and to reject bids.

Bids will be received until 2:00 PM local time, on Thursday, May 9, 2024, by the City Secretary, City of Justin, 415 N College Street, Justin, Texas 76247. Bids received after that time will not be accepted. Bids will be opened and read at 2:03 PM on the same day in the City Conference Room and Council Chambers.

Bid Documents may be examined at City Hall at 415 N College Street, Justin, Texas 76247. A pdf copy of the bid documents may be obtained free of charge on <https://www.civcastusa.com/> under the following project name **Boss Range Road Improvements** from April 19 through May 9, 2024. Addenda are free of charge and will be distributed to those who obtain Bid Documents. For more information, you may contact Westwood at (817) 412-7155 for questions.

(Affidavit Required)

CITY OF JUSTIN

By: _____/s

Jarrod Greenwood

City Manager

(Published:) Friday, April 19, 2024

Friday, April 26, 2024

Section 00 21 00

INSTRUCTIONS TO BIDDERS

Part 1 – GENERAL

1.1 INVITATION TO BID

- A. Sealed proposals for furnishing all labor, materials and equipment for Boss Range Road Improvements are invited to be submitted to the City of Justin, 415 N College Street, Justin, Texas 76247.
- B. The project is located in the City of Justin, Denton County, Texas.

1.2 SCOPE OF PROJECT: The project consists of approximately 4,700 SY of 6" HMAC pavement, 5,100 SY of 8" lime stabilization, and associated items.

1.3 OWNER

The OWNER of the project is the City of Justin, 415 N College Street, Justin, Texas 76247.

1.4 ENGINEER

The ENGINEER for this project is Westwood Professional Services, 4060 Bryant Irvin, Fort Worth, Texas 76109.

1.5 PROCEDURE OF SUBMISSION

- A. Proposals shall be addressed to the OWNER and on forms furnished by the ENGINEER, which are bound with these Contract Documents. All blanks in the Proposal and Bid Form must be completed.
- B. An opaque, sealed envelope containing one copy of the Proposal Form shall be clearly marked as follows:
"Proposal of (Name of Bidder).
For: Boss Range Road Improvements
- C. Proposals will be accepted for this project until 2:00 PM, Thursday, May 9, 2024.

1.6 BID SECURITY

Bid Security in the amount of five percent (5%) of the sum of the Total Amount Bid must accompany each Bid.

1.7 DRAWINGS AND SPECIFICATIONS

- A. Construction Contract Documents may be examined without charge at the office of the OWNER.
- B. Copies of the Construction Contract Documents may be obtained from <https://www.civcastusa.com/> under the following project name **Boss Range Road Improvements**. Addenda are free of charge and will be distributed to those who obtain Bid Documents. For more information, you may contact Christopher J. Cha, P.E. at (817) 412-7155 for questions.

1.8 QUANTITIES IN UNIT PRICE BID FORM

The quantities of the work and materials set forth in the Unit Price Bid Form or on the plans approximately represents the work to be performed and materials to be furnished; and are for the purpose of comparing the bids on a uniform basis. Payments shall be made to the contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the quantities may be increased or decreased, without in any way invalidating the bid process.

1.9 EXAMINATION OF PLANS, SPECIFICATIONS & SITE OF THE WORK

- A. Bidders are advised that the plan drawings, specifications and other documents provided herein shall constitute all the information which the OWNER shall furnish. Bidders are

required, prior to submitting any proposal, to review the plan drawings and read the specifications, proposal, contract and bond forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing work or time required for its completion; and to obtain all information required to make an intelligent proposal.

- B. No information given by the OWNER or any official thereof, other than that shown on the plan drawings and contained in the specifications, proposal and other contract documents, shall be binding upon the OWNER. Bidders shall rely exclusively upon their own estimates, investigation, tests and other data which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting his bid, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his proposal, verified his calculations and found them to be correct and agrees to be bound thereby.

1.10 BID DOCUMENT QUESTIONS

Questions regarding these bid documents shall be addressed to the ENGINEER for clarification. Items requiring an addendum will be issued to all those who purchase Bid Documents and will become part of the Contract. Questions received less than 96 hours before the designated bid time cannot be answered by Addendum, and oral statements at any time will not be binding to the OWNER or the Contractor.

1.11 PERMIT FEES

The Contractor shall be responsible for the payment of all permit fees associated with the construction of these improvements. No reimbursement shall be made to the Contractor for this item.

1.12 BONDS

The CONTRACTOR will be required to submit Performance, Payment and Maintenance Bonds for the project. No additional reimbursement will be made for these bonds.

END OF SECTION

Section 00 42 00

BID PROPOSAL

TO:

City of Justin
c/o City Secretary
415 N College Street,
Justin, Texas 76247

Date: _____

Name of Bidder: _____

Phone: _____

Street Address: _____

City and State: _____

Zip: _____

The undersigned BIDDER, having examined the site, Plans, Specifications and other documents, HEREBY PROPOSES to furnish all labor, materials, tools, supplies, and necessary equipment to construct, complete in place and ready for use:

City of Justin – Boss Range Road Improvements

For the Total Price of:

In Words: _____ Dollars

and _____ Cents

In Figures: \$_____.

Maximum contract time required by the Contractor for completion of these improvements, beginning on the date specified in the Notice to Proceed, is 80 Calendar days.

Receipt is acknowledged of the following Addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

Document 00 42 10 – Unit Price Bid Form (If Applicable)
Document 00 43 10 - Bid Bond Form (Form May be Supplied by Bidder)
Document 00 45 10 - Form of Business
Document 00 45 13 - Statement of Bidder's Qualifications
Document 00 45 15 - Certificate of Bidder's Experience & Qualifications
Document 00 45 19 - Non-Collusion Affidavit
Document 00 45 43 - Resolution of Corporation (Form May be Supplied by Bidder)
Document 00 45 50 – Conflict of Interest Questionnaire (CIQ)

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation.

Bidder: _____
[Type the full name of your proprietorship, partnership, corporation, or joint venture.*]

By: _____
[Signature**] [Date]

Name: _____
[Type name] [Title]

(Seal - if Bidder is
a Corporation)

ATTEST:

Address: _____
[Mailing]

[Street, if different]

Telephone: _____
[Type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

****** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.*

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

Section 00 42 10
UNIT PRICE BID FORM

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
PAVING IMPROVEMENTS - BASE BID				
1	1 LS	Mobilization (Spec No. 01 29 10) DOLLARS AND _____ CENTS PER LS _____	\$ _____	\$ _____
2	1 LS	Traffic Control (Spec No. NCTCOG 801.1) DOLLARS AND _____ CENTS PER LS _____	\$ _____	\$ _____
3	1 LS	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP) (Spec No. NCTCOG 202) DOLLARS AND _____ CENTS PER LS _____	\$ _____	\$ _____
4	1 LS	Pavement Marking And Markers Complete In Place (Spec No. TxDOT 666) DOLLARS AND _____ CENTS PER LS _____	\$ _____	\$ _____
5	28.5 STA	Preparing ROW (Spec No. NCTCOG 203.1) DOLLARS AND _____ CENTS PER STA _____	\$ _____	\$ _____
6	2 EA	Project Signs (Spec No. NCTCOG 107.21) DOLLARS AND _____ CENTS PER EA _____	\$ _____	\$ _____
7	11 EA	Remove Tree (6"-18") (Spec No. NCTCOG 203.1) DOLLARS AND _____ CENTS PER EA _____	\$ _____	\$ _____
8	1 EA	Remove Tree (20"-32") (Spec No. NCTCOG 203.1) DOLLARS AND _____ CENTS PER EA _____	\$ _____	\$ _____
9	688 SY	Remove Asphalt Pavement (Spec No. NCTCOG 203.1) DOLLARS AND _____ CENTS PER SY _____	\$ _____	\$ _____
10	770 SY	Remove Gravel Driveway (Spec No. NCTCOG 203.1) DOLLARS AND _____ CENTS PER SY _____	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
11	262 SY	Remove Concrete Driveway (Spec No. NCTCOG 203.1) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
12	1 EA	Remove, Salvage and Relocate Mailbox (Spec No. NCTCOG 203.1) DOLLARS AND CENTS PER EA	\$ _____	\$ _____
13	1,258 LF	Remove and Replace Barbed Wire Fence (Type "A") (Spec No. NCTCOG 203.1) DOLLARS AND CENTS PER LF	\$ _____	\$ _____
14	0 LF	Remove and Replace Pipe Fence and Gate (Spec No. NCTCOG 203.1) DOLLARS AND CENTS PER LF	\$ _____	\$ _____
15	89 LF	Remove and Replace Guardrail (Spec No. TxDOT 540) DOLLARS AND CENTS PER LF	\$ _____	\$ _____
16	1,200 CY	Unclassified Roadway Excavation (Spec No. NCTCOG 203.2) DOLLARS AND CENTS PER CY	\$ _____	\$ _____
17	11,601 SY	1" HMAC Type "D" (Spec No. NCTCOG 302) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
18	4,665 SY	2" HMAC Type "D" (Spec No. NCTCOG 302) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
19	4,774 SY	4" HMAC Type "B" (Spec No. NCTCOG 302) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
20	5,012 SY	8" Lime Treated Subgrade (47 LB/SY) (Spec No. NCTCOG 301.3) DOLLARS AND CENTS PER SY	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
21	117.8 TON	Lime Material For Treated Subgrade (Spec No. NCTCOG 301.3) DOLLARS AND CENTS PER TON	\$ _____	\$ _____
22	21 SY	6" Asphalt Driveway Approach (Spec No. NCTCOG 302) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
23	374 SY	6" Concrete Driveway (Spec No. NCTCOG 305.2) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
24	3,927 SY	4" Topsoil (Spec No. NCTCOG 204.2) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
25	3,927 SY	Seeding Hydromulch (Spec No. NCTCOG 204.6) DOLLARS AND CENTS PER SY	\$ _____	\$ _____
26	327 LF	18" Reinforced Concrete Pipe Class III (Spec No. NCTCOG 501.6) DOLLARS AND CENTS PER LF	\$ _____	\$ _____
27	12 EA	Safety End Treatment (TY I) (18 in) (RCP) (6:1) (P) (Spec No. NCTCOG 702) DOLLARS AND CENTS PER EA	\$ _____	\$ _____
28	305 LF	Remove Culvert (12"-24") (Spec No. NCTCOG 203.1) DOLLARS AND CENTS PER LF	\$ _____	\$ _____
29	20 SY	Temporary Asphalt Paving Repair (6" HMAC on 6" Flexbase) (Spec No. NCTCOG 402) DOLLARS AND CENTS PER SY	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
30	44 CY	Grouted Riprap around Bridge Piers (Spec No.) DOLLARS AND CENTS PER CY	 \$	 \$
31	120 SY	4" Concrete Riprap around abutments (Spec No.) DOLLARS AND CENTS PER SY	 \$	 \$
BASE BID TOTAL \$				

Section 00 43 10

BID BOND FORM

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT TITLE: _____

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest _____
Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notices.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - A. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - B. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by Bidding Documents.
3. This obligation shall be null and void if:
 - A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - B. All Bids are rejected by OWNER, or
 - C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

End of Section

FORM OF BUSINESS

Fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: _____

State of Incorporation: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venture is a corporation, the above information relating to corporation must be included as to each sum partner or joint venture.

Sole Proprietorship

Name: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

[Typed Date]

END OF SECTION

STATEMENT OF BIDDER'S QUALIFICATIONS

The Bidder may provide his Statement of Bidder's Qualifications on separate typewritten sheets including all the information requested herein:

BIDDER: _____

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice-president's name(s): _____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership
(if applicable): _____

1.4.3 Name(s) of general
partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 On a separate sheet attached hereto, list jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Indicate name, license number and expiration date for Master Plumber or other trade required under the Instructions to Bidders section of this Bid.

2.2 On a separate sheet attached hereto, list jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 On a separate sheet attached hereto, list the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet attached hereto, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract.

3.5 On a separate sheet attached hereto, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State annual amount of construction work performed each year during the past five years.

3.6 On a separate sheet attached hereto, list the construction experience and present commitments of the key individuals of your organization. Submit on separate sheets attached hereto, resumes

of Key Personnel as defined in the Instructions to Bidders. Bidder hereby certifies that the Resident Superintendent has the authority to act on behalf of the Contractor at all times.

- 3.7 Provide form 00423 "Certification of Bidder's Qualifications" as evidence that the Bidder meets the minimum criteria called out in the Instructions to Bidders.

4. REFERENCES

- 4.1 Trade References (3):

- 4.2 Bank References (2):

- 4.3 Surety:

Name and telephone number of Bonding Company:

Name, telephone and address of Agent:

5. FINANCING

- 5.1 Financial Statement

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- a. Cash Flow Statement
- b. Notes to Financial Statement
- c. Auditor Statement
- d. Comparison Statements, if available
- e. Name and address of firm preparing attached financial statement, and date thereof.

- 5.1.2 Is the attached financial statement for the identical organization named on page one?

If not, on a separate sheet attached hereto, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

- 6.1 To be executed by a Principal of the firm authorized to certify the foregoing information:

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

- 6.2 Dated at _____ this _____ day of _____, 20____.

Name of Organization: _____

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities that may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this _____ day of _____, 20____.

Name of Bidder

Contractor's License No. and State

Signature of Bidder

Title of Signatory

END OF SECTION

NON-COLLUSION AFFIDAVIT

State of _____ §

County of _____ §

_____, being duly sworn, deposes and says that:

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

Signature: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 20__.

By: _____

Notary Public in and for _____

County, Texas

My commission expires _____

END OF SECTION

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

[Name of Corporation / Contractor]

meeting on this _____ day of _____, 20____, that _____,

[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

_____ day of, _____, 20____.

Secretary/Assistant Secretary

[Seal]

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

- A. Notice of Intent to Award.
- B. Agreement.
- C. Requirements of Bidder.
- D. Failure of Bidder to comply with requirements.
- E. Notice to Proceed.
- F. Pre-construction Conference.
- G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

- A. Owner will provide written Notice of Intent to Award (the Contract) to the Lowest Responsive Responsible Bidder, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

- A. The Agreement shall be Document 00 52 00 - Agreement Between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

- A. Within 14 days of receipt of the Notice of Intent to Award, the Low Bidder shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:
 - [X] Document 00 52 00 – Standard Form of Agreement
 - [X] Document 00 61 10 - Performance Bond
 - [X] Document 00 61 15 - Payment Bond
 - [X] Document 00 61 20 – Maintenance Bond
 - [X] Document 00 61 25 – Certificate of Insurance (Form to be Supplied by Contractor)
 - [X] Document 00 61 30 – State Sales Tax - Separated Contract Certificate
 - [X] Document 00 61 40 – Contractor's Act of Assurance
 - [X] Document 00 61 45 – Certificate of Interested Parties (Form 1295 – Completed Online)
 - [X] Document 00 61 50 – Certification Regarding Debarment, Suspension, and other Responsibility Matters

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Section 00 46 00 within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.
- B. After Owner's written notice of default to the Bidder, Owner may award the Contract to the responsible Bidder whose offer is the next lowest bid, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Section 00 21 00 - Instructions to Bidders.

6.0 NOTICE TO PROCEED

- A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

- A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference as specified in Section 01 31 10 - Coordination and Meetings.

8.0 STARTING THE PROJECT

- A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

END OF DOCUMENT

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF JUSTIN AND CONTRACTOR**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2024 by and between the City of Justin (hereinafter called OWNER) and

_____ of the City of _____,

County of _____, State of _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PROJECT SCOPE

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

BOSS RANGE ROAD IMPROVEMENTS

Article 2. CONTRACT TIME.

The Work will be completed within the time stated in the Bid Proposal, and ready for payment in accordance with Item 103 of the General Provisions.

Article 3. CONTRACT PRICE.

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Denton County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

8.1 The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings.

8.2 Addenda numbers _____, inclusive.

8.3 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. INDEMNIFICATION.

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, of from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 2024.

OWNER:

CITY OF JUSTIN
415 N. COLLEGE STREET
JUSTIN, TEXAS 76247

CONTRACTOR:

Name: _____

Address: _____

City: _____

State & Zip: _____

By: _____

Jarrod Greenwood, City Manager
Print Name

By: _____

Print Name

Telephone Number

CONTRACTOR'S Seal
(if incorporated)

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____, 20 ____.

OWNER's Attorney

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF DENTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the City of Justin as Owner, in the sum of _____ Dollars (\$ _____), for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____, entered into a Contract with the Owner for:

BOSS RANGE ROAD IMPROVEMENTS

as set out in said Contract, a copy of which is by reference made a part hereof;

NOW THEREFORE the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the Plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED, that if any suit is brought under this Surety Bond, venue shall lie in Denton County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____
Attorney-in-fact

(SEAL)

Section 00 61 15

PAYMENT BOND

STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

THAT WE, _____ as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto the City of Justin, as Owner, in the sum of _____ Dollars
(\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached,
and made a part hereof, with the Owner
dated _____, 2024, for:

BOSS RANGE ROAD IMPROVEMENTS

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all
claimants as defined in Chapter 2253 of the Texas Government Code and any other applicable statutes of the State of
Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation
shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the
prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the
bond as provided in Chapter 2253 of the Texas Government Code.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under
it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on
the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or
either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the
Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, that if any suit is brought under this Payment Bond, venue shall lie in Denton County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this
_____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed,
and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____
Attorney-in-fact

(SEAL)

Section 00 61 20

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal (the CONTRACTOR)

and _____, a corporation organized under the laws of the

State of _____ and authorized to do business in the State of Texas as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Justin, a municipal corporation, (the OWNER) the sum of:

_____/100 Dollars
(One hundred (100%) percent of final contract price)

(\$ _____) for the payment of which sum well and truly to be made unto said City of Justin and its successors, said Principal and Surety do hereby bind themselves, their assigns, and successors jointly and severally. This obligation is conditioned, however, that, whereas said CONTRACTOR has this day entered into a written contract with said City of Justin to build and construct the following project:

BOSS RANGE ROAD IMPROVEMENTS

which contract and the plans and specifications therein mentioned and adopted by the City of Justin are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2) years from the date of final acceptance as shown on the "Letter of Final Acceptance" as issued by the ENGINEER.

The CONTRACTOR agrees to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said CONTRACTOR under the conditions prescribed by the Contract Documents. In case the said CONTRACTOR shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further

understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, _____ (CONTRACTOR) has caused by these presents to be executed by _____ (CONTRACTOR'S Principal) and the said Surety, _____, has caused these presents to be executed by its Attorney-In-Fact who has hereto set his/her hand this _____ day of _____, 2024.

Contractor

By: _____

Name: _____

Title: _____

Address: _____

Surety

By: _____

Name: _____

Title: _____

Address: _____

Attest:

Name and Title

Company or Employer

Attest:

Name and Title

Company or Employer

The name and address of the Resident Agent of the Surety is:

Name: _____

Firm Name: _____

Address: _____

City, State, Zip _____

Telephone: _____

For additional information on the above-named surety, you may contact the Texas Department of Insurance at (800) 578-4677.

NOTES:

1. Power of Attorney must be attached.
2. The Maintenance Bond effective date will begin when the "Final Letter of Acceptance" is issued by the Owner.

Document 00 61 25
Certificate of Insurance

**Insert Certificate of Insurance in compliance with the applicable provisions
of the contract following this sheet.**

END OF SECTION

STATE SALES TAX - SEPARATED CONTRACT CERTIFICATE

DATE: _____

PROJECT: Boss Range Road ImprovementsPROJECT ID: WW 45408.00TO: The City of JustinSUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges, which result in a "Separated Contract". The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal into material costs and services charges as provided below.

Materials which are incorporated into or become part of the project are exempt from sales tax. The Contractor is expected to execute a resale certificate instead of paying the sales tax at the time of purchase. The Corporation will issue an exemption certificate for the materials as long as they are a part of the finished project.

If the Contractor does not issue a resale certificate, then the amount of sales tax must be included in the prices quoted. No additional compensation, beyond the prices quoted, is due the Contractor for sales tax.

MATERIALS.....\$ _____
 SERVICES.....\$ _____
 TOTAL AMOUNT BID.....\$ _____

PRINCIPAL(_____) _____
TELEPHONE NUMBER_____
SIGNATURE_____
NAME & TITLE

END OF SECTION

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared _____, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is _____, of
[Title]

the _____
_, Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this _____ day of _____, 20____. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the Owner that Contractor will construct the Project in accordance
with sound construction practice, all laws of the State of Texas, and the regulations of the Owner.

[Affiant]

SWORN AND SUBSCRIBED before me on this _____ day of _____, 20____.

Notary Public in and for the State of TEXAS

[Print or Type Notary Public Name]

My Commission Expires: _____
[Expiration Date]

[Seal]

END OF DOCUMENT

FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission has a new ethics law. It prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties Form 1295.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) 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 Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The City of Justin must acknowledge the receipt of the filed Form 1295 not later than the 30th day after the date the contract binds all parties to the contract. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

The Commission's rules provide that the business entity must include on the form an "identification number used by the city to track or identify the contract for which the form is being filed."

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

[Typed Name of Company:]

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

[Date]

If unable certify the above statements, explanation is attached.

END OF SECTION

Section 00 72 00

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

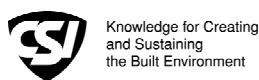
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

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

2.04 Starting the Work

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

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-2.03.A Delete the last sentence of paragraph 2.03.A.

SC-2.05.A.4 Add the following new paragraph immediately after paragraph 2.05.A.3;

4. the anticipated amount of the first progress payment.

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

- A. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 1. Workers' Compensation and related coverage's under paragraphs 5.04.A.1 and A.2 of the General Conditions.
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability

	\$ <u>100,000</u> for each accident
	\$ <u>100,000</u> for disease – each employee
	\$ <u>500,000</u> disease – policy limit
 2. Contractor's General Liability under paragraph's 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$ 1,000,000
 - b. Products – Completed Operations Aggregate \$ 1,000,000
 - c. Personal and Advertising Injury \$ 600,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$ 600,000
 - e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

- f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 1,000,000
 - 2) Each Occurrence \$ 1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:

Each Person	\$ <u>250,000</u>
Each Accident	\$ <u>500,000</u>
- b. Property Damage:

Each Accident	\$ <u>100,000</u>
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4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:

Each Accident	\$ <u>600,000</u>
Annual Aggregate	\$ <u>1,000,000</u>
- b. Property Damage:

Each Accident	\$ <u>600,000</u>
Annual Aggregate	\$ <u>1,000,000</u>

5. Additional named insureds: Owner, Engineer

SC-5.06.A. Delete paragraph 5.06.A in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. Be written on a Builder's Risk "all – risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
3. Include expense incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided

that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. Allow for partial utilization of the Work by OWNER;
6. Include testing and startup; and
7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

CONTRACTOR shall be responsible for any deductible or self – insured retention.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06C. of the General Conditions.

SC-5.06.E. Delete paragraph 5.06.E in it's entirety.

SC-6.01.C Add the following new paragraph immediately after paragraph 6.01.B:

- C. At all times during the progress of the Work, CONTRACTOR shall be responsible for the security of all completed work, all materials stored but not yet incorporated into the Work, and material assets used to perform the Work.

SC-6.02.C Add the following paragraphs immediately after paragraph 6.02.B:

- C. Regular working hours are as established in General Conditions paragraph 6.02.B. If, at CONTRACTOR'S request and for his benefit, the OWNER consents to performance of work by CONTRACTOR outside of normal working hours, CONTRACTOR shall reimburse the OWNER for all reasonable costs associated with maintaining Resident Project Representative, Testing Laboratory, and Engineer functions during that or those overtime work period(s). Reasonable costs, in this instance, shall be taken to mean:
 1. Payroll costs for full-time employees required to perform the Resident Project Representative and Engineer functions. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. The expenses of performing overtime work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.
 2. Supplemental costs including:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Resident Project Representative staff, and Engineer staff incurred in discharge of duties connected with the overtime work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, which are consumed in the performance of the overtime work.
 - c. Rentals of equipment and machinery, and the parts thereof in accordance with rental agreements and the costs of transportation, loading, unloading, assembly, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements.

The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the overtime work.

- d. Sales, consumer, use, and other similar tax related to the overtime work as imposed by Laws and Regulations.
- e. The cost of additional fuel.
- f. Minor expenses such as telegrams, long distance telephone calls, expressage, and similar petty cash items in connection with the overtime work.
- g. Testing Laboratory overtime charges.

SC-6.04.A. Add the following sentence to the end of paragraph 6.04.A;

Updated progress schedule shall be submitted at least monthly.

SC-6.08.B Add the following new paragraph immediately after paragraph 6.08.A:

- B. Work sites and easements; and permits for construction inside highway right-of-way; and licenses agreements for crossing railroads; as required to construct the Work will be acquired by the Owner. The Contractor shall comply with the provisions of such easements, permits and license agreements. Acquisition of any other special licenses and permits required will be the responsibility of the Contractor. The lands involved will be assumed to encompass at least the minimum areas needed to complete the Work, but this does not necessarily mean that all trenches or other excavations can be back-sloped without bracing or shoring. Copies of all such deeds, easements, permits, etc., shall be made available to the Contractor.

SC-6.12.B Add the following new paragraphs; immediately after paragraph 6.12.A:

- B. OWNER reserves the right to stop work for CONTRACTOR'S failure to maintain Record Drawings as described herein. CONTRACTOR shall make no claim for damages as a result of OWNER stopping work for CONTRACTOR'S failure to maintain Record Drawings.
- C. CONTRACTOR'S failure to maintain Record Drawings as described herein will result in the suspension of Progress Payment(s) until such time as the Record Drawings are made current to the OWNER'S satisfaction. CONTRACTOR shall make no claim for damages as a result of the suspension of Progress Payment(s) due to CONTRACTOR'S failure to maintain Record Drawings.

SC-9.10 Add the following paragraphs immediately after paragraph 9.09:

9.10 Resident Project Representative

- A. The authority and duties of the Resident Project Representative is limited to examining the material furnished and observing the work done, and to report findings to the OWNER and ENGINEER. The OWNER does not underwrite, guarantee or insure the work done by the Contractors, and since it is the Contractor's responsibility to perform the work in accordance with the Contract Documents, the OWNER is not responsible or liable for the Contractor's failure to do so. Failure by any Resident Project Representative or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work

of the Contractors shall never relieve the Contractors for liability thereof or subject the OWNER to any liability for any such defect or deficiencies.

- B. Neither Resident Project Representative's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Resident Project Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Resident Project Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Resident Project Representative to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Resident Project Representative will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. Resident Project Representative will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- D. Resident Project Representative will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- E. Resident Project Representative's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- F. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to Resident Project Representative's assistants.

SC-11.03.D Delete paragraph 11.03.D. in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement;
 - 2. If there is no corresponding adjustment with respect to any other item of Work; and
 - 3. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-14.02.A.1 Revise the submittal date to the 25th of each month.

SC-14.02.A.4 Add the following new paragraph immediately after paragraph 14.02.A.3;

4. The anticipated amount of the next progress payment shall be submitted with each application for payment

SC-14.02.C.1 At the beginning of paragraph 14.02.C.1 Delete "Ten" and put in its place "Forty-Five".

SC-17.07 Add the following paragraph immediately after paragraph 17.06:

17.07 Contractor Claims and Third – Party Beneficiaries

- A. Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by the ENGINEER.

END OF SECTION

Section 00 73 10

SPECIAL PROVISIONS

PART 1 – GENERAL

1.01 BONDS

Bidders must submit with the Bid a Cashier's or Certified Check payable to the City of Justin, in the amount of 5% of the maximum price bid, or submit a Bid Bond in the same amount from a surety Company to the City, as a guarantee that the bidder will enter into a contract and execute the required bonds after the acceptance of the bid and award of the contract.

In accordance with Chapter 2253 of the Local Government Code of Texas, V.T.C.A., the successful bidder will be required to furnish Performance, Payment, and Maintenance Bonds in the full amount of the contract. The Bonds must be executed by an approved Surety Company holding a permit from the State of Texas to act as Surety. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond.

1.02 WARRANTY

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of acceptance. If the owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

1.03 INSURANCE REQUIREMENTS

A. CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts.

- (1) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease --- each employee, \$500,000 disease-policy limit.
- (2) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of

this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products – Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- (3) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

B. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

C. "UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

D. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

- (1) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
 - (i) each policy shall name the OWNER as an additional insured as to all applicable coverage;

- (ii) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.
 - (iii) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
 - (iv) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and
 - (v) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (2) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
- (i) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
 - (ii) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - (iii) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (3) CONTRACTOR agrees to the following:
- (i) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
 - (ii) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
 - (iii) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

- (iv) no special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

E. VEHICLES INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used while performing services in the City.

1.04 ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

1.05 CONTRACT TIME AND LIQUIDATED DAMAGES

As time is of the essence on this Contract, the Contractor agrees to commence work under this Contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the work within eighty (80) consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the General Provisions. The Contractor further agrees to pay as liquidated damages, the sum of \$120.00 for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of \$120.00 per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

1.06 PAYMENT

Contractor shall submit to the City a monthly invoice for services performed that month. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

1.07 SITE SURVEYING

The Contractor shall be responsible for all required site surveying to include: lines, grades, centerlines, off-set stakes, etc. necessary to lay out and install the paving, storm drain, water, and sanitary sewer system improvements as designed and shown on the plan sheets in these contract documents.

1.08 UTILITY LOCATES AND COORDINATION

The Contractor shall be responsible for securing the services of a utility location firm to provide "locates" for any underground utilities in the areas of the proposed construction. All coordination of such activities shall be the responsibility of the Contractor.

1.09 CITIZEN NOTIFICATION

The Contractor shall be responsible for the preparation and distribution of a City-approved "Notice of Construction" letter to all businesses and residents who will be directly affected by the proposed paving, storm drain, water, and sewer construction activities. The City Project Inspector will designate to the Contractor which houses/businesses are to receive the notices. This notice must include contact phone numbers for the Contractor and a brief description of the duration and general type of work to be done.

1.10 CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and not effective unless signed by an authorized representative of the City.

1.11 NON-DISCRIMINATION

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth.
- B. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

1.12 LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

1.13 PATENT INDEMNITY

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

1.14 INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

1.15. GRATUITIES/BRIBES

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

1.16 TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 00 73 16

INSURANCE REQUIREMENTS

Part 1 – GENERAL

1.1 Certificate of Insurance

A. Prior to the approval of this contract by the Owner, CONTRACTOR shall furnish a completed Insurance Certificate to the Engineer's Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. OWNER SHALL HAVE NO DUTY TO PAY OR PERFORM THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE ENGINEER'S OFFICE, and no officer or employee shall have authority to waive this requirement.

1.2 Insurance Coverage Required

A. OWNER reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

B. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by OWNER, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the OWNER, in the following type(s) and amounts:

COVERAGES	LIMITS
1. Workers' Compensation and Employers Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability insurance including coverage for the following: a. Premises/operations b. Independent contractors c. Products/completed operations d. Personal injury e. Contractual liability f. Medical payments g. Underground hazard h. Explosion & collapse hazards i. OWNER'S property in CONTRACTOR'S care, custody or control Page	Combined single limit for bodily injury and property damage of \$600,000 per occurrence or its equivalent

3. **Comprehensive Automobile Liability**

Combined single limit for bodily insurance, including coverage for injury and property damage of loading and unloading hazards, for: \$100,000 per occurrence

- a. Owned/leased vehicles or its equivalent
- b. Non-owned vehicles
- c. Hired vehicle

1.3 REQUIRED PROVISIONS

A. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- 1. _____ (OWNER) and its officers, and employees as additional insureds, (as the interests of each insured may appear) as to all applicable coverage;
- 2. Provide for 45 days notice to OWNER for cancellation, non-renewal, or material change;
- 3. Provide for notice to OWNER at the address shown below by registered mail;
- 4. CONTRACTOR agrees to waive subrogation against the OWNER, its officers and employees for injuries, including death, property damage, or any other loss;
- 5. Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification provision cited below, shall be underwritten by contractual liability coverage sufficient to include such

1.4 INDEMNITY PROVISION

A. The following is to be included in CONTRACTOR'S Insurance Certificate either by verbatim recitation or specific reference to this section.

CONTRACTOR agrees to defend, indemnify and hold OWNER, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this contract, or by any other negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of OWNER, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of CONTRACTOR and OWNER, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses of the parties under Texas law. The provision of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

1.5 ADDITIONAL POLICY ENDORSEMENTS

A. OWNER shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by OWNER, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

1.6 NOTICES

A. CONTRACTOR shall notify OWNER in the event of any changes in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to OWNER at the following address:

1.7 CONTRACTOR RESPONSIBILITY

A. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

Section 00 73 46

FEDERAL WAGE RATE DECISION

- 1.01 The minimum wage rates for this project are duplicated following.

END OF SECTION

"General Decision Number: TX20230025 01/06/2023

Superseded General Decision Number: TX20220025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	**
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	**
Structures.....	\$ 13.84	**
LABORER		
Asphalt Raker.....	\$ 12.69	**
Flagger.....	\$ 10.06	**
Laborer, Common.....	\$ 10.72	**
Laborer, Utility.....	\$ 12.32	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade Servicer.....	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	**
Asphalt Paving Machine.....	\$ 13.99	**
Broom or Sweeper.....	\$ 11.74	**
Concrete Pavement Finishing Machine.....	\$ 16.05	**
Concrete Saw.....	\$ 14.48	**
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	**
Excavator, 50,000 pounds or less.....	\$ 17.19	
Excavator, over 50,000 pounds.....	\$ 16.99	
Foundation Drill , Truck Mounted.....	\$ 21.07	
Foundation Drill, Crawler Mounted.....	\$ 17.99	
Front End Loader 3 CY or Less.....	\$ 13.69	**

Front End Loader, over 3 CY.\$ 14.72 **
 Loader/Backhoe.....\$ 15.18 **
 Mechanic.....\$ 17.68
 Milling Machine.....\$ 14.32 **
 Motor Grader, Fine Grade...\$ 17.19
 Motor Grader, Rough.....\$ 16.02 **
 Pavement Marking Machine...\$ 13.63 **
 Reclaimer/Pulverizer.....\$ 11.01 **
 Roller, Asphalt.....\$ 13.08 **
 Roller, Other.....\$ 11.51 **
 Scraper.....\$ 12.96 **
 Small Slipform Machine.....\$ 15.96 **
 Spreader Box.....\$ 14.73 **

Servicer.....\$ 14.58 **

Steel Worker (Reinforcing).....\$ 16.18 **

TRUCK DRIVER

Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25 **
 Single Axle.....\$ 12.31 **
 Single or Tandem Axle Dump
 Truck.....\$ 12.62 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86 **
 Transit-Mix.....\$ 14.14 **

WELDER.....\$ 14.84 **

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$16.20) or 13658
 (\$12.15). Please see the Note at the top of the wage
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

MOBILIZATION

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for mobilization is on a stipulated price basis.
- B. Mobilization payments will be made in accordance with the following provisions. Sub-tasks shall be equally weighted in computation of amounts completed.
 - 1. Authorization for payment of twenty (20) percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:
 - a. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreements); and
 - b. Issuance of Notice to Proceed by Engineer to Contractor.
 - 2. Authorization for payment of fifty (50) percent of the Contract Price for mobilization will be eligible for payment upon receipt and approval by Engineer of the following items, as applicable:
 - a. Schedule of values;
 - b. Trench safety program;
 - c. Construction schedule.
 - d. Pre-construction photographs; and
 - f. Dewatering plan, if required.
 - 3. Authorization for payment of the remaining thirty (30) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the Mobilization unit price.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.
- D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 1. Schedule of Values.
 2. Construction Schedules.
 3. Shop Drawings, Product Data, and Samples
 4. Operations and Maintenance Data.
 5. Manufacturer's Certificates.
 6. Construction Photographs.
 7. Project Record Documents.
 8. Video Tapes.
 9. Design Mixes.

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling:
 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.
 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:
 - i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;
 - ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;
 - iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.
 3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is

responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).
5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.
7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.
2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
3. Identify time nature of submittal, either ROUTINE or CRITICAL.
4. Identify variations from requirements of Contract Documents and identify product or system limitations.
5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.
2. As a minimum, Transmittal Cover information shall include:
 - i. Contractor's name.
 - ii. Job number.
 - iii. Submittal number.
 - iv. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
 - v. Signature line for Contractor.
 - vi. Submittal type – routine or critical
3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values in accordance with Section 01 29 70 - Schedule of Values.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules as provided in Project Manual.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Submit shop drawings in accordance with Section 01 33 20 - Shop Drawings, Product Data, and Samples.

1.06 OPERATIONS AND MAINTENANCE DATA

- A. Submit Operations and Maintenance data in accordance with Section 01 78 20 - Operations and Maintenance Data.

1.07 MANUFACTURER'S CERTIFICATES

- A. When required in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of the certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.08 CONSTRUCTION PHOTOGRAPHS

- A. Submit Construction Photographs in accordance with Section 01 32 30 – Construction Photographs.

1.09 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01 78 10 - Project Record Documents.

1.10 VIDEO

- A. Submit television video tapes as required by the specification items.
- B. Transmittal forms for video tapes shall be numbered sequentially beginning with T01, T02, T03, etc.

1.11 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

- A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:
 - 1. As much as possible, all catalog cuts and manufacturer's information shall be original.
 - 2. Copies, when required, shall be clean and entirely legible.
 - 3. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.
 - 4. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.
- B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

TESTING LABORATORY SERVICES (BY CONTRACTOR)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

- A. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

- A. The Contractor shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control, perform in-place quality control and verification identified in individual Specification sections.
- B. The cost of all testing required for this project shall be the responsibility of the Contractor. He shall coordinate all testing with the Owner's Representative. The cost of any retests required as a result of failing tests shall also be borne by the Contractor.

1.04 QUALIFICATION OF LABORATORY

- A. Meet laboratory requirements of ASTM E 329.
- B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

- A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.
- B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.
- C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, Engineer and Owner's Representative.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of the Contractor.
- D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Owner's Representative and for testing laboratory personnel.
- B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
- C. Notify the Owner's Representative and the testing laboratory during normal working hours of the 24 hours in advance of the expected time for operations requiring inspection and testing services.

- If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
- D. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.
 - E. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested to obtain and handle samples at the site and to facilitate tests and inspections including storage of test samples.
 - C. Employment of a testing laboratory by the Contractor shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing specified in individual Specification sections.

END OF SECTION

Section 02 00 00

PROJECT TECHNICAL SPECIFICATIONS

BOSS RANGE ROAD IMPROVEMENTS

Technical specifications for this project shall be governed generally by the North Central Texas Council of Governments (NCTCOG) - Public Works Construction Standards latest edition and, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by Texas Department of Transportation in 2014 (TxDOT), except as modified or amended by the construction contract documents. The NCTCOG and TxDOT Specifications are considered part of the Project Construction Contract Documents as if bound herein.

BID ITEM NO. 1: MOBILIZATION

This item governs the movement of personnel, equipment and supplies to and from the project site to begin work and will be in accordance to Item 01 29 10. This item will be measured by the lump sum (LS) as work progresses. Payment for this item will be partial payments as depicted in Item 01 29 10 payment section and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 2: TRAFFIC CONTROL

This item is for the design, installation, relocation, removal, and continual maintenance of traffic control devices during the construction of the paving, storm, drainage, water, and sewer facilities and shall be done in accordance with NCTCOG Item 801.1. A traffic control plan shall be submitted by the Contractor for approval by the City. The plans shall be prepared by a Texas licensed Professional Engineer in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices, (TMUTCD). Measurement and payment for this item shall be made on the basis of the lump sum (LS) price bid for the design, preparation, installation, relocation, removal, and maintenance of the traffic control plan.

BID ITEM NO. 3: TEMPORARY EROSION, SEDIMENTATION AND WATER POLLUTION PREVENTION (SWPPP)

This item governs the installation, maintenance, and removal of erosion, sedimentation, and environmental control devices and shall be done in accordance with NCTCOG Item 202. An SWPPP shall be provided by the Contractor and shall be prepared by a Professional Engineer licensed in the State of Texas. This item will be measured as a lump sum (LS). Payment for this item shall be by the contract unit price bid per lump sum and shall be full compensation all maintenance materials, labor, tools, equipment, and incidentals necessary to complete the work. These devices shall not be removed for any reason until the project is approved by the City of Justin.

BID ITEM NO. 4: PAVEMENT MARKING AND MARKERS COMPLETE IN PLACE

This item governs the installation of type II reflective pavement markings to the lines and locations shown on the plan set and in accordance with TxDOT Specification Item 666 "Reflective Pavement Markings." Measurement and payment for this item shall be by the contract unit price bid per lump sum (LS) and shall be total compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

BID ITEM NO. 5: PREPARING ROW

This item governs the preparation of the right of way and designated easements for construction operations Included in the item, unless otherwise specified, is removing and disposing of all obstructions, trees, walls, driveways and other structures. Safety end treatments and storm drain pipes as shown on the plans are also included when removal of such obstructions and others is not specifically shown on the plans to be paid by other items. The contractor shall be responsible for mowing and litter removal in the public street right of way and designated easements within the construction limits as often as necessary and as directed

Section 02 00 00

Page 1 of 5

Project Technical Specifications

by the City at no separate pay. At no time shall vegetation within the project limits reach a height greater than six (6) inches. Work shall be performed in accordance with NCTCOG Item 203.1, "General Site Preparation." This item will be measured by the station, STA, regardless of the width of the right of way as shown on the plans. Payment for this item shall be by the contract unit price bid per station (STA) and shall be full compensation for equipment, labor, tools, and incidentals necessary to complete the work. Total payment for this item will not exceed 10% of the original contract amount until final acceptance or the initial release of retainage. The remainder will be paid on the estimate after the partial release of retainage.

BID ITEM NO. 6: PROJECT SIGNS

This item governs the installation, maintenance, and removal of project signs and shall be done in accordance with NCTCOG Item 107.21, "Project Signs." This item will be measured per each (EA). Payment for this item shall be by the contract unit price bid per each and shall be full compensation all maintenance materials, labor, tools, equipment, and incidentals necessary to complete the work. These devices shall not be removed for any reason until the project is approved by the City of Justin. The project sign shall be submitted for approval prior to fabrication and placement.

BID ITEM NO. 7: REMOVE TREE (6"-18")

This item governs the removal of trees in locations shown on the plan set and shall be in accordance with NCTCOG Item 203.1 "Removal, Replacement and Protection of Trees, Shrubbery, Plants, Sod and Other Vegetation" All cleared material shall be promptly removed from the site and properly disposed. Stockpiling of cleared material will not be allowed. Burning of cleared material is prohibited. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 8: REMOVE TREE (20"-32")

This item governs the removal of trees in locations shown on the plan set and shall be in accordance with NCTCOG Item 203.1 "Removal, Replacement and Protection of Trees, Shrubbery, Plants, Sod and Other Vegetation" All cleared material shall be promptly removed from the site and properly disposed. Stockpiling of cleared material will not be allowed. Burning of cleared material is prohibited. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 9: REMOVE ASPHALT PAVEMENT

This item governs the removal and disposal of asphalt pavements in the areas and to the lines and grades shown in the plans and shall be in accordance with NCTCOG Item 203.1. Measurement and payment for this item shall be by the contract unit price bid per square yard (SY) and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 10: REMOVE GRAVEL DRIVEWAY

This item governs the removal and disposal of gravel driveway in the areas and to the lines and grades shown in the plans and shall be in accordance with NCTCOG Item 203.1. Measurement and payment for this item shall be by the contract unit price bid per square yard (SY) and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 11: REMOVE CONCRETE DRIVEWAY

This item governs the removal and disposal of concrete driveway in the areas and to the lines and grades shown in the plans and shall be in accordance with NCTCOG Item 203.1. Measurement and payment for this item shall be by the contract unit price bid per square yard (SY) and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 12: REMOVE, SALVEGE AND RELOCATE MAILBOX

This item governs the removal, salvage and installation of mailbox. The removal and salvage shall be in accordance with NCTCOG 203.1, "General Site Preparation". Contractor to install in accordance with United States Postal Services guidelines. This item shall be measured by the linear foot (LF). Payment for this item shall be the contract unit price bid per each (EA) and shall be full compensation for furnishing all labor, materials, equipment, tools, equipment, supplies and incidentals necessary to complete the work.

BID ITEM NO. 13: REMOVE AND REPLACE BARBED WIRE FENCE

This item governs the removal and construction of barbed wire fence and shall be in accordance with NCTCOG 203.1, "General Site Preparation" and TxDOT Item 552, "Wire Fence". The fence shall be Type "A" with wood posts. This item shall be measured by the linear foot (LF). Payment for this item shall be by the contract unit price and shall be full compensation for furnishing all labor, materials, equipment, tools, equipment, supplies and incidentals necessary to complete the work.

BID ITEM NO. 14: REMOVE AND REPLACE PIPE FENCE AND GATE

This item governs the removal and construction of pipe fence and gate and shall be in accordance with NCTCOG 203.1, "General Site Preparation" and the construction shall be in accordance with TxDOT Item 552, "Wire Fence". This item shall be measured by the linear foot (LF). Payment for this item shall be by the contract unit price and shall be full compensation for furnishing all labor, materials, equipment, tools, equipment, supplies and incidentals necessary to complete the work.

BID ITEM NO. 15: REMOVE AND REPLACE GUARDRAIL

This item governs the removal and the installation of guardrail. The removal shall be in accordance with NCTCOG 203.1, "General Site Preparation" and the construction shall be in accordance with TxDOT Item 540, "Metal Beam Guard Fence". This item shall be measured by the linear foot (LF). Payment for this item shall be by the contract unit price and shall be full compensation for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work.

BID ITEM NO. 16: UNCLASSIFIED ROADWAY EXCAVATION

This item shall consist of the roadway excavation of existing material in the areas and to the lines, grades, and typical sections shown on the plans. Excavation shall include all materials encountered regardless of their nature or of the manner in which they are removed. Work shall be in accordance with NCTCOG Item 203.2 "Unclassified Excavation." Measurement and payment for this item shall be by the contract unit price bid per cubic yard (CY) in its original position as computed by the method of average end areas at an interval of 100'. Embankment shall be considered subsidiary to this item.

This is a "plans quantity" measurement item and the quantity to be paid for will only be that quantity shown in the proposal. Limits of measurement for excavation in retaining wall areas are restricted to R.O.W. limits shown in plans. Shrinkage or swelling factors will not be considered in determining the calculated quantities. All material including surplus material unsuitable for use as fill shall be disposed off-site by the contractor.

BID ITEM NO. 17: 1" HMAC TYPE "D"

This item governs the furnishing and constructing of 2" Thick Type "D" HMAC (Method PG64-22) pavement and shall be in accordance to NCTCOG Item 302. Tack and prime coats required for construction shall be considered subsidiary to this item. Measurement and Payment shall be by the contract unit price bid per square yard (SY) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work. Recycled asphalt pavement will not be allowed in the mix design.

BID ITEM NO. 18: 2" HMAC TYPE "D"

This item governs the furnishing and constructing of 2" Thick Type "D" HMAC (Method PG64-22) pavement and shall be in accordance to NCTCOG Item 302. Tack and prime coats required for construction shall be

considered subsidiary to this item. Measurement and Payment shall be by the contract unit price bid per square yard (SY) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work. Recycled asphalt pavement will not be allowed in the mix design.

BID ITEM NO. 19: 4" HMAC TYPE "B"

This item governs the furnishing and constructing of 4" Thick Type "B" HMAC (Method PG64-22) pavement and shall be in accordance to NCTCOG Item 302. Tack and prime coats required for construction shall be considered subsidiary to this item. Measurement and Payment shall be by the contract unit price bid per square yard (SY) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work. Recycled asphalt pavement will not be allowed in the mix design. HMAC shall be installed in maximum 2" lifts.

BID ITEM NO. 20: 8" LIME TREATED SUBGRADE (47 LB/SY)

This item shall be to mix and compact lime, water, and subgrade or base in the roadway and be in accordance with NCTCOG Item 301.2 "Lime Treatment." Measurement and Payment shall be by the contract unit price bid per square yard (SY) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work. No payment will be made for thickness or width exceeding that shown on the plans.

BID ITEM NO. 21: LIME MATERIAL FOR TREATED SUBGRADE

This item shall be to mix and compact lime, water, and subgrade or in the roadway and shall be in accordance with NCTCOG Item 301.2 "Lime Treatment." A hydrated lime slurry shall be used. Measurement and Payment shall be by the contract unit price bid per ton (TON) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work.

BID ITEM NO. 22: 6" ASPHALT DRIVEWAY APPROACH

This item governs the installation of 6" asphalt driveway approach and shall be in accordance with NCTCOG 302, "Asphalt Pavement". This item shall be measured by the square yard (SY). Payment for this item shall be by the contract unit price and shall be full compensation for excavating and preparing the subgrade; furnishing and placing all materials, including gravel base and expansion joint materials; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM NO. 23: 6" CONCRETE DRIVEWAY

This item governs the construction of 6" concrete driveway approaches as shown in the plans. Driveways shall begin at the edge of pavement and follow the lines and grades shown in the plan set and in accordance with the NCTCOG Item 305.2, "Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps." Class C concrete shall be used. Measurement and Payment shall be by the contract unit price bid per square yard (SY) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work.

BID ITEM NO. 24: 4" TOPSOIL

This item governs the furnishing and placement of topsoil to the depths and grades on the areas shown on the plans and shall be in accordance with NCTCOG 204.2, "Topsoil." Modification to NCTCOG Item 202.2.3: The minimum thickness of approved topsoil shall be 4-inches and shall be placed to the lines and grades shown on the plans. Measurement and Payment shall be by the contract unit price bid per square yard (SY) and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work.

BID ITEM NO. 25: SEEDING HYDROMULCH

This item governs preparing the ground, providing, and planting seed mixture of the kind specific along and across areas of disturbance and shall be in accordance with NCTCOG 204.6, "Seeding Turfgrass". This item shall be measured by the square yard (SY). Payment for this item shall be by the contract unit price

and shall be full compensation for furnishing all materials, including water for seed-fertilizer slurry and hydraulic mulching, fertilizer, and for performing all operations necessary to complete the work.

BID ITEM NO. 26: 18" REINFORCED CONCRETE PIPE CLASS III

This item governs the furnishing, and installation of reinforced concrete pipes as indicated in the plans. The work shall be done to the lines, grades, and pipe size shown on the plan set and shall be in accordance with TxDOT item 464, "Reinforced Concrete Pipe". Measurement and Payment shall be by the contract unit price bid per linear foot (LF) by size of pipe and shall be full compensation for materials, labor, equipment, tools, and incidentals necessary to complete the work.

BID ITEM NO. 27: SAFETY END TREATMENT (TY I) (18 IN) (RCP) (6:1) (P)

This item governs the installation of safety end treatment (TY II) (24 IN) (RCP) (4:1) (P) and shall be in accordance with TxDOT Item 467, "Safety End Treatment". This item shall be measured by each (EA). Payment for this item shall be by the contract unit price and shall be full compensation for furnishing, transporting, and placing all concrete, pipe runners, steel reinforcement, mortar, castings for shaping of bed, jointing to new or existing structures, and all other materials, tools, equipment, labor, and incidentals necessary to perform the work prescribed above.

BID ITEM NO. 28: REMOVE CULVERT (12"-24")

This item governs the removal of 12"-24" culverts and shall be in accordance with NCTCOG 203.1, "General Site Preparation". This item shall be measured by the linear foot (LF). Payment for this item shall be by the contract unit price and shall be full compensation for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work.

BID ITEM NO. 29: TEMPORARY ASPHALT PAVEMENT REPAIR

This item governs the repair of temporary asphalt pavement and shall be done in accordance with NCTCOG Item 402, "Pavement Cut, Excavation, and Repair". This item will be measured by the linear foot (LF). Payment for this item shall be by the contract unit price per each and shall be full compensation for including excavation, compaction, rolling and finishing, for disposal of all surplus material, and for all labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and specifications.

BID ITEM NO. 30: GROUTED RIPRAP AROUND BRIDGE PIERS

This item governs the installation of 18" rock riprap (36" thick) and shall be in accordance with NCTCOG 803.3, "Riprap". This item shall be measured and paid by cubic yards (CY). This item shall include the installation and grouting of riprap around bridge piers to armor existing bridge piers and abutments. Payment for this item shall be by the contract unit price and shall be full compensation for preparing the subgrade, including excavation; for furnishing and placing all materials; for furnishing, placing, shaping and tamping backfill; for proper disposal of all surplus materials; and for all labor, filter fabric, tools, equipment, and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

BID ITEM NO. 31: 4" CONCRETE RIPRAP AROUND ABUTMENT

This item governs the installation of 4" concrete riprap and shall be in accordance with NCTCOG 803.3, "Riprap". This item shall be measured by the square yard (SY). Payment for this item shall be by the contract unit price and shall be full compensation for preparing the subgrade, including excavation; for furnishing and placing all materials; for furnishing, placing, shaping and tamping backfill; for proper disposal of all surplus materials; and for all labor, tools, equipment, and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

CONSTRUCTION PLANS
FOR
CITY OF JUSTIN
BOSS RANGE ROAD IMPROVEMENTS
FINAL DESIGN PLANS
FEBRUARY 2024

FOR
CITY OF JUSTIN



415 N COLLEGE STREET
JUSTIN, TEXAS 76247
(940) 648-2541

JAMES CLARK
MAYOR

RICKY JONES
COUNCIL MEMBER-PLACE 1

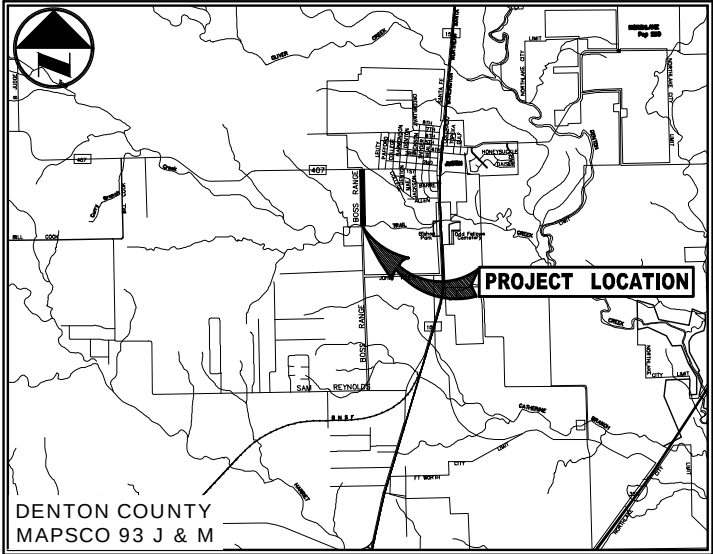
TOMAS MENDOZA
COUNCIL MEMBER-PLACE 2

JOHN MOUNCE
COUNCIL MEMBER-PLACE 3

ALYSSA LINENKUGEL
COUNCIL MEMBER-PLACE 4

DYLAN JAMES
COUNCIL MEMBER-PLACE 5

CHRISSA HARTLE
COUNCIL MEMBER-PLACE 6



VICINITY MAP
(NOT TO SCALE)

PREPARED BY

Westwood

Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
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SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	PROJECT QUANTITIES
4-5	TYPICAL SECTIONS
6-7	PROJECT LAYOUT
8-9	DRAINAGE AREA MAP
10	STORM PLAN & PROFILE
11-18	PAVING PLAN & PROFILE
19-26	PAVING CROSS SECTIONS
27-28	STRIPING LAYOUT
29-30	EROSION CONTROL PLAN
31-39	CONSTRUCTION DETAILS
40	TXDOT TWO WAY TRAFFIC CONTROL PLAN

* THE STANDARD SHEETS, SPECIFICALLY IDENTIFIED IN THIS
DRAWING SHEET INDEX, HAVE BEEN SELECTED BY ME OR
UNDER MY RESPONSIBLE SUPERVISION AS BEING
APPLICABLE TO THIS PROJECT.



CHRISTOPHER J. CHA, P.E.



THE SEAL APPEARING ON THIS DOCUMENT WAS
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ENGINEERING PRACTICE ACT.

GENERAL NOTES:

GENERAL

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF JUSTIN TECHNICAL CONSTRUCTION STANDARDS AND SPECIFICATIONS.
2. UTILITY CONTRACTOR AND STREET CONTRACTOR ARE TO NOTIFY THE CITY AT (940) 648-2541, AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL CONSTRUCTION BARRICADING TO BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION'S CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" GUIDELINES.
4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PLANS TO BE APPROVED BY THE CITY.
5. CONSTRUCTION BETWEEN PINE CREST DRIVE AND OVALETTA DRIVE SHALL BE COMPLETED WHEN SCHOOL IS NOT IN SESSION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF A MAXIMUM NUMBER OF PASSING FIELD DENSITY TESTS ON LIME AND CEMENT STABILIZED SUBGRADE EQUAL TO THE RATIO OF 2 PER 100 LINEAR FEET OF STREET, ALL FAILING DENSITY TESTS AND REQUIRED MOISTURE-DENSITY CURVES.

PAVEMENT

7. SAWING AND SEALING OF ALL LONGITUDINAL AND TRANSVERSE PAVEMENT JOINTS SHALL BE CONSIDERED SUBSIDIARY TO ALL PAVING ITEMS.
8. NO FLY ASH WILL BE ALLOWED.
9. ALL REINFORCING STEEL SHALL BE GRADE 60. MADE IN USA STEEL ONLY!
10. REFER TO TXDOT SPECIFICATION ITEM 360 FOR TEMPERATURE RESTRICTIONS. CONCRETE TEMPERATURE PRIOR TO PLACEMENT SHALL NOT EXCEED 95°F.
11. ALL STREET PAVEMENT SHALL BE CLASS "C" CONCRETE PER NCTCOG ITEM 303, REINFORCED WITH #4 BARS, GRADE 60.
12. ALL FILL SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698), UNLESS NOTED OTHERWISE.
13. "CURB RAMPS" ARE TO BE CONSTRUCTED ON ALL PERMANENT CURB RETURNS AT INTERSECTIONS OF ALL STREETS OR AS DIRECTED BY THE CITY.
14. ALL ROCK RIPRAP TO BE PLACED ON FILTER FABRIC.
15. ALL EXPOSED CONCRETE PORTIONS OF BRIDGES, CULVERTS, WINGWALLS, AND HEADWALLS WILL REQUIRE A TWO-RUB FINISH IN ACCORDANCE WITH NCTCOG ITEM NO. 702.4.13.1, TYPE 1 WITH TWO-RUB FINISH.
16. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY & TXDOT R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE OWNER TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
17. TOPSOIL SHALL BE 4 INCHES IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLOUDS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE OWNER PRIOR TO INSTALLATION.
18. MATERIAL DISPOSAL FOR CITY PROJECTS- THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING OF PROPOSED MATERIAL DISPOSAL SITES TO BE UTILIZED WITHIN THE CITY OF JUSTIN. THE NOTIFICATION SHALL INCLUDE THE LEGAL LOT/BLOCK, ADDITION DESCRIPTION AND ADDRESS OF THE PROPOSED SITE. THE CITY SHALL BE NOTIFIED TWO (2) WEEKS IN ADVANCE OF ANY MATERIAL BEING DEPOSITED.
19. MATERIAL DISPOSAL FOR DEVELOPER PROJECTS- THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING OF PROPOSED MATERIAL DISPOSAL SITES TO BE UTILIZED OUTSIDE OF THE PROJECT LIMITS AND INSIDE OF THE CITY OF JUSTIN. PROJECT LIMITS SHALL BE DEFINED AS PROPERTY OWNED BY THE DEVELOPER AND PART OF THE ADDITION BEING CONSTRUCTED. THE NOTIFICATION SHALL INCLUDE LEGAL LOT/BLOCK, ADDITION DESCRIPTION AND ADDRESS OF THE PROPOSED SITE. THE CITY SHALL BE NOTIFIED TWO (2) WEEKS IN ADVANCE OF ANY MATERIAL BEING DEPOSITED.

STORM SEWER

20. ALL STORM DRAINAGE PIPE SHALL BE ASTM C-76, CLASS III REINFORCED CONCRETE, UNLESS NOTED OTHERWISE.
21. IN GENERAL, INLET REINFORCING STEEL SHALL BE #4 BARS ON 12" CENTERS BOTH WAYS FOR GUTTER, BOTTOM SLAB ENDS, FRONT AND BACK WALLS, AND #4 BARS ON 6" CENTERS BOTH WAYS FOR TOP SLAB. AN ADDITIONAL #6 BAR SHALL BE PLACED IN THE FRONT EDGE OF THE TOP SLAB IN THE INLETS AND ADDITIONAL REINFORCING STEEL SHALL BE PLACED AROUND MANHOLES AS SHOWN.
22. ALL REINFORCING STEEL SHALL BE GRADE 60. MADE IN USA STEEL ONLY!
23. ALL DRAINAGE STRUCTURE CONCRETE SHALL BE CLASS "C" PER NCTCOG 702.2.4.2. ALL EXPOSED CORNERS SHALL BE CHAMFERED 3/4".
24. ALL REINFORCING STEEL SHALL HAVE A MINIMUM COVER OF 2" TO THE CENTERS OF THE BARS.
25. WHEN AN INLET IS PLACED IN AN EXISTING STREET, 10 FEET OF CURB UPSTREAM AND DOWNSTREAM FROM THE INLET SHALL BE REMOVED AND RE-POURED INTEGRALLY WITH THE INLET.
26. ALL BACK FILLING SHALL BE IN ACCORDANCE WITH ITEM 504.2.3.3 TO 95% MODIFIED PROCTOR DENSITY ASTM D698, UNLESS NOTED OTHERWISE ON DRAWINGS.
27. CENTER BEAM IS REQUIRED FOR ALL INLET OPENINGS GREATER THAN 10'-0".
28. TWO MANHOLE FRAMES AND COVERS ARE REQUIRED WHEN INLET OPENING IS GREATER THAN 10'-0".
29. ALL INLET FLOORS ARE TO HAVE A 2% SLOPE TOWARDS THE OUTLET PIPE.
30. MINIMUM CURB INLET OPENING SIZE IS 5'-0".
31. MAXIMUM CURB INLET OPENING SIZE IS 20'-0".
32. INLET OUTLET PIPE TO BE PLACED AT LOWEST END OF INLET FLOOR. MANHOLE COVER TO BE PLACED ABOVE OUTLET END OF INLET. IF THERE IS A CENTER BEAM, NON OUTLET COVER SHALL BE PLACED ADJACENT TO BEAM.
33. STORM DRAIN MANHOLE FRAME AND COVER SHALL BE CAST IRON, BASS AND HAYES PATTERN 224 (NON-LOCKING) W/ "BASS" LOGO OR APPROVED EQUAL.
34. INLET MANHOLE COVERS SHALL HAVE 24" STAINLESS STEEL CHAIN CHAINS WITH NO SWIVELS ATTACHED.
35. ALL STORM DRAIN BACKFILL SHALL BE PER NCTCOG SPEC. ITEM 504 AND SHALL BE COMPACTED PER NCTCOG SPEC ITEM 504.5.3.2. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.

CITY OF JUSTIN REQUIRED LABORATORY FIELD TESTS

SUB-GRADE

CONTRACTOR IS REQUIRED TO COMPLETE A SOIL ANALYSIS OF THE SUBGRADE TO DETERMINE THE METHOD AND AMOUNTS OF STABILIZATION (LIME OR CEMENT) REQUIRED BEFORE ANY PAVING IMPROVEMENTS ARE STARTED. THE RESULTS OF ALL TESTS MUST BE SUBMITTED TO THE CITY OF JUSTIN FOR REVIEW AND APPROVAL. THE CITY OF JUSTIN REQUIRES A MINIMUM OF 36LBS OF LIME PER SY OR 20LBS OF CEMENT TREATMENT PER SY OF DIRT APPLIED TO SUBGRADE UNLESS OTHERWISE APPROVED BY THE CITY.

LIME TREATMENT MUST CURE FOR 72HRS BEFORE REMIXING SUBGRADE AT WHICH TIME GRADATIONS MUST BE TAKEN.

Sieve Size	Minimum Passing
1 1/2-in. (45mm)	100%
No. 4 (4.75mm)	60%

GRADATIONS MUST BE TAKEN DIRECTLY AFTER CEMENT TREATMENT IS APPLIED AND MIXED BUT BEFORE SUBGRADE IS ROLLED/COMPACTED AND THE CEMENT IS CURED.

Sieve Size	Minimum Passing by Dry Weight ^{1,2}
1-in. (25mm)	100%
No. 4 (4.75mm)	95%

1. Exclusion of gravel or stone retained on these sieves.
2. Required asphalt pavement shall be pulverized so that 100 percent shall pass a 2-in. (50mm) sieve.

FIELD DENSITY TESTS AND LIME DEPTH CHECKS NEEDED AT THE RATE OF TWO PASSING TEST PER 100 LF OF SUBGRADE BEFORE PAVING.

FIELD DENSITY TESTS AT THE RATE OF ONE PASSING TEST PER EACH FOOT OF TRENCH DEPTH PER 250 LINEAR FEET OF TRENCH LENGTH.

BACKFILL TO BE COMPACTED IN 8" LIFTS TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 698. MOISTURE CONTENT MUST BE WITHIN MINUS (2) TO PLUS (4) OF THE OPTIMUM.

DENSITY TESTS ARE ONLY VALID FOR 72HRS AT WHICH TIME IF NO PAVING IS INSTALLED, ADDITIONAL TESTS ARE REQUIRED BEFORE CONTINUING.

CONCRETE

CONTRACTOR SHALL PROVIDE A COPY OF DESIGN MIX FOR THE PROPOSED CONCRETE PAVEMENT TO BE USED AND MUST BE APPROVED BY THE CITY BEFORE INSTALLATION. PUBLIC PAVING MUST BE MINIMUM CLASS "C" CONCRETE, 3,600PSI COMPRESSIVE STRENGTH AT 28 DAYS. NO FLY ASH IS ALLOWED IN ANY PUBLIC PAVING AREA.

NO CONCRETE SHALL BE PLACED WHEN THE AIR TEMPERATURE IS LESS THAN 40°F AND FALLING BUT MAY BE PLACED WHEN THE AIR TEMPERATURE IS ABOVE 35°F AND RISING.

AT LEAST 4 CYLINDERS BE PREPARED AND TESTED FOR EACH 100 CY OF CONCRETE PLACED EACH DAY. A TEST FOR SLUMP AND AIR ENTRAINMENTS SHALL BE TAKEN FOR EACH BATCH OF 4 TEST CYLINDERS. SLUMP MUST BE WITHIN 3-5 INCHES AND AIR BETWEEN 2-7 PERCENT.

RESULTS MUST COMPLY WITH PROJECT SPECIFICATIONS AND SUBMITTALS. IF REQUIRED, CORE DRILLED THICKNESS TESTS AT THE RATE OF ONE PASSING TEST PER 300 SY OF COMPLETED PAVEMENT.

ASPHALT

CONTRACTOR SHALL PROVIDE A COPY OF DESIGN MIX FOR THE PROPOSED ASPHALT PAVEMENT TO BE USED AND MUST BE APPROVED BY THE CITY BEFORE INSTALLATION.

RESULTS MUST COMPLY WITH PROJECT SPECIFICATIONS AND SUBMITTALS. IF REQUIRED, CORE DRILLED THICKNESS TESTS AT THE RATE OF ONE PASSING TEST PER 300 SY OF COMPLETED PAVEMENT.

ASPHALT MUST BE TESTED BY A LEVEL 1B CERTIFIED LABORATORY TECHNICIAN.

STORM SEWER

CCTV INSPECTION IS REQUIRED ON ALL STORM SEWER LINES. PIPE MUST BE CLEANED PRIOR TO CAMERA INSPECTION AND MUST USE ENOUGH WATER TO FILL ALL LOW POINTS. A VISUAL, LOW WATER FLOW TEST WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE.



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Westwood

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TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

Phone (817) 412-7155

Toll Free (888) 937-5150

4060 BRYANT IRVIN ROAD

FORT WORTH, TX 76109

westwoodps.com

GENERAL NOTES

BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	2

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PAVING IMPROVEMENTS												
BID ITEM #	BID ITEM DESCRIPTION	SPEC REFERENCE	UNIT	SHEET								TOTAL
				32+00-35+00	35+00-39+00	39+00-43+00	43+00-47+00	47+00-51+00	51+00-55+00	55+00-59+00	59+00-END	
1	Mobilization	01 29 10	LS	1								1
2	Traffic Control	NCTCOG 801.1	LS	1								1
3	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	NCTCOG 202	LS	1								1
4	Pavement Marking And Markers Complete In Place	TxDOT 666	LS	1								1
5	Preparing ROW	NCTCOG 203.1	STA	2.8	4.0	4.0	4.0	4.0	4.0	4.0	1.7	28.5
6	Project Signs	NCTCOG 107.21	EA	1							1	2
7	Remove Tree (6"-18")	NCTCOG 203.1	EA		11							11
8	Remove Tree (20"-32")	NCTCOG 203.1	EA		1							1
9	Remove Asphalt Pavement	NCTCOG 203.1	SY	90	109	89	89	89	89	89	44	688
10	Remove Gravel Driveway	NCTCOG 203.1	SY	21		193	47	227		282		770
11	Remove Concrete Driveway	NCTCOG 203.1	SY						262			262
12	Remove, Salvage and Relocate Mailbox	NCTCOG 203.1	EA							1		1
13	Remove and Replace Barbed Wire Fence (Type "A")	NCTCOG 203.1	LF		225	377	400	108		148		1,258
14	Remove and Replace Pipe Fence and Gate	NCTCOG 203.1	LF									0
15	Remove and Replace Guardrail	TxDOT 540	LF	89								89
16	Unclassified Roadway Excavation	NCTCOG 203.2	CY	1,200								1,200
17	1" HMAC Type "D"	NCTCOG 302	SY	1,013	1,609	1,606	1,627	1,650	1,649	1,663	784	11,601
18	2" HMAC Type "D"	NCTCOG 302	SY	328	615	407	700	752	762	764	337	4,665
19	4" HMAC Type "B"	NCTCOG 302	SY	437	615	407	700	752	762	764	337	4,774
20	8" Lime Treated Subgrade (47 LB/SY)	NCTCOG 301.3	SY	372	676	452	745	796	807	807	357	5,012
21	Lime Material For Treated Subgrade	NCTCOG 301.3	TON	8.7	15.9	10.6	17.5	18.7	19.0	19.0	8.4	117.8
22	6" Asphalt Driveway Approach	NCTCOG 302	SY	21								21
23	6" Concrete Driveway	NCTCOG 305.2	SY			90		106	148	30		374
24	4" Topsoil	NCTCOG 204.2	SY	23	470	474	562	524	467	496	911	3,927
25	Seeding Hydromulch	NCTCOG 204.6	SY	23	470	474	562	524	467	496	911	3,927

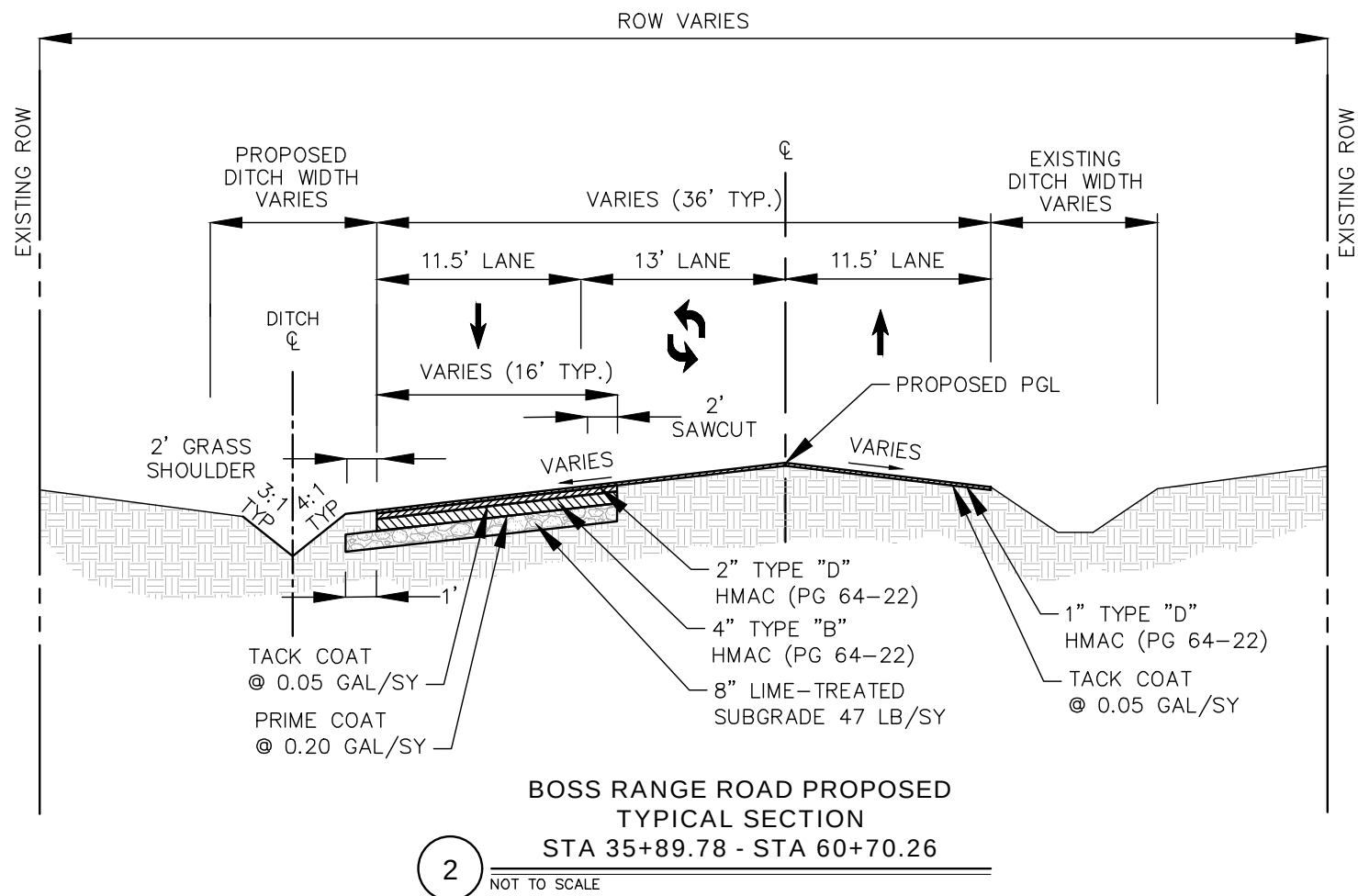
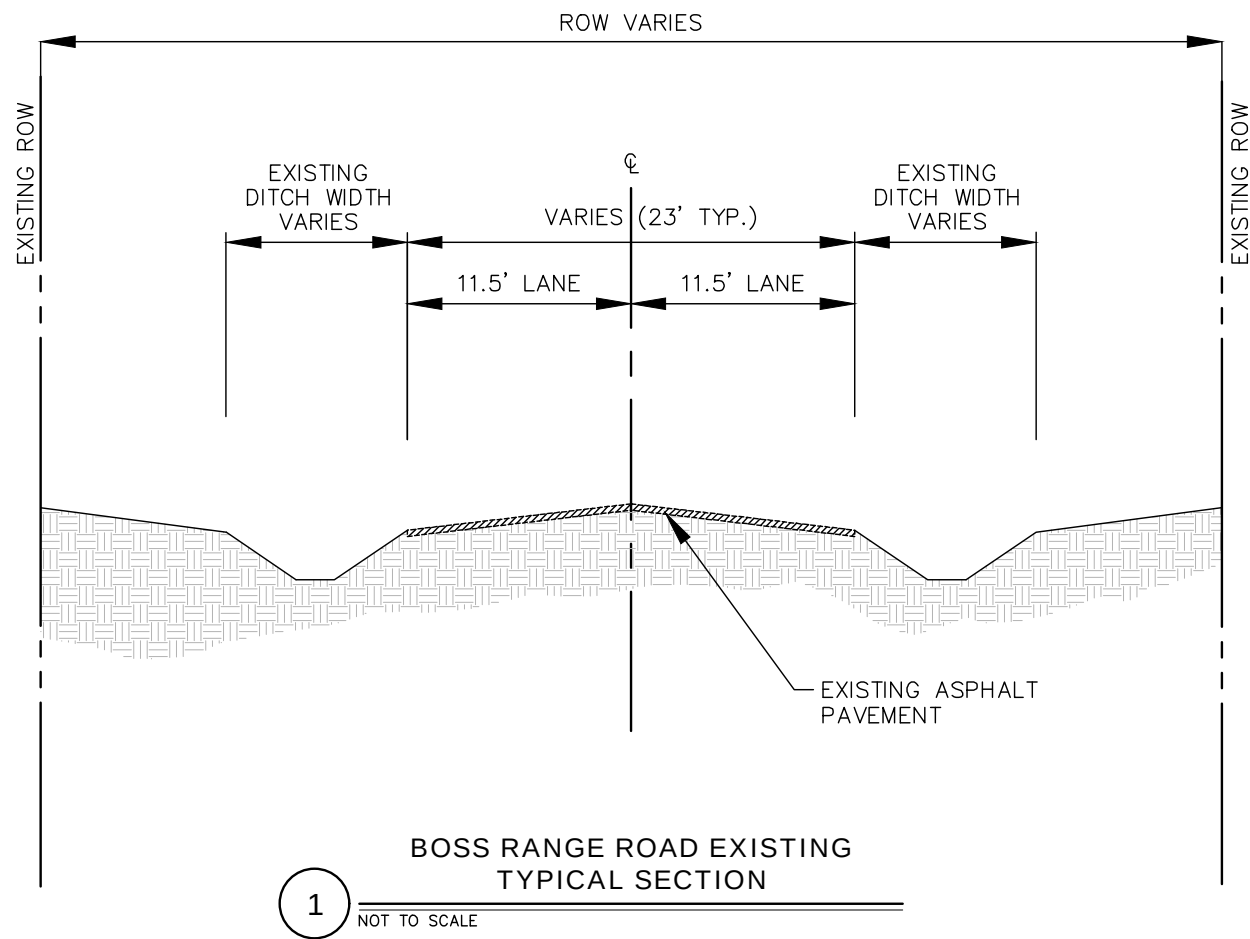
STORM DRAINAGE IMPROVEMENTS												
BID ITEM #	BID ITEM DESCRIPTION	SPEC REFERENCE	UNIT	SHEET								TOTAL
				32+00-35+00	35+00-39+00	39+00-43+00	43+00-47+00	47+00-51+00	51+00-55+00	55+00-59+00	59+00-END	
26	18" Reinforced Concrete Pipe Class III	NCTCOG 501.6	LF	20		50		60	85		112	327
27	Safety End Treatment (TY I) (18 in) (RCP) (6:1) (P)	NCTCOG 702	EA	2		2		2	2		4	12
28	Remove Culvert (12"-24")	NCTCOG 203.1	LF	20		83		84		72	46	305
29	Temporary Asphalt Paving Repair (6" HMAC on 6" Flexbase)	NCTCOG 402	SY								20	20

BRIDGE SCOUR IMPROVEMENTS												
BID ITEM #	BID ITEM DESCRIPTION	SPEC REFERENCE	UNIT	32+00-35+00								TOTAL
30	Grouted Riprap around Bridge Piers		EA	1								1
31	4" Concrete Riprap around abutment		EA	1								1



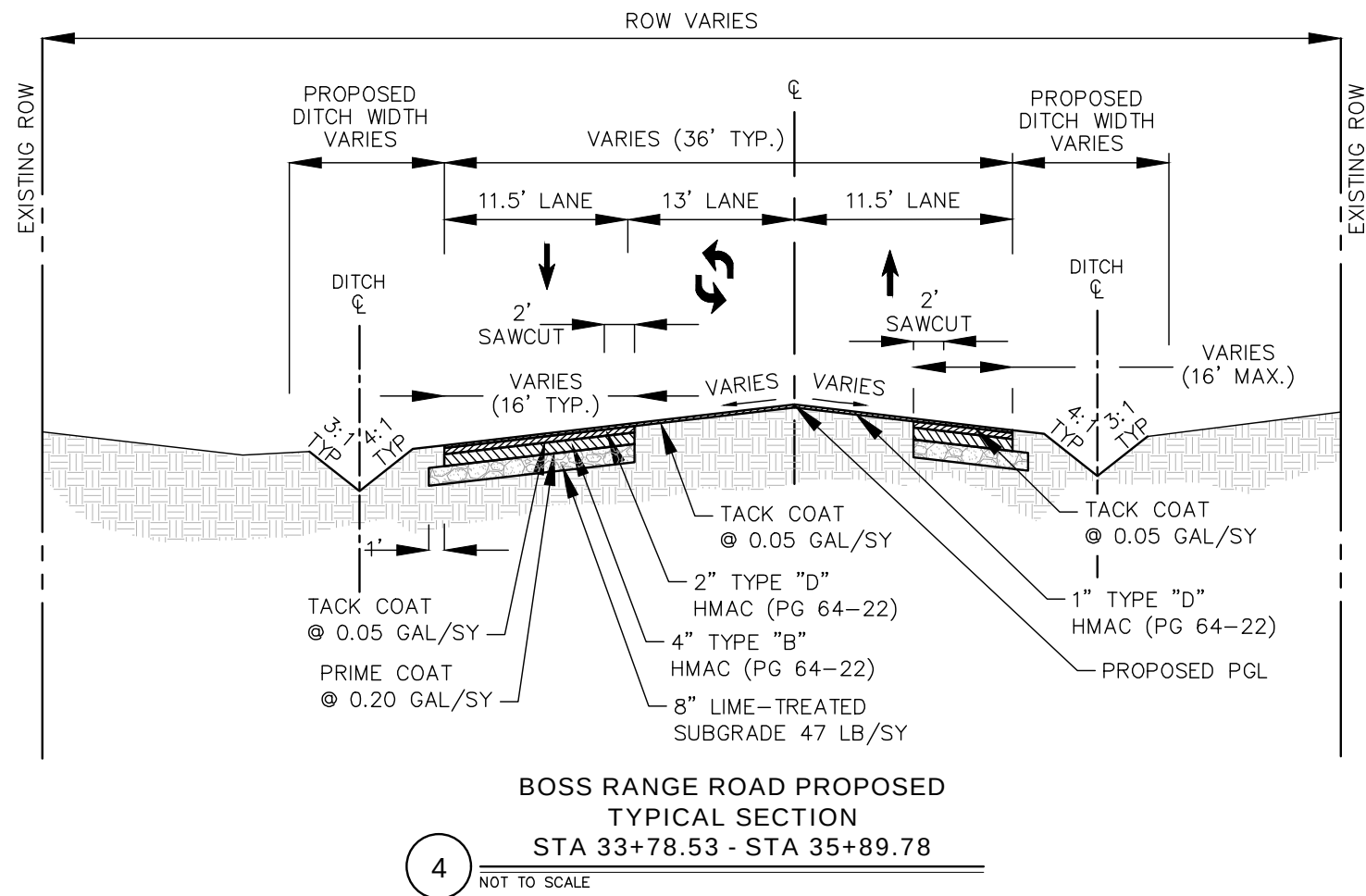
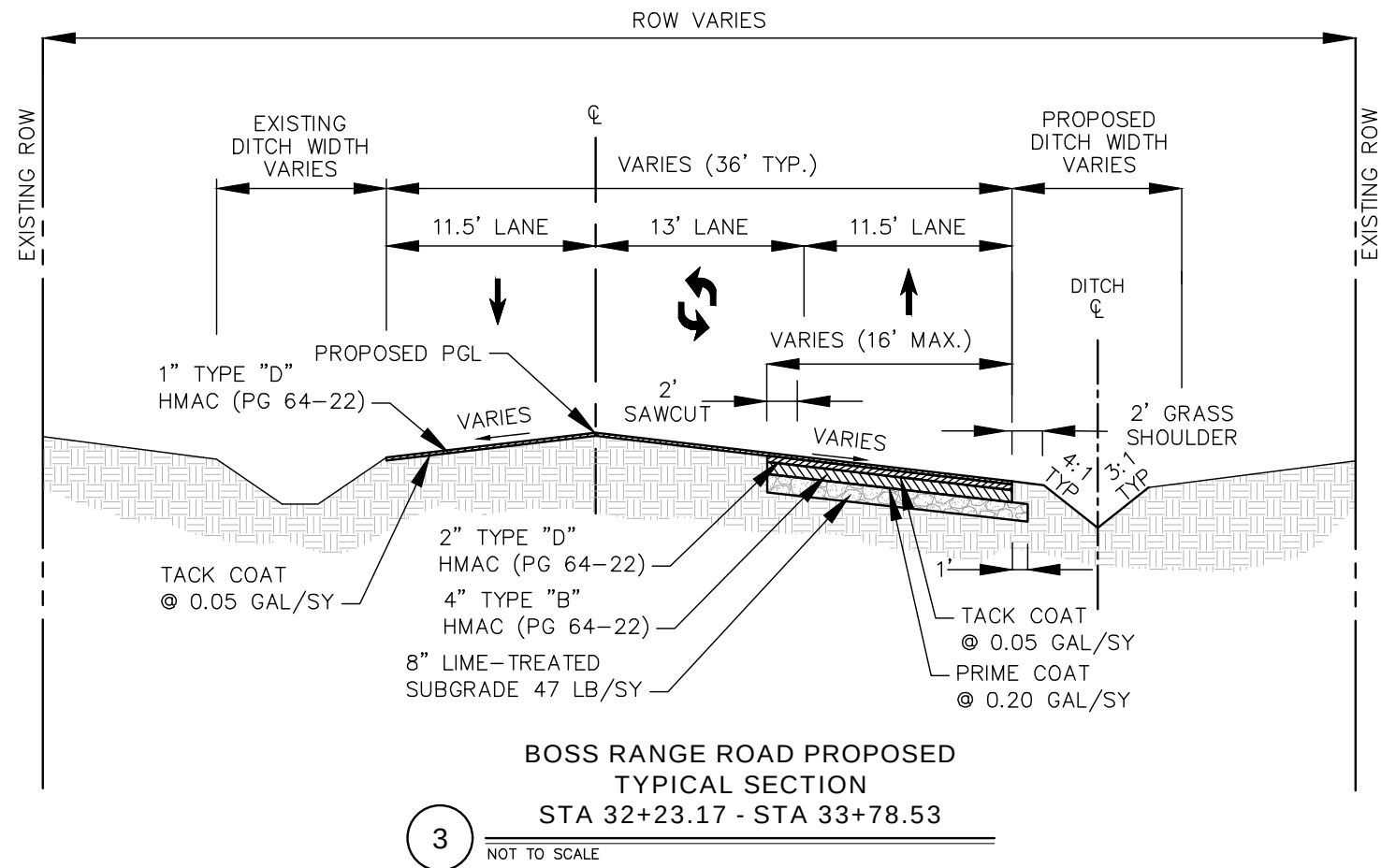
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Phone	(817) 412-7155	4060 BRYANT IRVIN ROAD		
Toll Free	(888) 937-5150	FORT WORTH, TX 76109		
		westwoodps.com		
PROJECT QUANTITIES				
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DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	3



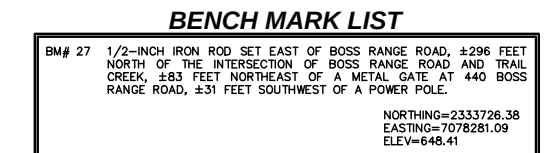
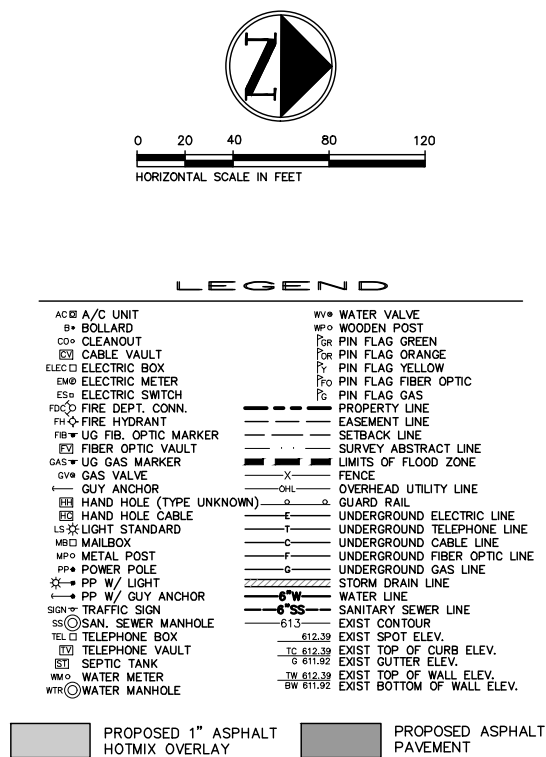
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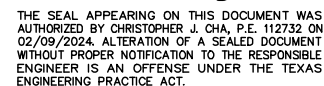
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CKT	EB	February 2024	45408.00	5



NOTES

1. Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on June 18, 2023 with a combined scale factor of 1.000150630.



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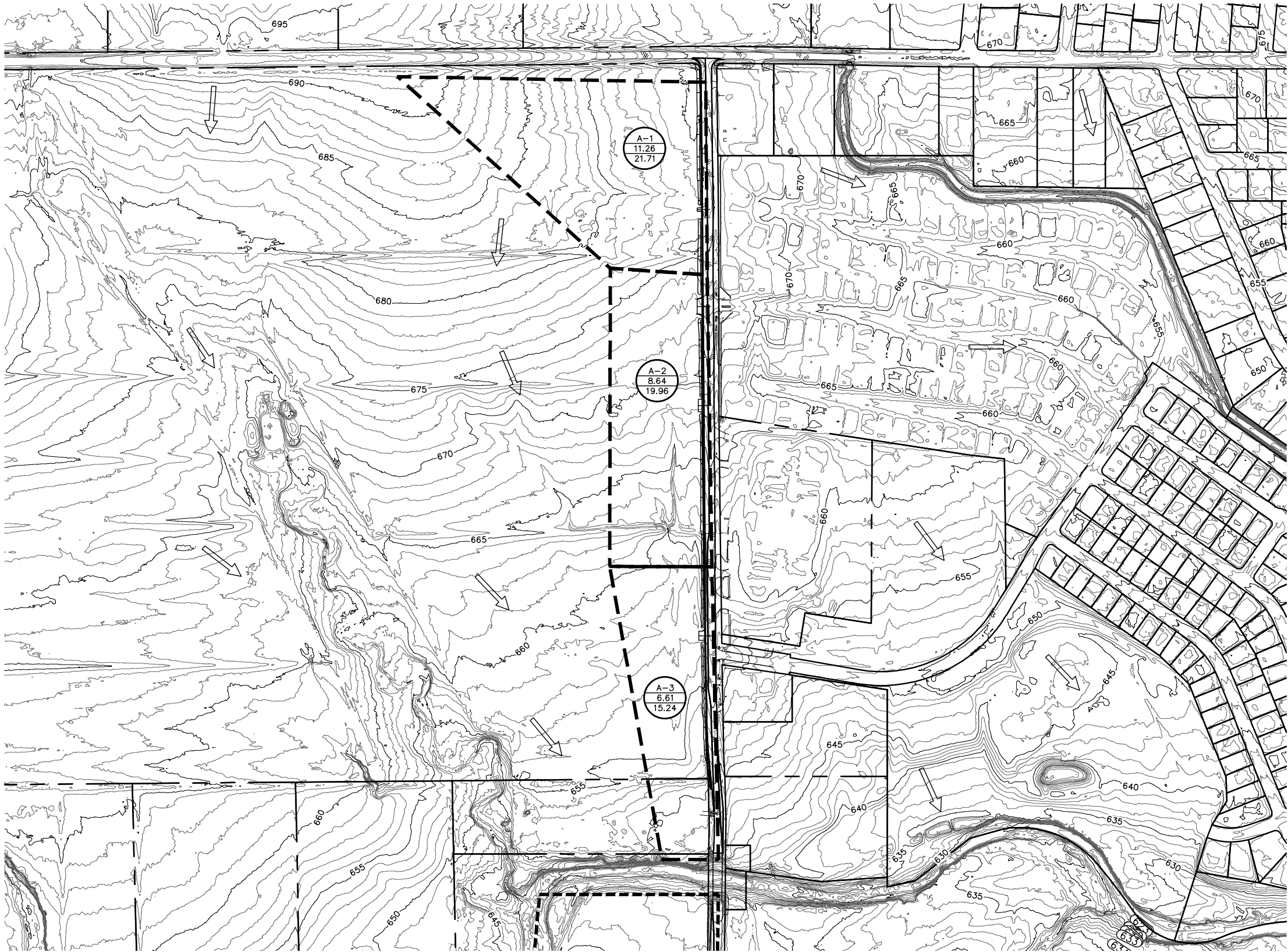
Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
 Toll Free (888) 937-5150 FORT WORTH, TX 76109
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PROJECT LAYOUT
STA 32+23.20 TO STA 48+00

BOSS RANGE ROAD IMPROVEMENTS
1ST ST. (FM407) TO SAM REYNOLDS ROAD
CITY OF JUSTIN, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	6

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Area No.	Area (acres)	Runoff 'C'	Time of Conc. (min)	2-year Intensity (in/hr)	2-year Runoff (cfs)	5-year Intensity (in/hr)	5-year Runoff (cfs)	10-year Intensity (in/hr)	10-year Runoff (cfs)	25-year Intensity (in/hr)	25-year Runoff (cfs)	50-year Intensity (in/hr)	50-year Runoff (cfs)	100-year Intensity (in/hr)	100-year Runoff (cfs)
A-1	11.26	0.30	23.53	3.05	10.31	3.86	13.06	4.40	14.87	5.15	17.41	5.79	19.55	6.43	21.71
A-2	8.64	0.30	15.99	3.78	9.79	4.71	12.20	5.34	13.84	6.23	16.14	6.95	18.01	7.70	19.96
A-3	6.61	0.30	16.06	3.77	7.47	4.70	9.31	5.33	10.56	6.22	12.32	6.94	13.76	7.68	15.24



0 10 20 40 60
HORIZONTAL SCALE IN FEET

--- DRAINAGE DIVIDE

→ DRAINAGE FLOW DIRECTION

DA X
X.XX
XX.XX
DRAINAGE AREA ID
AREA IN ACRES
Q100 IN CUBIC FEET PER SECOND



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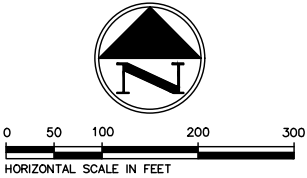
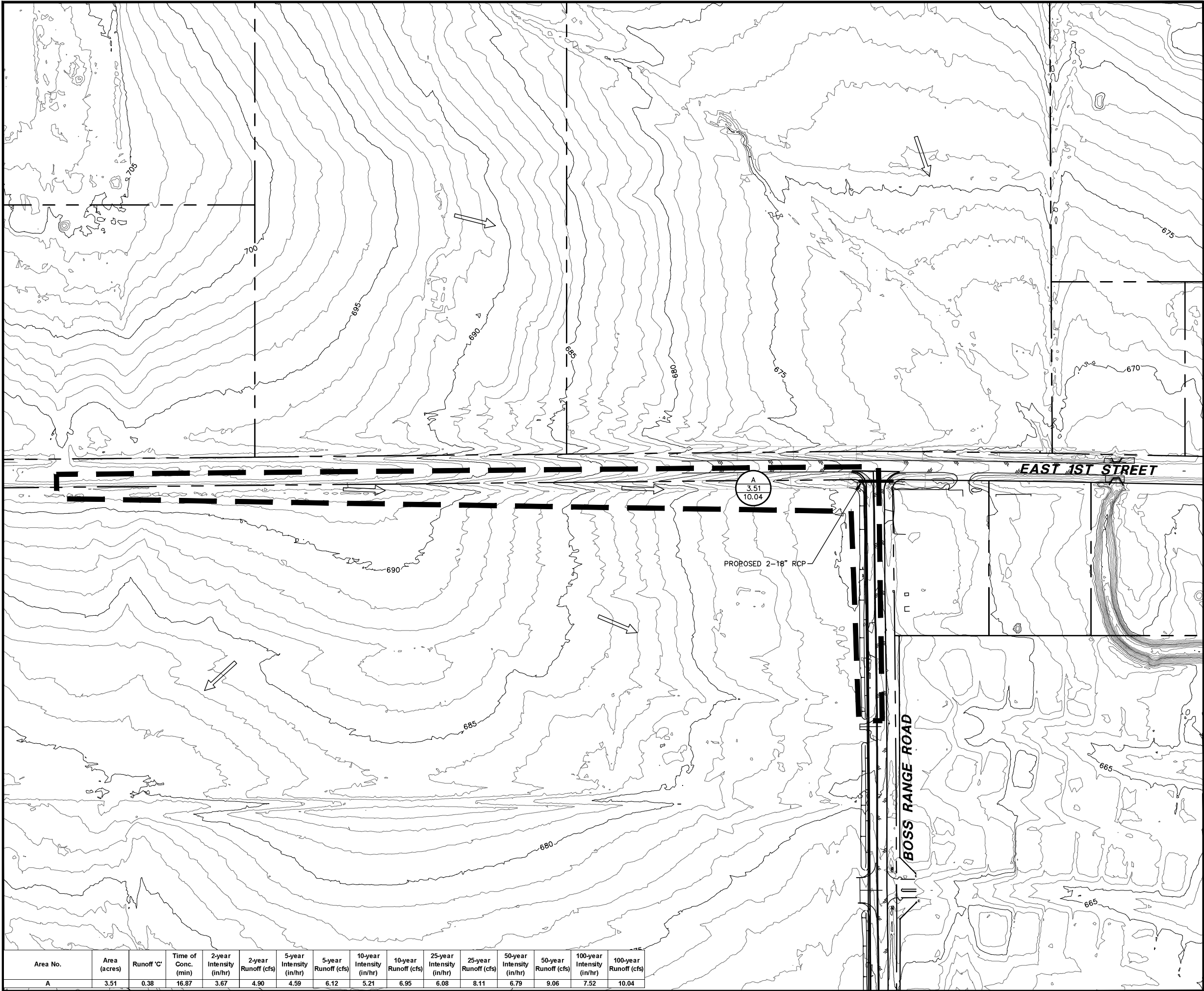
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TBPB FIRM REGISTRATION NO. 10074301

Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
westwoodps.com

DRAINAGE AREA MAP				
BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	8

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LEGEND

- EXISTING DRAINAGE DIVIDE
 - DRAINAGE FLOW DIRECTION
 - EXISTING CONTOUR
- DA 9
1
1
- DRAINAGE AREA ID
AREA IN ACRES
Q₁₀₀ IN FT³/SECOND



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DRAINAGE AREA MAP

BOSS RANGE ROAD IMPROVEMENTS

1ST ST. (FM407) TO SAM REYNOLDS ROAD

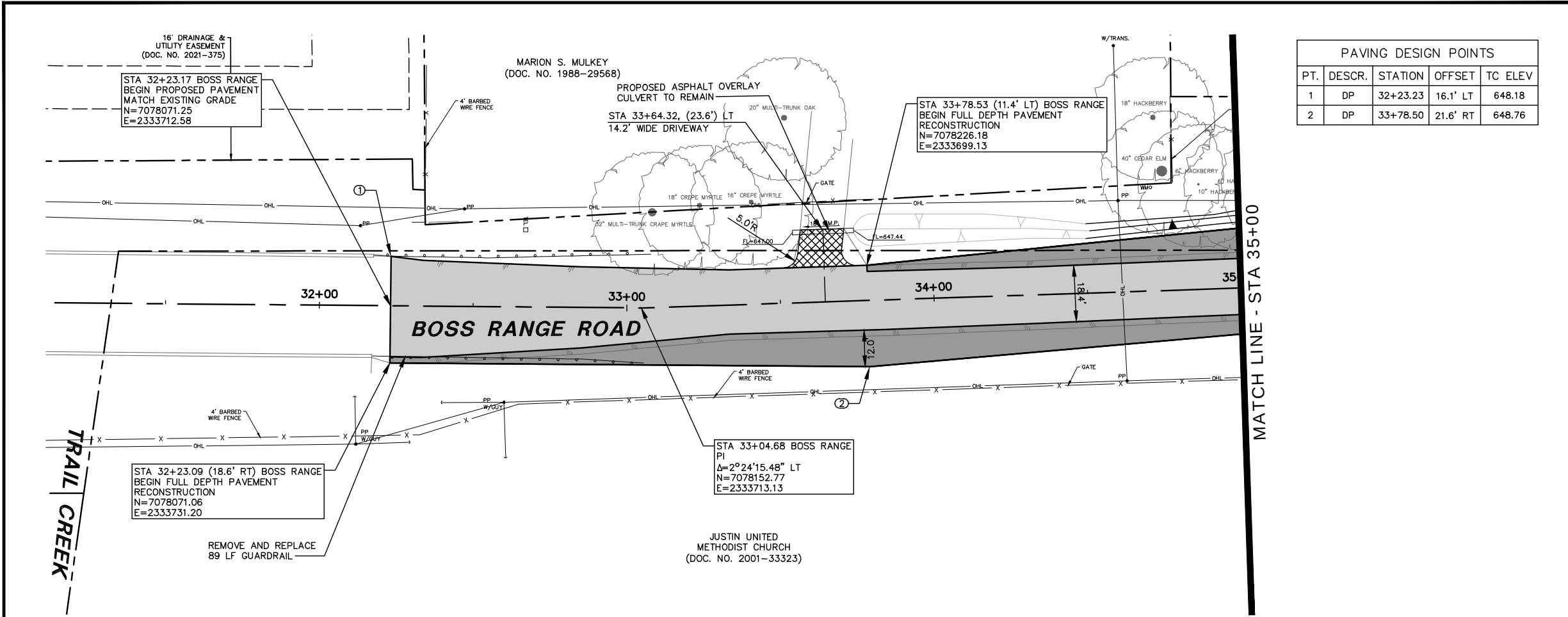
CITY OF JUSTIN, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	9

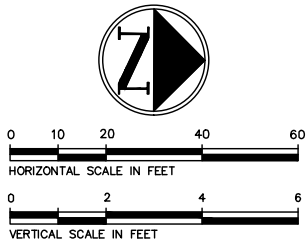
Area No.	Area (acres)	Runoff 'C'	Time of Conc. (min)	2-year Intensity (in/hr)	2-year Runoff (cfs)	5-year Intensity (in/hr)	5-year Runoff (cfs)	10-year Intensity (in/hr)	10-year Runoff (cfs)	25-year Intensity (in/hr)	25-year Runoff (cfs)	50-year Intensity (in/hr)	50-year Runoff (cfs)	100-year Intensity (in/hr)	100-year Runoff (cfs)
A	3.51	0.38	16.87	3.67	4.90	4.59	6.12	5.21	6.95	6.08	8.11	6.79	9.06	7.52	10.04

CITY OF JUSTIN - BOSS RANGE ROAD IMPROVEMENTS

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PAVING DESIGN POINTS				
PT.	DESCR.	STATION	OFFSET	TC ELEV
1	DP	32+23.23	16.1' LT	648.18
2	DP	33+78.50	21.6' RT	648.76



LEGEND

ACB A/C UNIT	WV WATER VALVE
B BOLLARD	WP WOODEN POST
CD CLEANOUT	FOR PIN FLAG GREEN
CV CABLE VAULT	FOR PIN FLAG ORANGE
ELEC D ELECTRIC BOX	FOR PIN FLAG YELLOW
EMR ELECTRIC METER	FOR PIN FLAG FIBER OPTIC
ES ELECTRIC SWITCH	FOR PIN FLAG GAS
FDC FIRE DEPT. CONN.	PROPERTY LINE
FR FIRE HYDRANT	EASEMENT LINE
FB W/UG FIB. OPTIC MARKER	SETBACK LINE
FO FIBER OPTIC VAULT	SURVEY ABSTRACT LINE
GAS UG GAS MARKER	LIMITS OF FLOOD ZONE
GV GAS VALVE	FENCE
GA GUY ANCHOR	OVERHEAD UTILITY LINE
HH HAND HOLE (TYPE UNKNOWN)	GUARD RAIL
HS HAND HOLE CABLE	UNDERGROUND ELECTRIC LINE
LS LIGHT STANDARD	UNDERGROUND TELEPHONE LINE
MB MAILBOX	UNDERGROUND CABLE LINE
MP METAL POST	UNDERGROUND FIBER OPTIC LINE
PP POWER POLE	UNDERGROUND GAS LINE
PP W/ LIGHT	STORM DRAIN LINE
PP W/ GUY ANCHOR	WATER LINE
SS TRAFFIC SIGN	SANITARY SEWER LINE
SS SAN. SEWER MANHOLE	EXIST CONTOUR
TEL TELEPHONE BOX	EXIST SPOT ELEV.
TV TELEPHONE VAULT	EXIST TOP OF CURB ELEV.
ST SEPTIC TANK	EXIST GUTTER ELEV.
WM WATER METER	EXIST TOP OF WALL ELEV.
WTR WATER MANHOLE	EXIST BOTTOM OF WALL ELEV.

PROPOSED 1" ASPHALT OVERLAY	PROPOSED FULL DEPTH ASPHALT PAVEMENT
PROPOSED ASPHALT DRIVEWAY	

!!! WARNING !!!
EXISTING OVERHEAD/UNDERGROUND TELEPHONE, ELECTRIC AND UNDERGROUND GAS AND FIBER OPTIC UTILITIES IN THE AREA. CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION AT 1-800-DIG-TESS.



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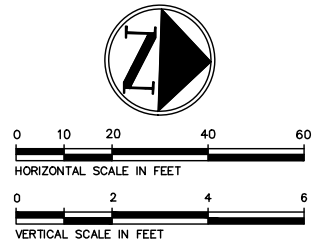
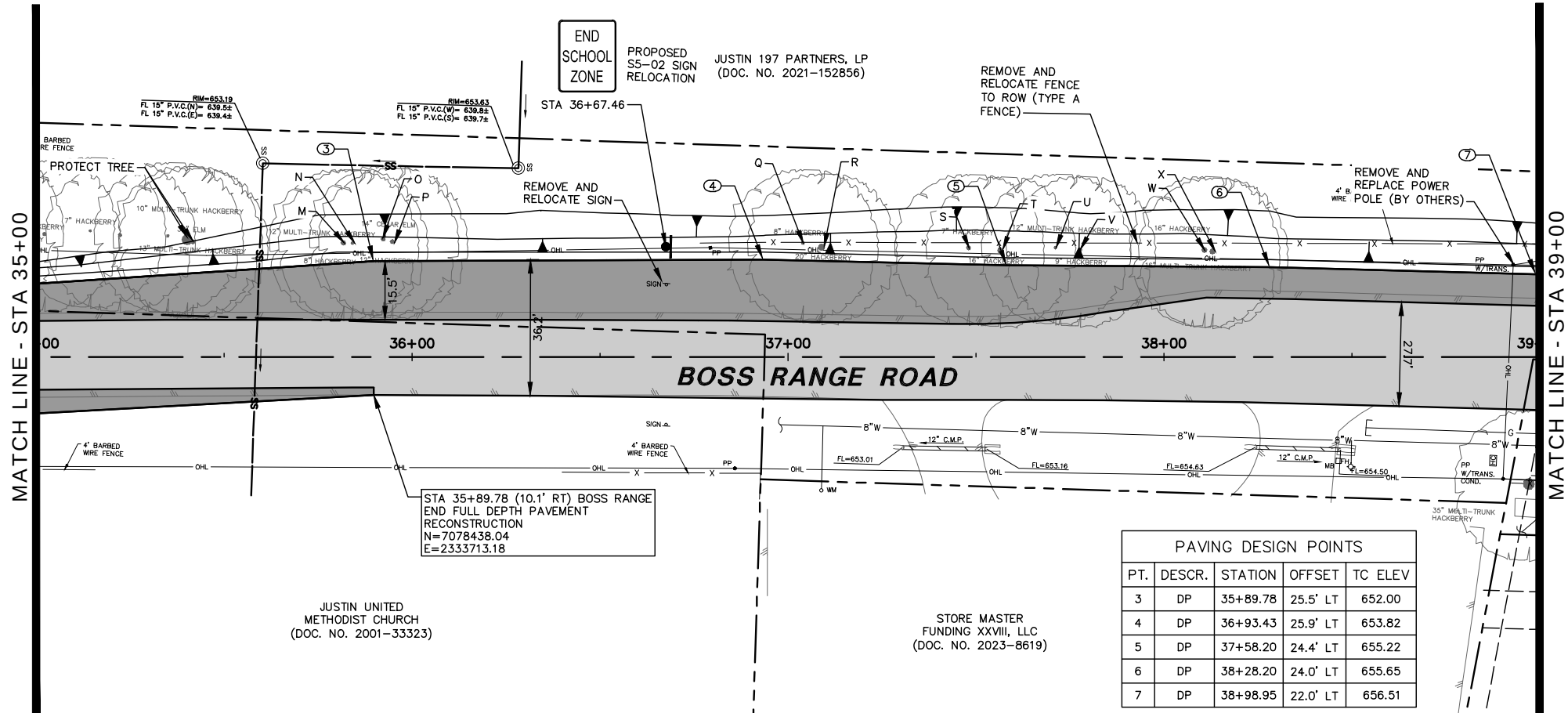
NO.	DATE	REVISION

Westwood Westwood Professional Services, Inc.
TBPB FIRM REGISTRATION NO. F-11756
TBPB FIRM REGISTRATION NO. 10074301
Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
westwoodps.com

PAVING PLAN & PROFILE
STA 32+23.17 TO STA 35+00

BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	11



LEGEND

ACB A/C UNIT	WV WATER VALVE
B BOLLARD	WP WOODEN POST
CD CLEANOUT	FOR PIN FLAG GREEN
CV CABLE VAULT	FOR PIN FLAG ORANGE
EB ELECTRIC BOX	FOR PIN FLAG YELLOW
EM ELECTRIC METER	FOR PIN FLAG FIBER OPTIC
ES ELECTRIC SWITCH	FOR PIN FLAG GAS
FD FIRE DEPT. CONN.	PROPERTY LINE
FI FIRE HYDRANT	EASEMENT LINE
FB UG FIB. OPTIC MARKER	SETBACK LINE
FO FIBER OPTIC VAULT	SURVEY ABSTRACT LINE
GA UG GAS MARKER	LIMITS OF FLOOD ZONE
GV GAS VALVE	FENCE
HA HAND ANCHOR	OVERHEAD UTILITY LINE
HB HAND HOLE (TYPE UNKNOWN)	GUARD RAIL
HC HAND HOLE CABLE	UNDERGROUND ELECTRIC LINE
LS LIGHT STANDARD	UNDERGROUND TELEPHONE LINE
MB MAILBOX	UNDERGROUND CABLE LINE
MP METAL POST	UNDERGROUND FIBER OPTIC LINE
PP POWER POLE	UNDERGROUND GAS LINE
PP W/ LIGHT	STORM DRAIN LINE
PP W/ GUY ANCHOR	WATER LINE
SS TRAFFIC SIGN	SANITARY SEWER LINE
SM SAN. SEWER MANHOLE	EXIST. CONTOUR
TE TELEPHONE BOX	613.39 EXIST. SPOT ELEV.
TO TELEPHONE VAULT	612.39 EXIST. TOP OF CURB ELEV.
ST SEPTIC TANK	611.92 EXIST. TOP OF WALL ELEV.
WM WATER METER	612.39 EXIST. BOTTOM OF WALL ELEV.
WTR WATER MANHOLE	611.92

	SPECIES/SIZE
M	14" CEDAR ELM
N	8" HACKBERRY
O	12" HACKBERRY
P	12" HACKBERRY
Q	12" HACKBERRY
R	20" HACKBERRY
S	12" HACKBERRY
T	16" HACKBERRY
U	7" HACKBERRY

V	9" HACKBERRY
W	16" HACKBERRY
X	16" HACKBERRY

PROPOSED 1" ASPHALT OVERLAY

PROPOSED FULL DEPTH ASPHALT PAVEMENT

!!! WARNING !!!

EXISTING OVERHEAD/UNDERGROUND TELEPHONE, ELECTRIC AND UNDERGROUND GAS AND FIBER OPTIC UTILITIES IN THE AREA. CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION AT 1-800-DIG-TESS.



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TBPB FIRM REGISTRATION NO. 10074301

Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
westwoodps.com

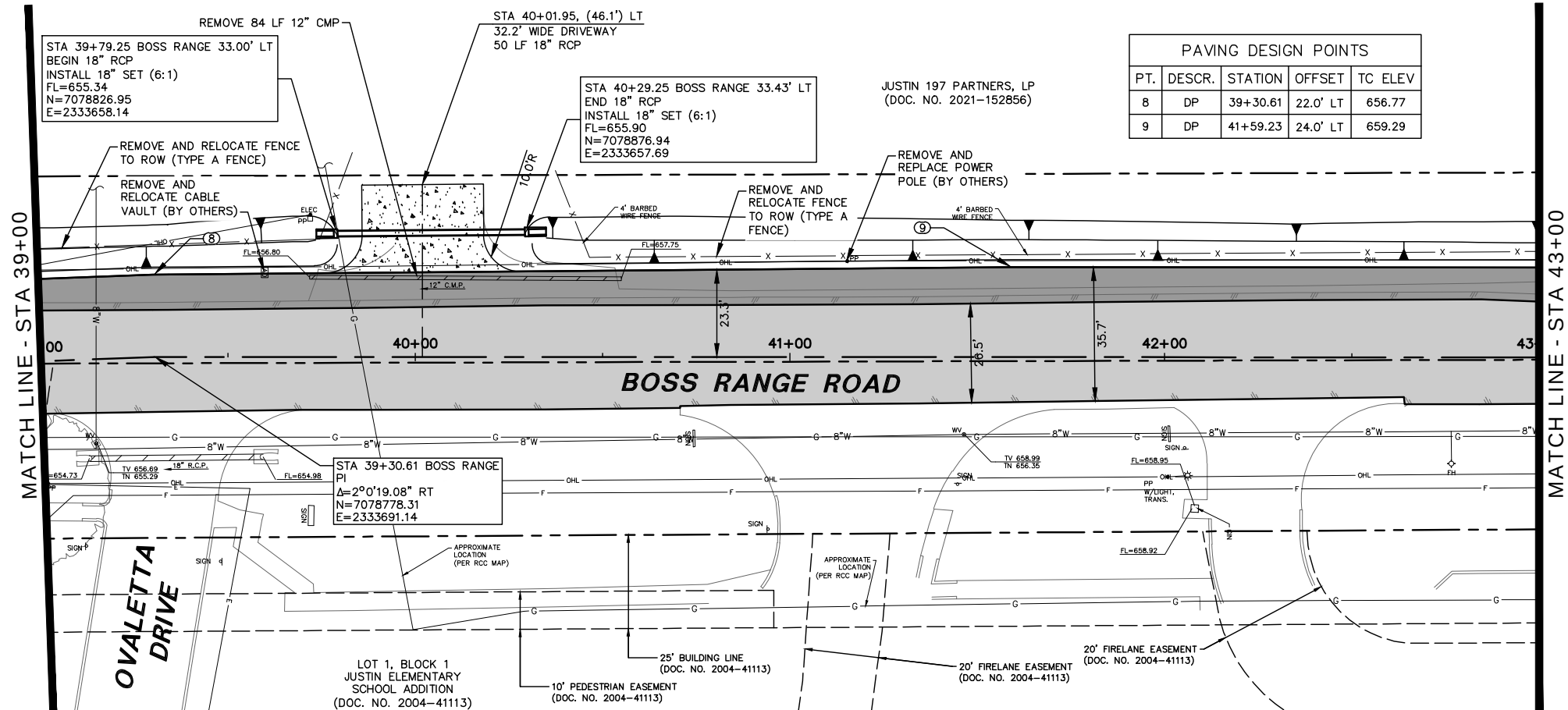
PAVING PLAN & PROFILE
STA 35+00 TO STA 39+00

BOSS RANGE ROAD IMPROVEMENTS
1ST ST. (FM407) TO SAM REYNOLDS ROAD
CITY OF JUSTIN, DENTON COUNTY, TEXAS

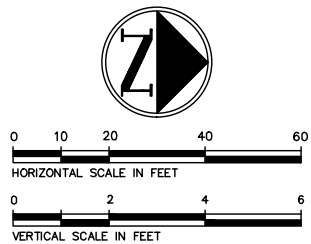
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	12

Page 200 of 201

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PAVING DESIGN POINTS				
PT.	DESCR.	STATION	OFFSET	TC ELEV
8	DP	39+30.61	22.0' LT	656.77
9	DP	41+59.23	24.0' LT	659.29



LEGEND	
ACB A/C UNIT	WV WATER VALVE
B BOLLARD	WP WOODEN POST
CD CLEANOUT	FOR PIN FLAG GREEN
CB CABLE VAULT	FOR PIN FLAG ORANGE
ELEC D ELECTRIC BOX	FOR PIN FLAG YELLOW
EMD ELECTRIC METER	FOR PIN FLAG FIBER OPTIC
ES ELECTRIC SWITCH	FOR PIN FLAG GAS
FDC FIRE DEPT. CONN.	PROPERTY LINE
FH FIRE HYDRANT	EASEMENT LINE
FIB UG FIB. OPTIC MARKER	SETBACK LINE
FO FIBER OPTIC VAULT	SURVEY ABSTRACT LINE
GAS UG GAS MARKER	LIMITS OF FLOOD ZONE
GV GAS VALVE	FENCE
GA GUY ANCHOR	OVERHEAD UTILITY LINE
EH HAND HOLE (TYPE UNKNOWN)	GUARD RAIL
EH HAND HOLE CABLE	UNDERGROUND ELECTRIC LINE
LS LIGHT STANDARD	UNDERGROUND TELEPHONE LINE
MBD MAILBOX	UNDERGROUND CABLE LINE
MP METAL POST	UNDERGROUND FIBER OPTIC LINE
PP POWER POLE	UNDERGROUND GAS LINE
PP W/ LIGHT	STORM DRAIN LINE
PP W/ GUY ANCHOR	WATER LINE
SS TRAFFIC SIGN	SANITARY SEWER LINE
SS SAN. SEWER MANHOLE	EXIST CONTOUR
TEL TELEPHONE BOX	EXIST SPOT ELEV.
TV TELEPHONE VAULT	EXIST TOP OF CURB ELEV.
ST SEPTIC TANK	EXIST GUTTER ELEV.
WM WATER METER	EXIST TOP OF WALL ELEV.
WMR WATER MANHOLE	EXIST BOTTOM OF WALL ELEV.

PROPOSED 1" ASPHALT OVERLAY

PROPOSED FULL DEPTH ASPHALT PAVEMENT

PROPOSED CONCRETE DRIVEWAY

!!! WARNING !!!

EXISTING OVERHEAD/UNDERGROUND TELEPHONE, ELECTRIC AND UNDERGROUND GAS AND FIBER OPTIC UTILITIES IN THE AREA. CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION AT 1-800-DIG-TESS.



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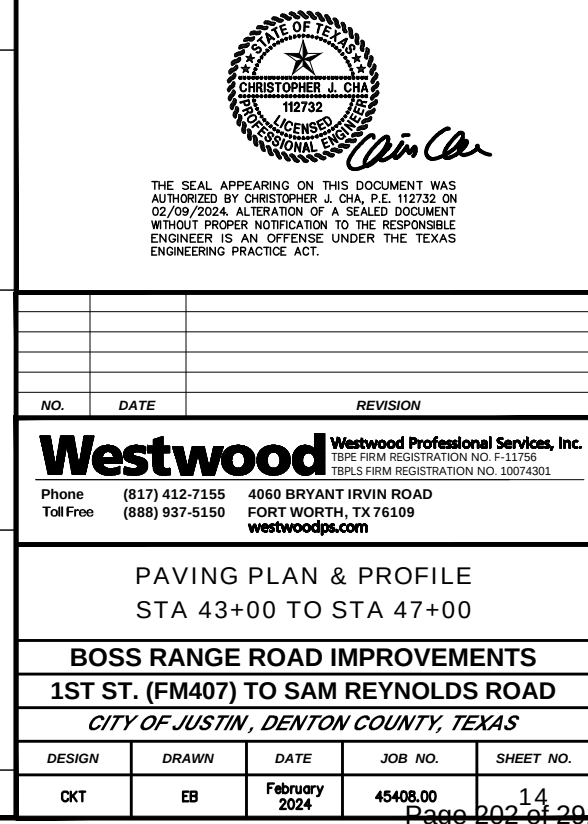
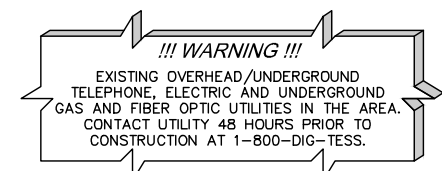
NO.	DATE	REVISION

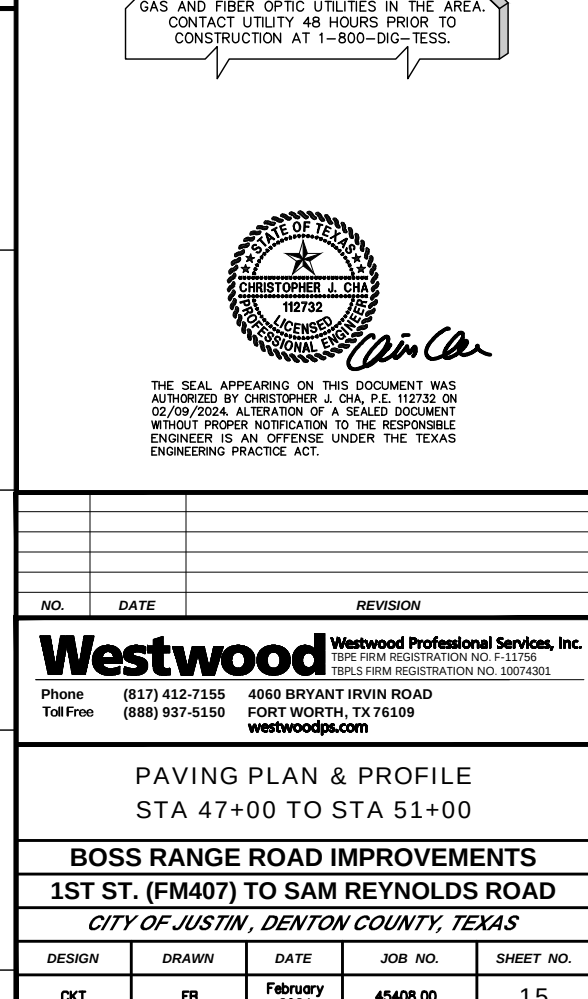
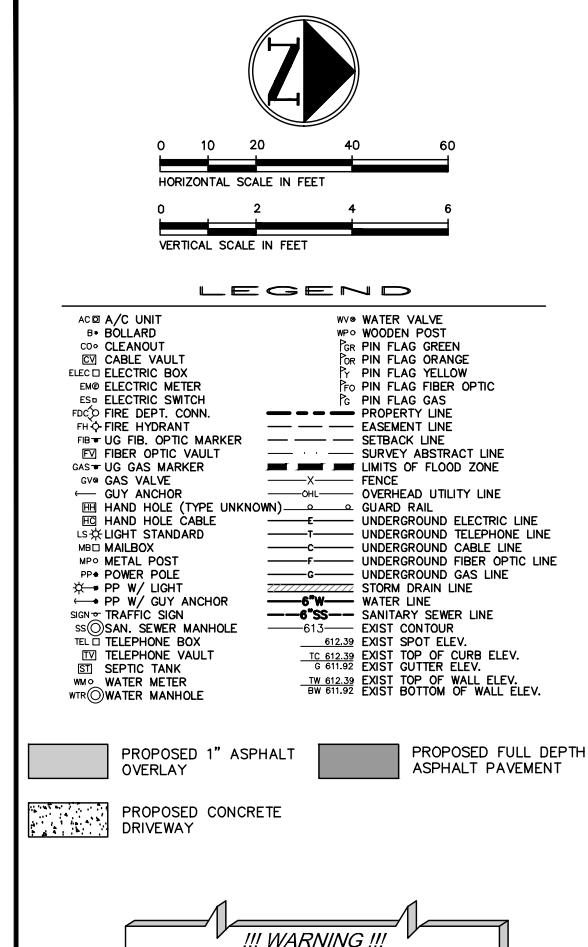
Westwood Westwood Professional Services, Inc.
TBPB FIRM REGISTRATION NO. F-11756
TBPBS FIRM REGISTRATION NO. 10074301

Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
westwoodps.com

PAVING PLAN & PROFILE STA 39+00 TO STA 43+00				
BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	13

CITY OF JUSTIN - BOSS RANGE ROAD IMPROVEMENTS





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FUTURE
PRESERVE
BL VD

MATCH LINE - STA 51+00

MATCH LINE - STA 51+00

51+00

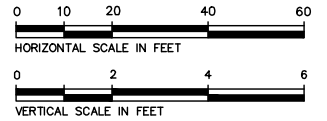
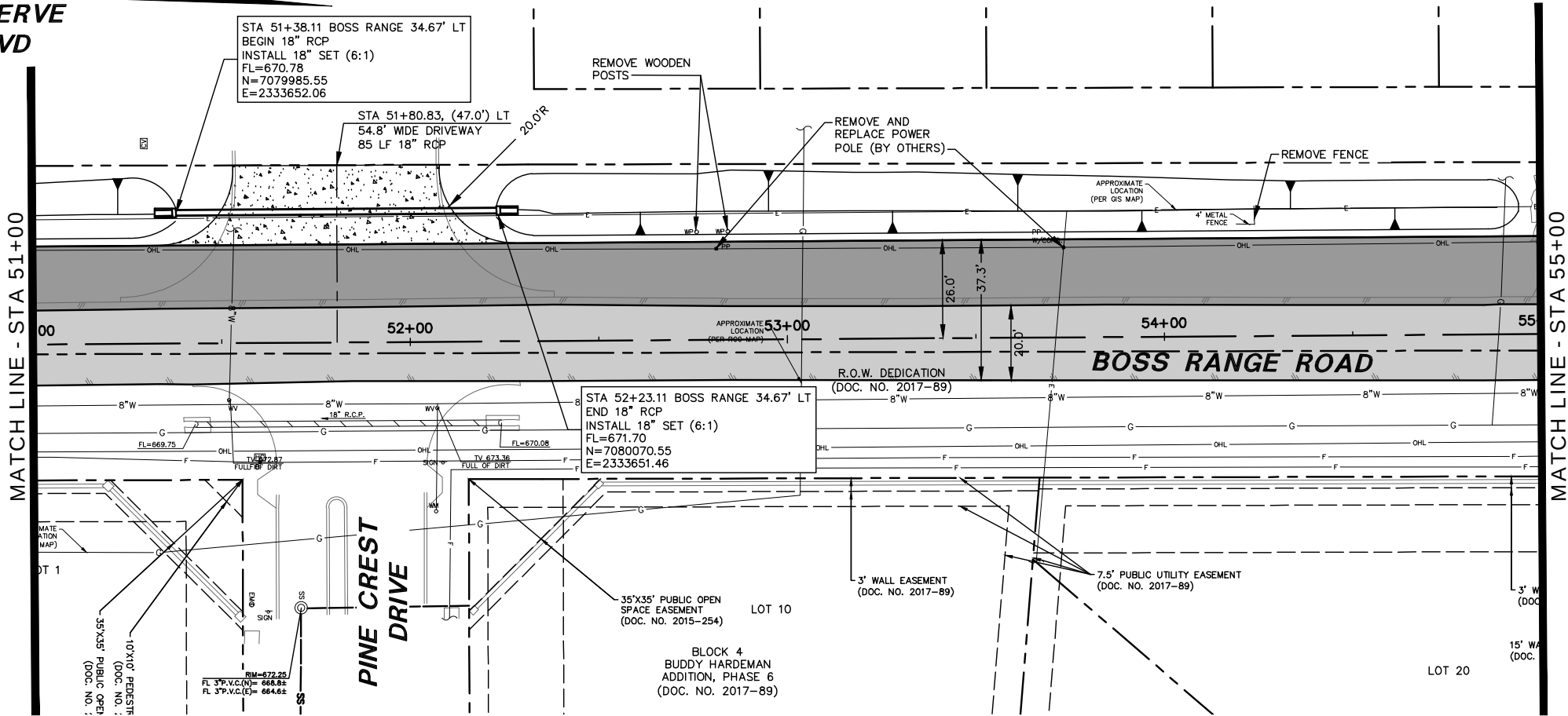
52+00

53+00

54+00

55+00

MATCH LINE - STA 55+00



LEGEND

ACB A/C UNIT	WV WATER VALVE
B BOLLARD	WP WOODEN POST
CD CLEANOUT	FOR PIN FLAG GREEN
CV CABLE VAULT	FOR PIN FLAG ORANGE
ELEC D ELECTRIC BOX	FOR PIN FLAG YELLOW
EMD ELECTRIC METER	FOR PIN FLAG FIBER OPTIC
ES ELECTRIC SWITCH	FOR PIN FLAG GAS
FDC FIRE DEPT. CONN.	PROPERTY LINE
FR FIRE HYDRANT	EASEMENT LINE
FB W/UG FIB. OPTIC MARKER	SETBACK LINE
FO FIBER OPTIC VAULT	SURVEY ABSTRACT LINE
GAS W/UG GAS MARKER	LIMITS OF FLOOD ZONE
GV GAS VALVE	FENCE
HA HAND HOLE (TYPE UNKNOWN)	OVERHEAD UTILITY LINE
HB HAND HOLE CABLE	GUARD RAIL
LS LIGHT STANDARD	UNDERGROUND ELECTRIC LINE
MBD MAILBOX	UNDERGROUND TELEPHONE LINE
MP METAL POST	UNDERGROUND CABLE LINE
PP POWER POLE	UNDERGROUND FIBER OPTIC LINE
PP W/ LIGHT	UNDERGROUND GAS LINE
PP W/ GUY ANCHOR	STORM DRAIN LINE
SS TRAFFIC SIGN	WATER LINE
SS SAN. SEWER MANHOLE	SANITARY SEWER LINE
TEL TELEPHONE BOX	EXIST. CONTOUR
TV TELEPHONE VAULT	EXIST. SPOT ELEV.
ST SEPTIC TANK	EXIST. TOP OF CURB ELEV.
WM WATER METER	EXIST. TOP OF GUTTER ELEV.
WMR WATER MANHOLE	EXIST. TOP OF WALL ELEV.
	EXIST. BOTTOM OF WALL ELEV.

	PROPOSED 1" ASPHALT OVERLAY		PROPOSED FULL DEPTH ASPHALT PAVEMENT
	PROPOSED CONCRETE DRIVEWAY		

!!! WARNING !!!

EXISTING OVERHEAD/UNDERGROUND TELEPHONE, ELECTRIC AND UNDERGROUND GAS AND FIBER OPTIC UTILITIES IN THE AREA. CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION AT 1-800-DIG-TESS.



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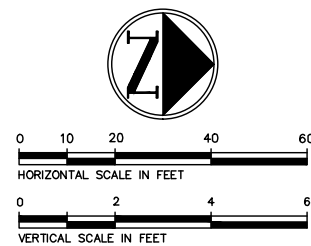
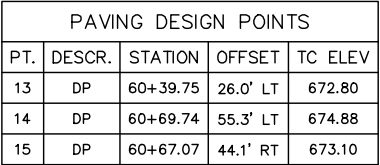
PAVING PLAN & PROFILE
STA 51+00 TO STA 55+00

BOSS RANGE ROAD IMPROVEMENTS

1ST ST. (FM407) TO SAM REYNOLDS ROAD

CITY OF JUSTIN, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	16



LEGEND

AC A/C UNIT	WV WATER VALVE
B BOLLARD	WO WOODEN POST
CO CABLE	PR PIN FLAG GREEN
CO CLEANOUT	PO PIN FLAG ORANGE
ELEC CABLE VAULT	PY PIN FLAG YELLOW
ELEC ELECTRIC BOX	PO PIN FLAG FIBER OPTIC
EMO ELECTRIC METER	PG PIN FLAG GAS
ES ELECTRIC SWITCH	PR PROPERTY LINE
FD FIRE DEPT. CONN.	PE EASEMENT LINE
FH FIRE HYDRANT	SE SETBACK LINE
FI FIBER OPTIC MARKER	SA SURVEY ABSTRACT LINE
FI FIBER OPTIC VAULT	SL LIMITS OF FLOOD ZONE
GAS GAS MARKER	X FENCE
GV GAS VALVE	OHL OVERHEAD UTILITY LINE
G GUY ANCHOR	G GUARD RAIL
H HAND HOLE (TYPE UNKNOWN)	E UNDERGROUND ELECTRIC LINE
H HAND HOLE CABLE	T UNDERGROUND TELEPHONE LINE
LS LIGHT STANDARD	C UNDERGROUND CABLE
MB MAILBOX	F UNDERGROUND FIBER OPTIC LI
MP METAL POST	U UNDERGROUND GAS LINE
P POWER POLE	S STORM DRAIN LINE
PP PP W/ LIGHT	W WATER LINE
PP PP / GUY ANCHOR	6" W SANITARY SEWER LINE
SGN TRAFFIC SIGN	6" SS EXIST CONTOUR
SS SAN. SEWER MANHOLE	612-39 EXIST SPOT OF CURB.
TEL TELEPHONE BOX	TG 612-39 EXIST TOP OF ELEV. ELEV.
TEL TELEPHONE VAULT	611-912 EXIST GUTTER ELEV.
SEP SEPTIC TANK	TW 612-39 EXIST TOP OF WALL ELEV.
WM WATER METER	BW 611-912 EXIST BOTTOM OF WALL ELEV.
WTR WATER MANHOLE	

!!! WARNING !!!

EXISTING OVERHEAD/UNDERGROUND
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NO.	DATE	REVISION

Westwood Westwood Professional Services, Inc.
 TYPE FIRM REGISTRATION NO. F-11756
 TPLS FIRM REGISTRATION NO. 10074301

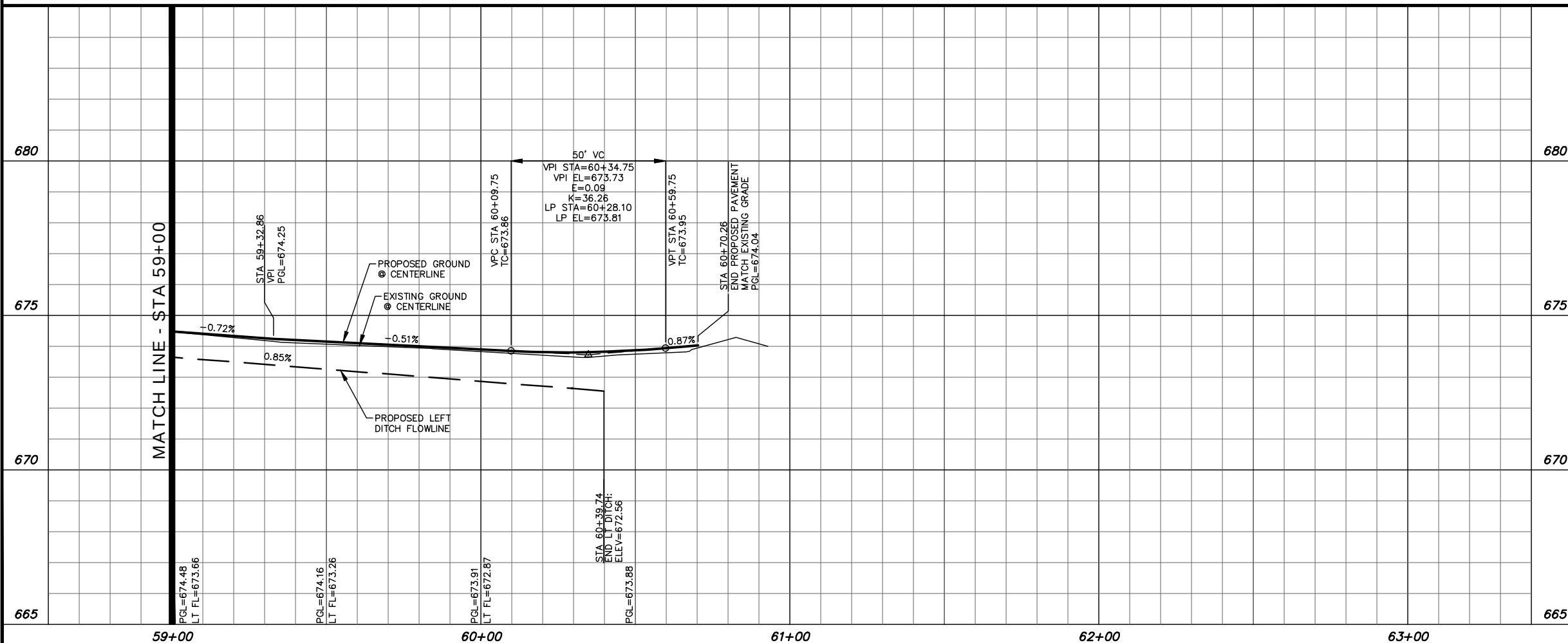
Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
 Toll Free (888) 937-5150 FORT WORTH, TX 76109
[westwoodps.com](http://www.westwoodps.com)

PAVING PLAN & PROFILE
STA 59+00 TO STA 60+70.26

BOSS RANGE ROAD IMPROVEMENTS
1ST ST. (FM407) TO SAM REYNOLDS ROAD
CITY OF JUSTIN, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	18

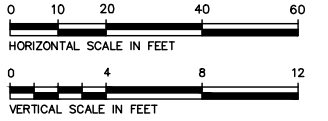
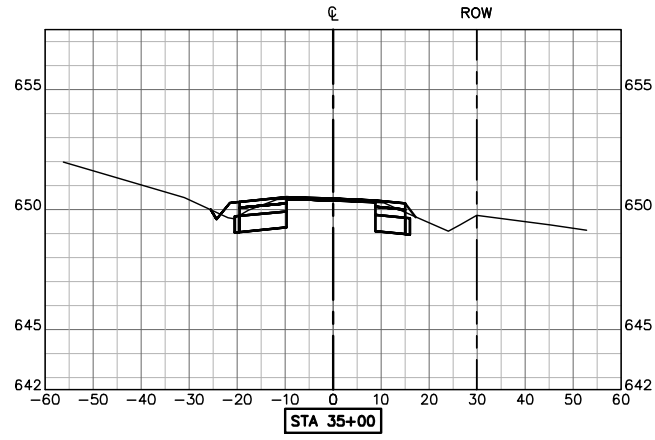
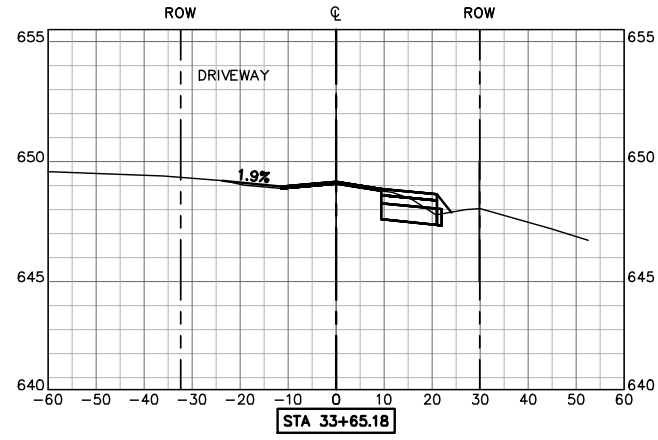
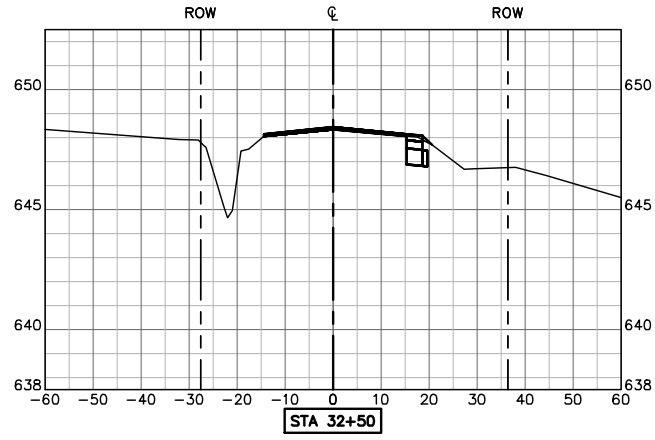
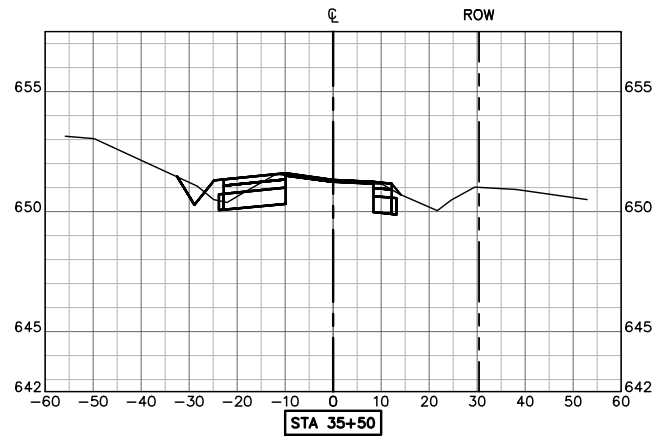
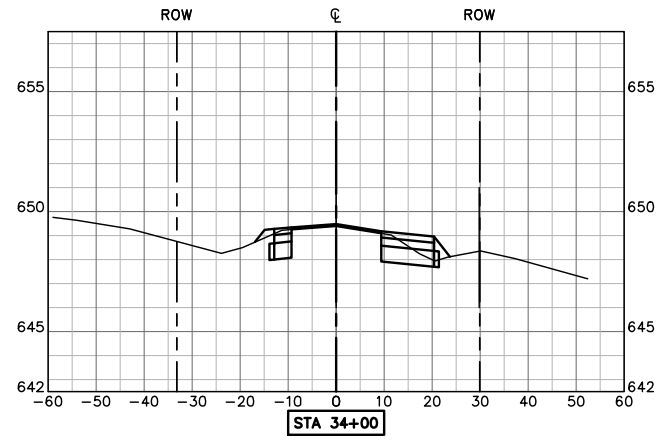
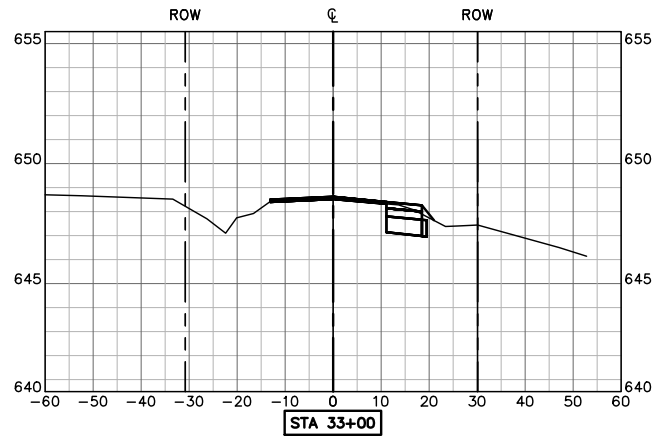
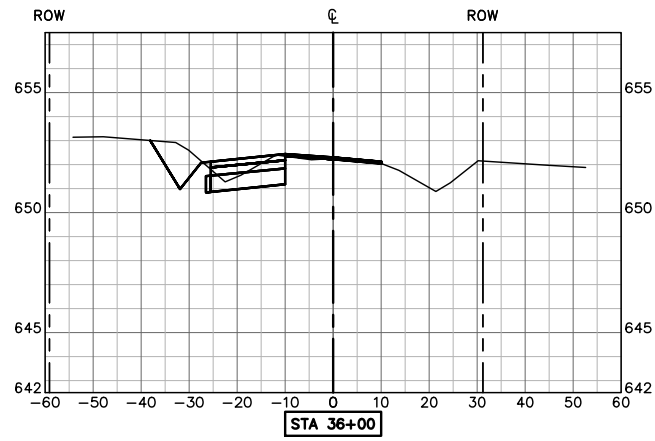
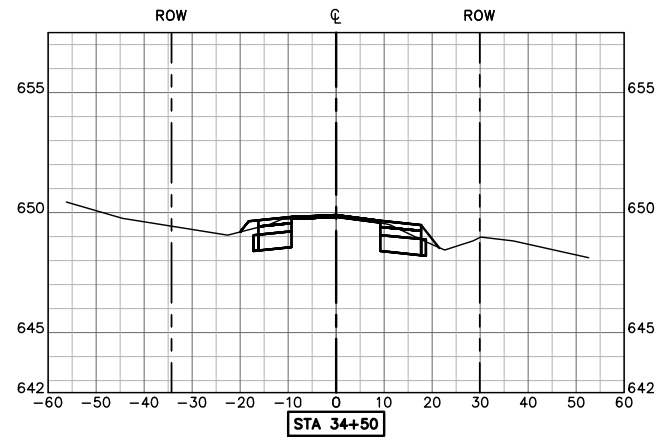
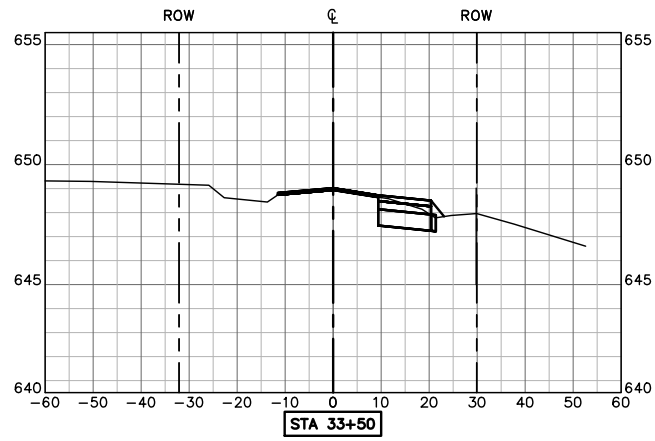
Page 206 of 29



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CITY OF JUSTIN - BOSS RANGE ROAD IMPROVEMENTS

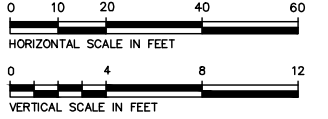
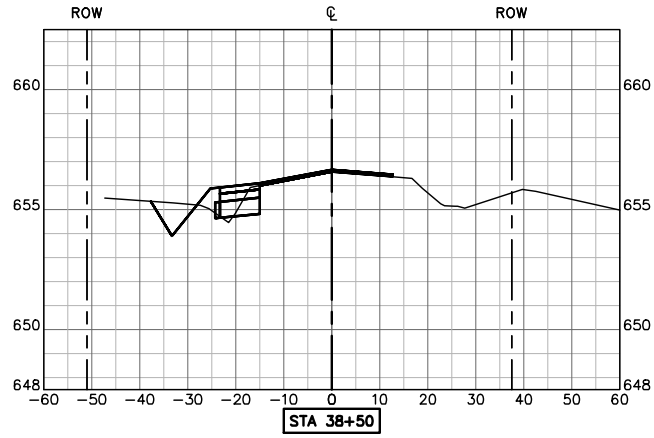
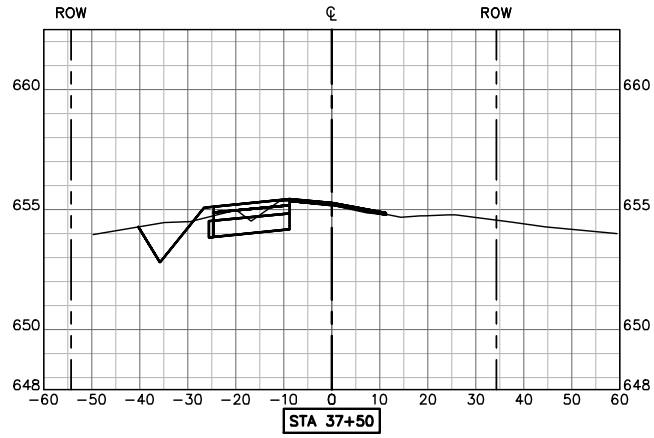
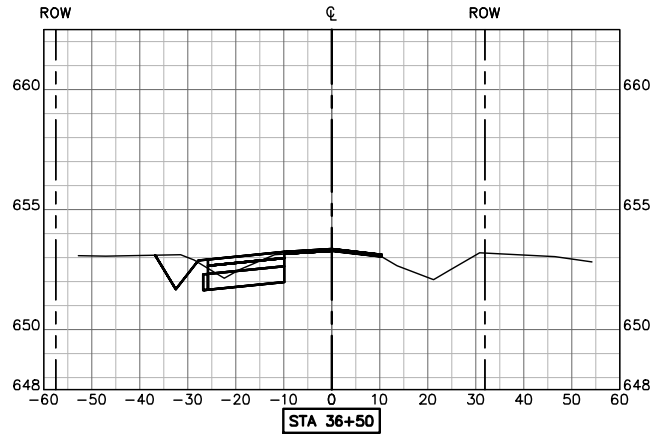
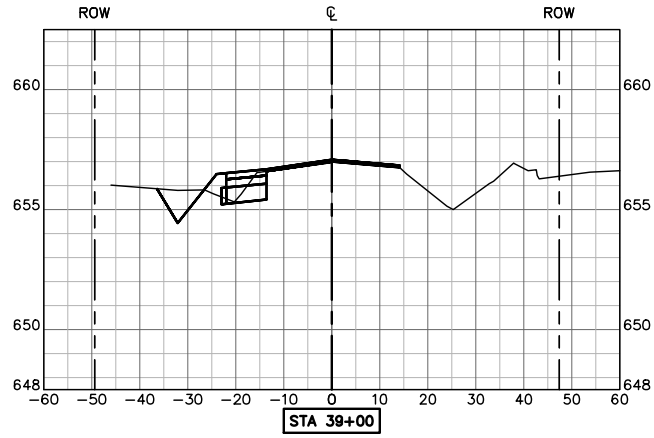
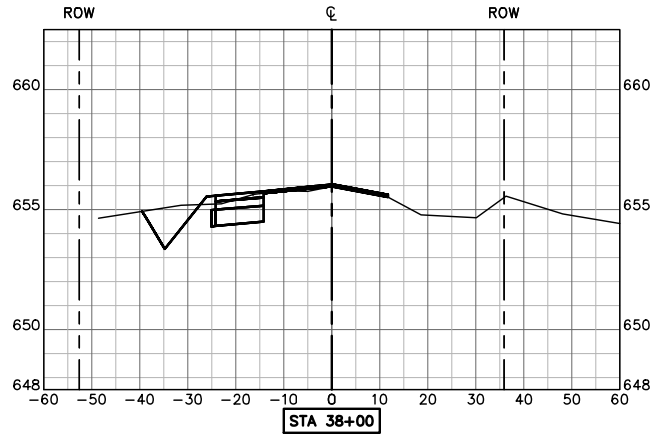
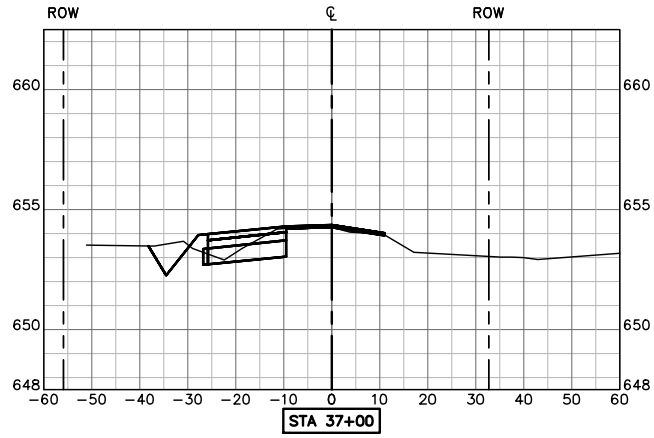
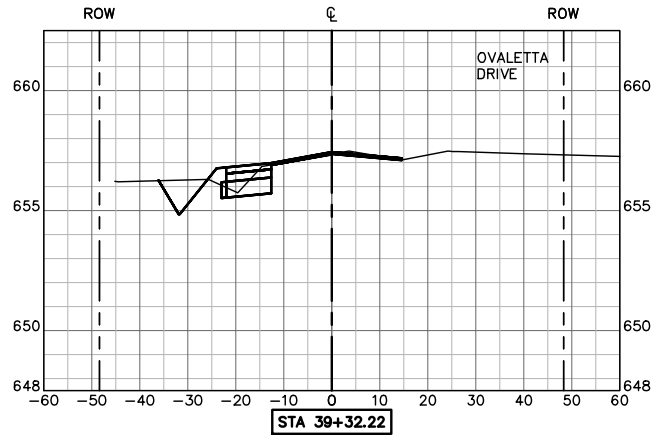
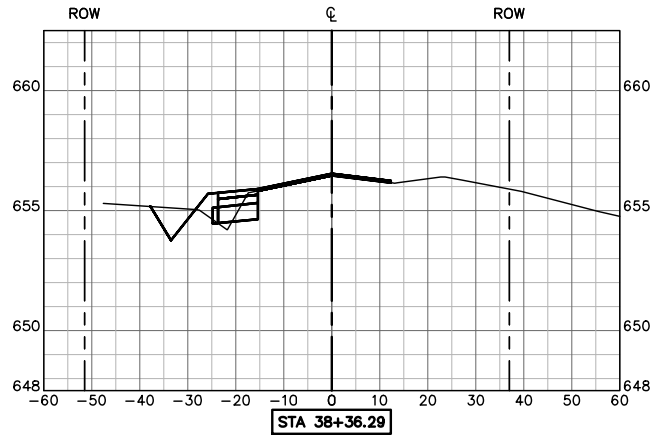
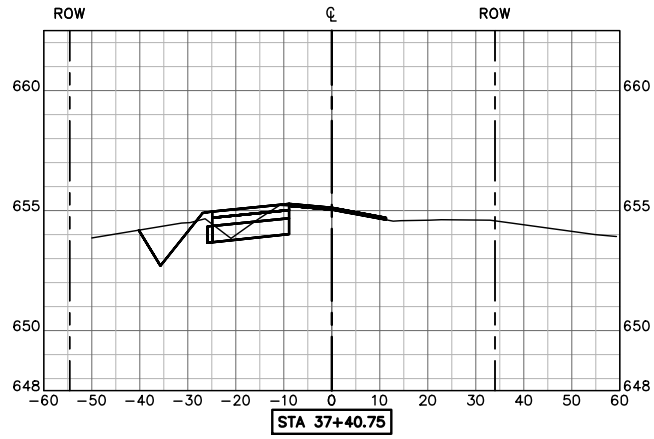
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THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. CHA, P.E. 112732 ON 02/09/2024. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION		
Westwood Westwood Professional Services, Inc. TBPB FIRM REGISTRATION NO. F-11756 TBPB FIRM REGISTRATION NO. 10074301				
Phone	(817) 412-7155	4060 BRYANT IRVIN ROAD		
Toll Free	(888) 937-5150	FORT WORTH, TX 76109		
westwoodps.com				
PAVING CROSS SECTIONS STA 32+50 TO STA 36+00				
BOSS RANGE ROAD IMPROVEMENTS 1ST ST. (FM407) TO SAM REYNOLDS ROAD CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	19

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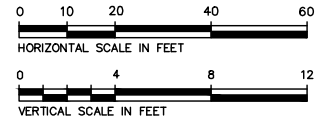
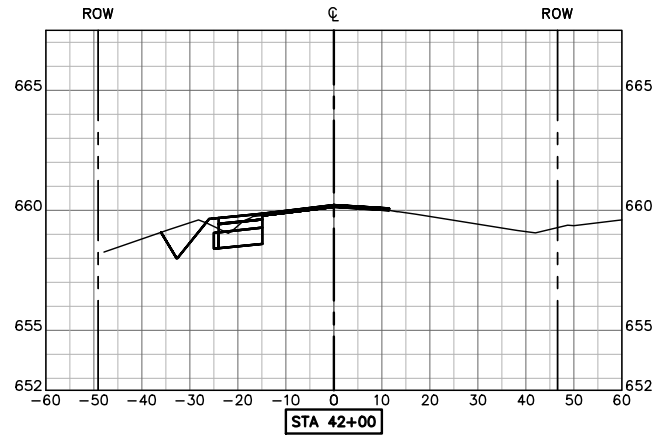
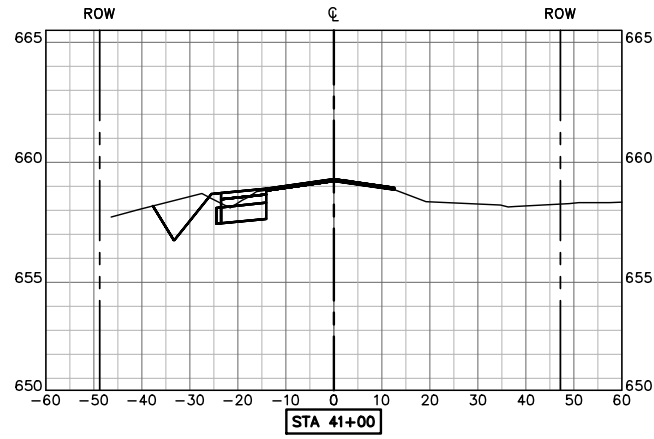
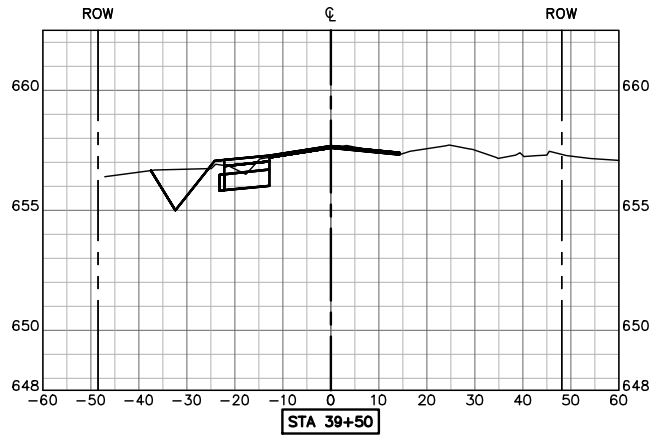
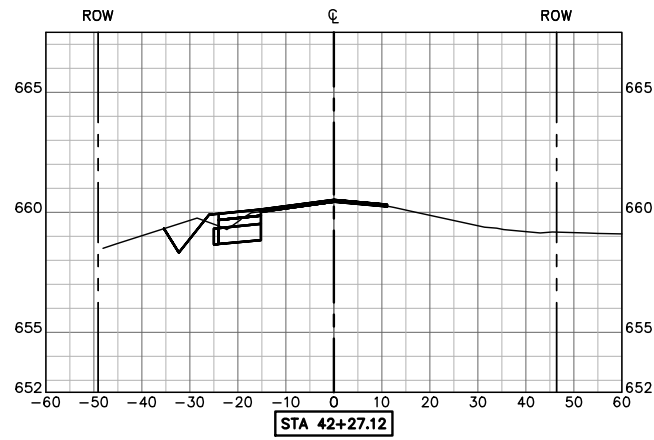
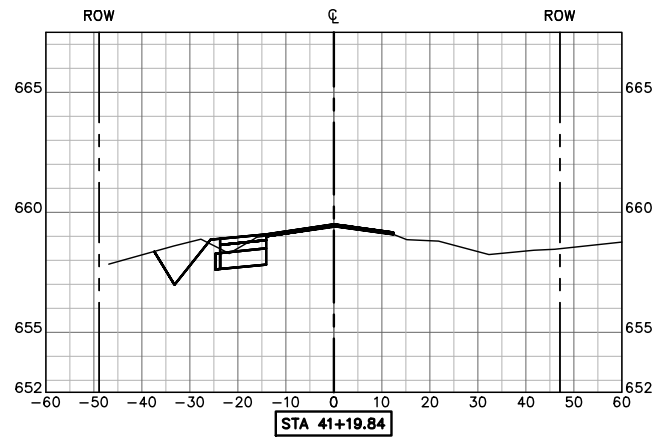
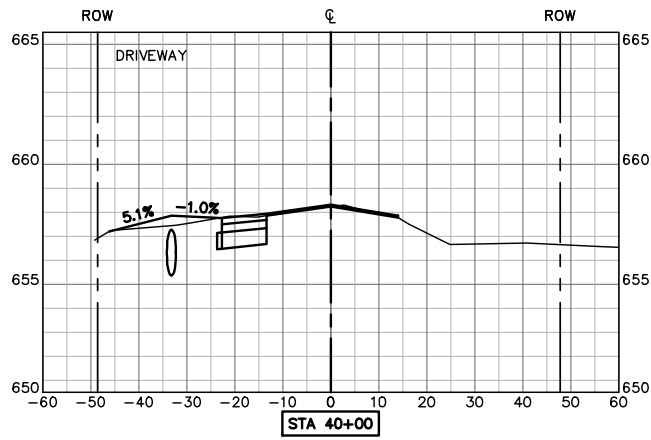
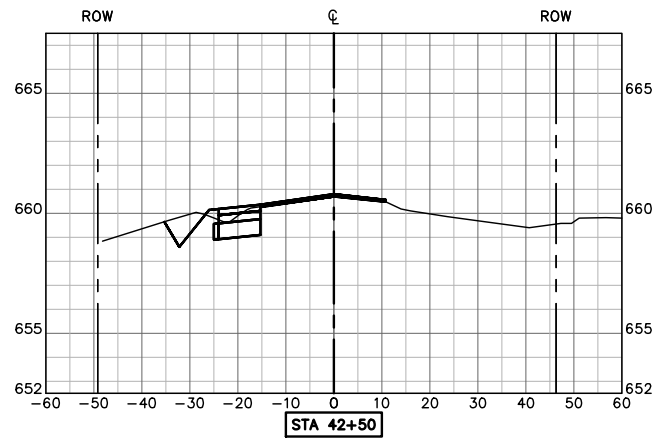
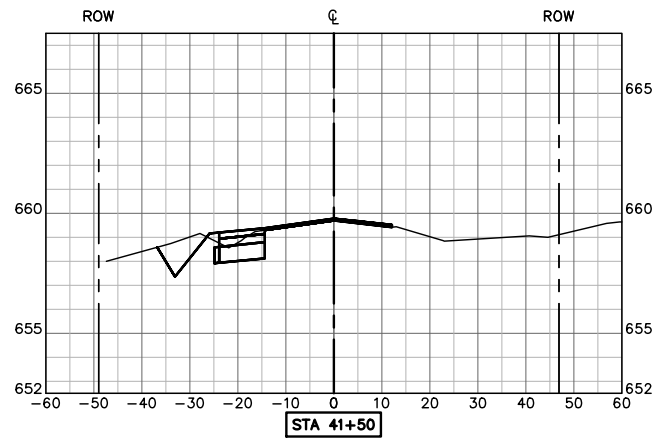
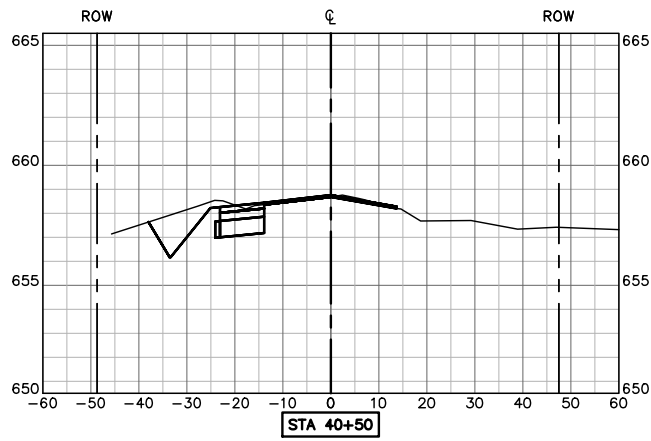


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Westwood Westwood Professional Services, Inc. TBPB FIRM REGISTRATION NO. F-11756 TBPB FIRM REGISTRATION NO. 10074301				
Phone	(817) 412-7155	4060 BRYANT IRVIN ROAD		
Toll Free	(888) 937-5150	FORT WORTH, TX 76109		
westwoodps.com				
PAVING CROSS SECTIONS STA 36+50 TO STA 39+32.22				
BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	20

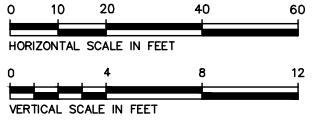
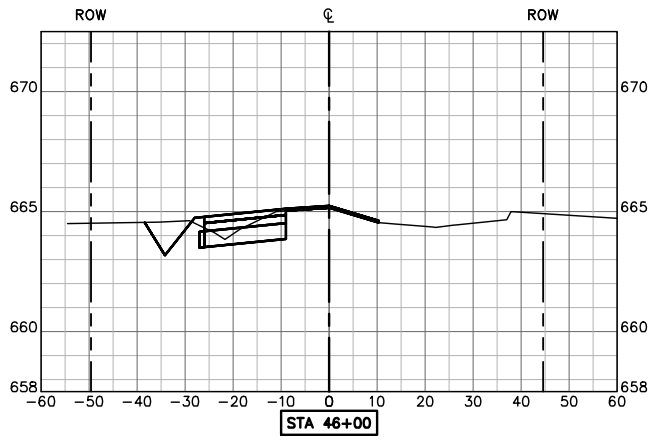
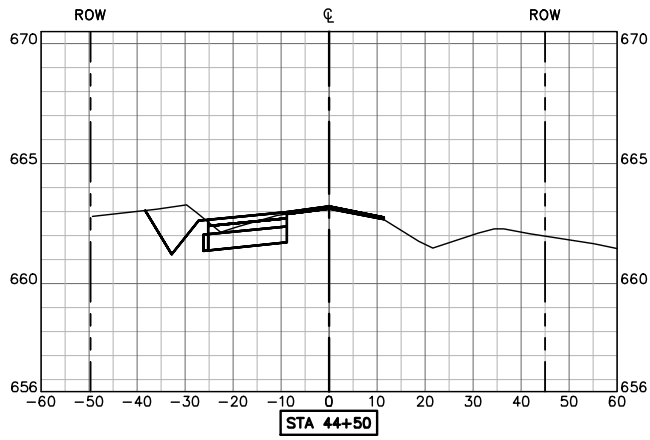
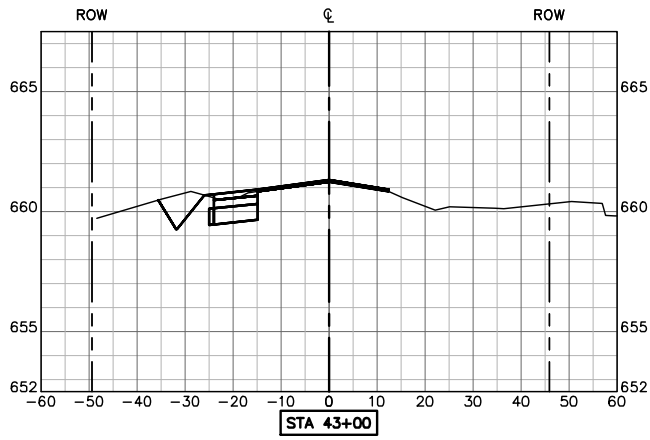
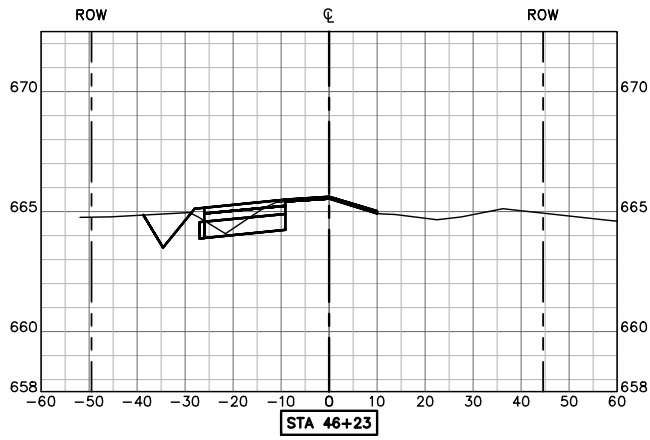
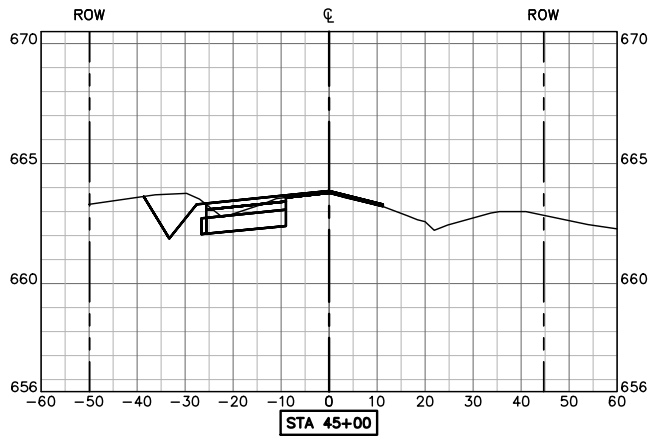
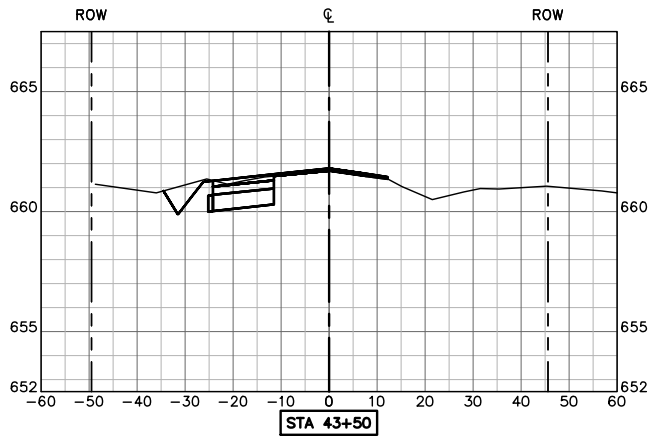
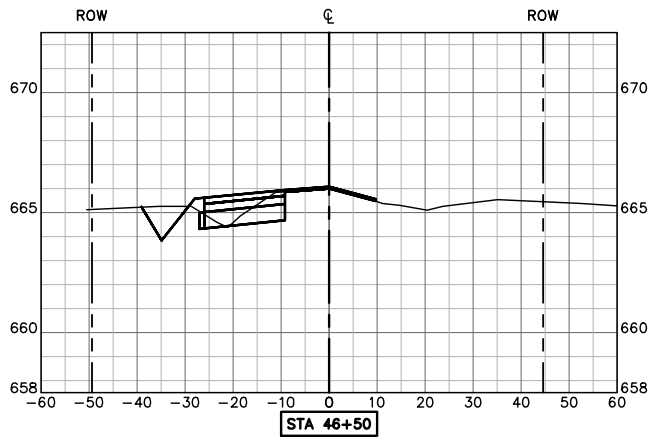
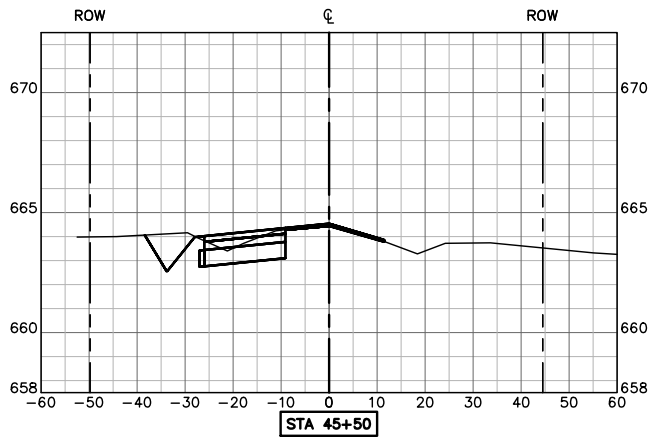
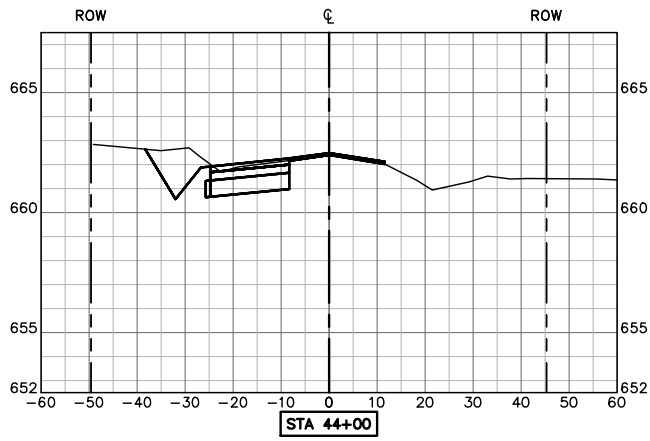
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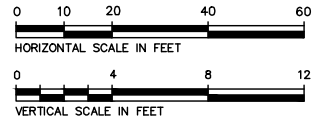
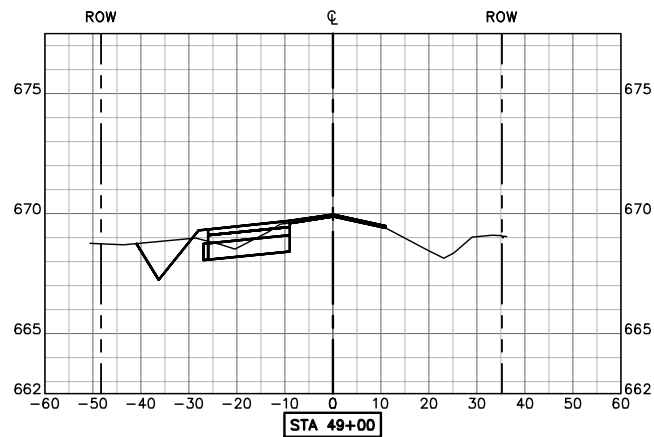
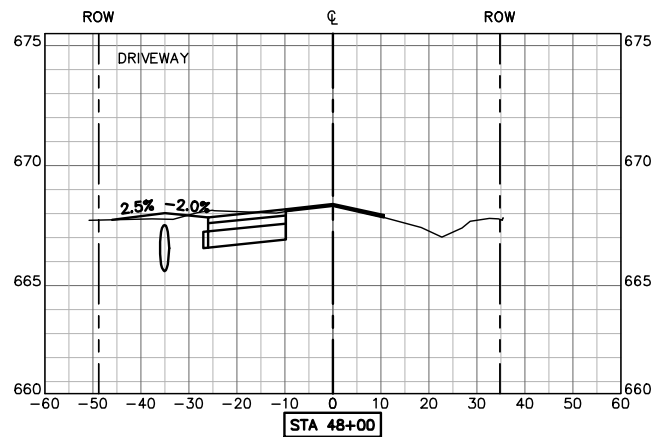
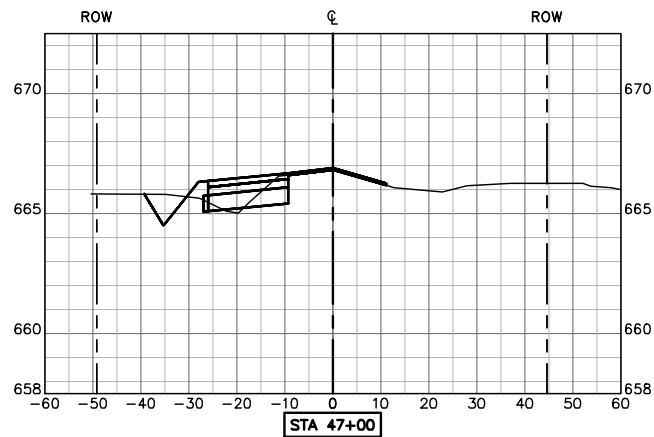
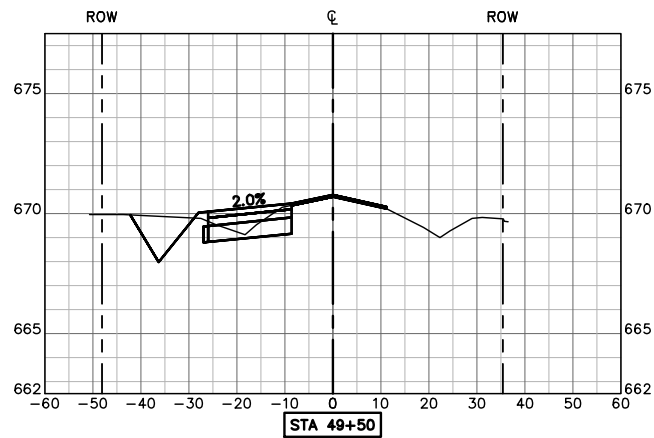
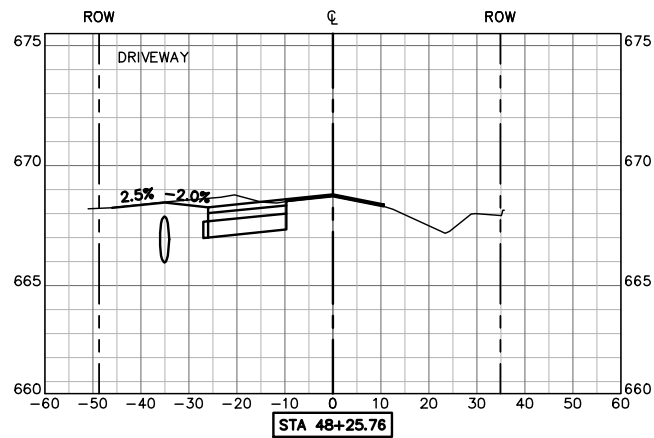
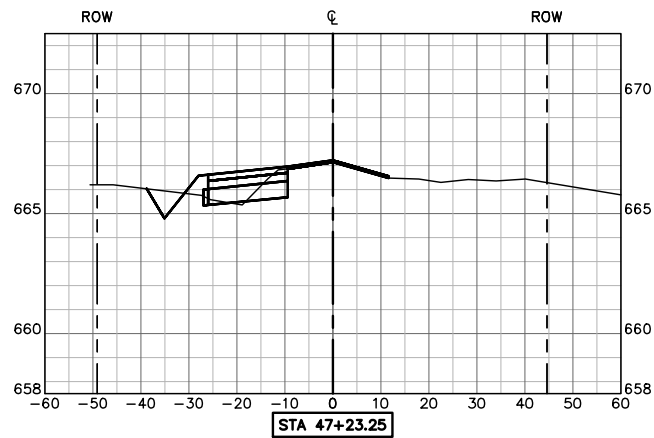
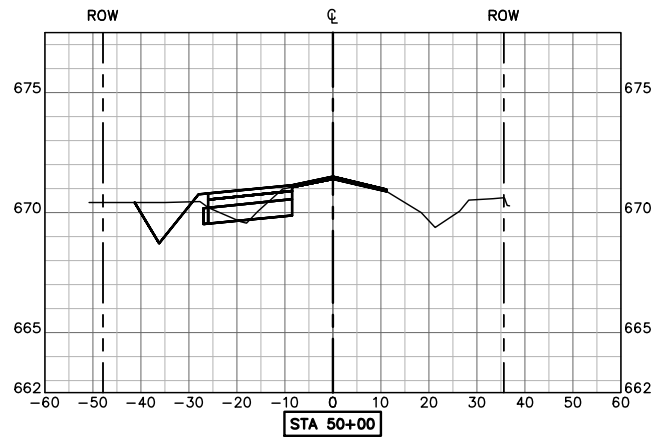
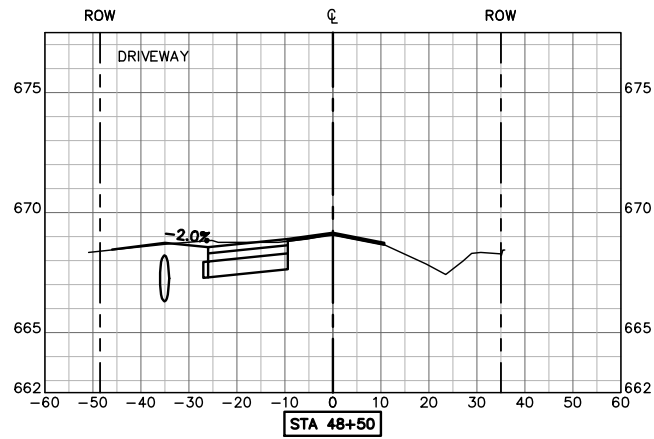
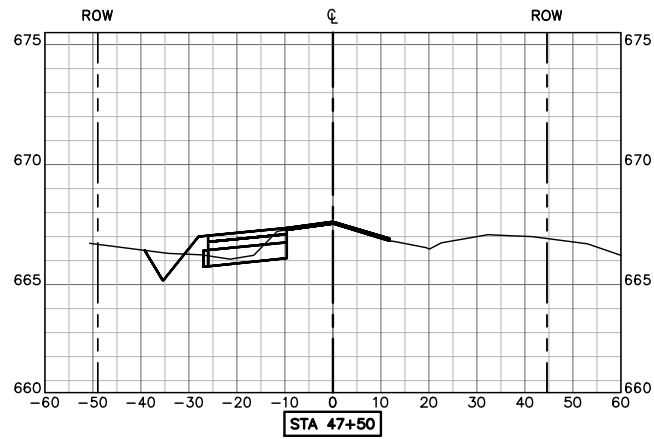
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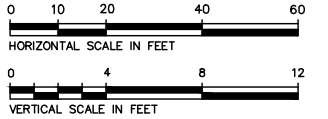
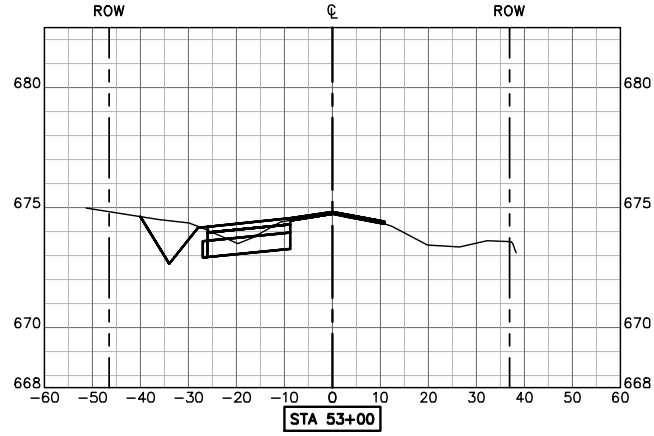
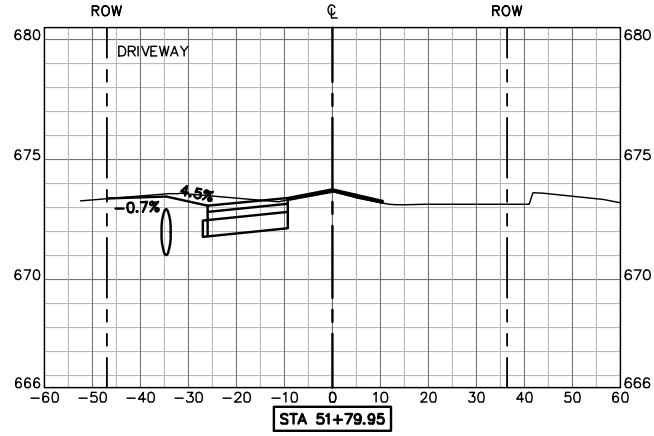
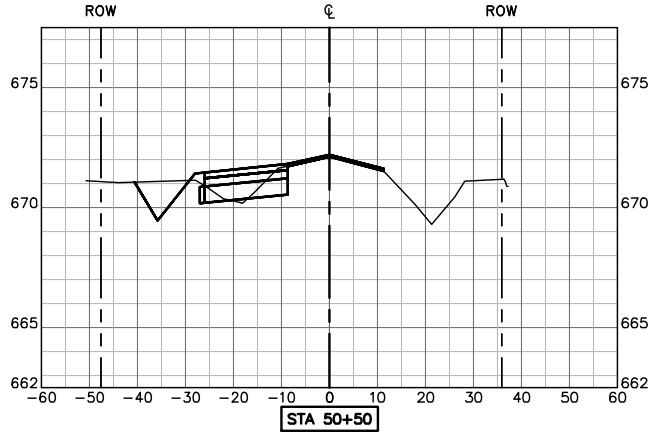
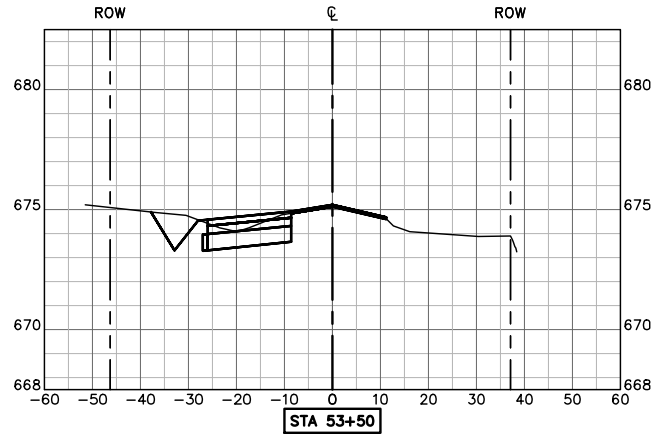
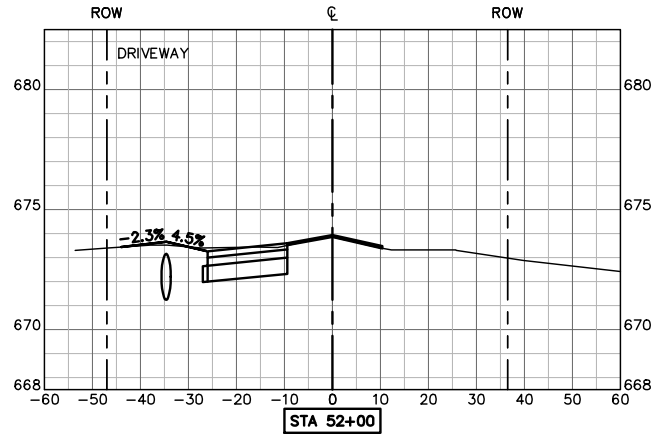
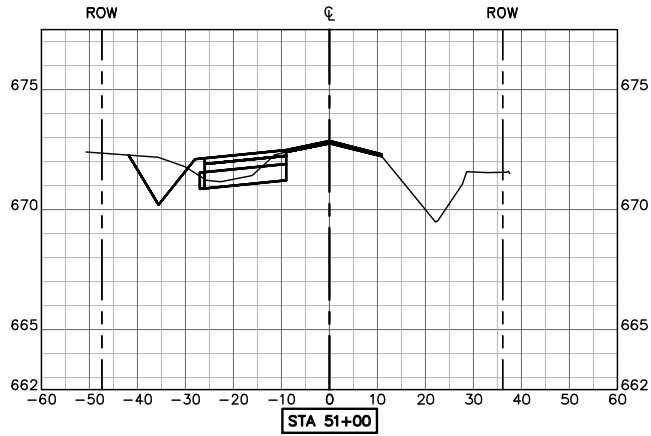
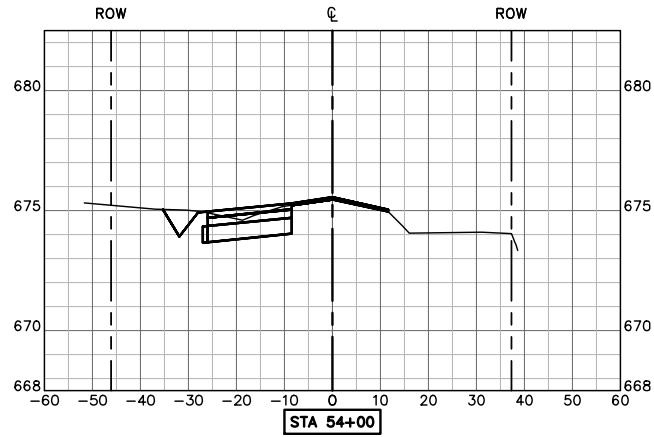
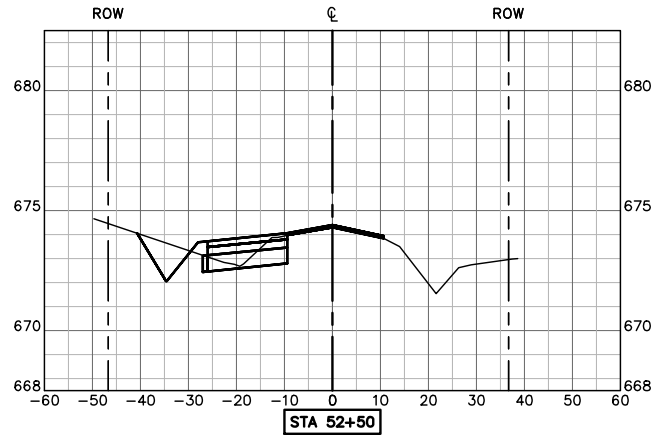
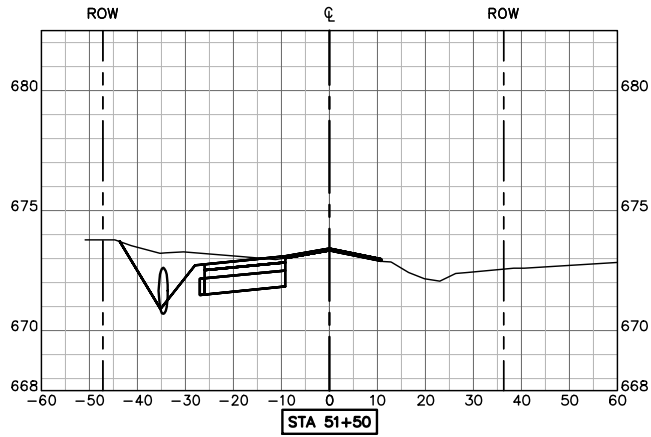
NO.	DATE	REVISION		
Westwood Westwood Professional Services, Inc. TBPB FIRM REGISTRATION NO. F-11756 TBPB FIRM REGISTRATION NO. 10074301				
Phone	(817) 412-7155	4060 BRYANT IRVIN ROAD		
Toll Free	(888) 937-5150	FORT WORTH, TX 76109		
		westwoodps.com		
PAVING CROSS SECTIONS STA 43+00 TO STA 46+50				
BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	22

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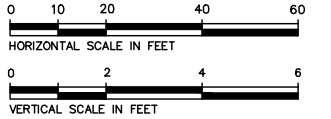
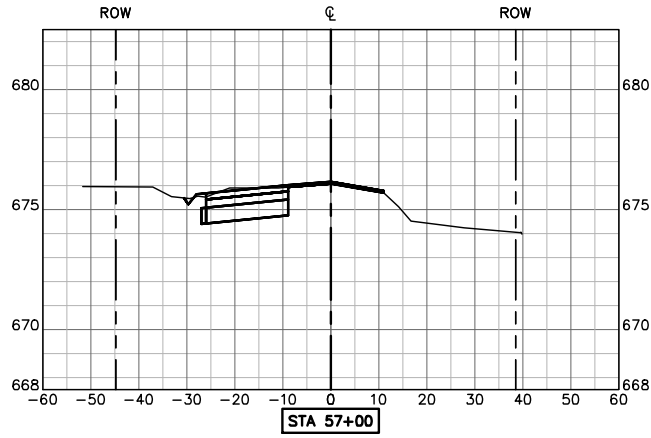
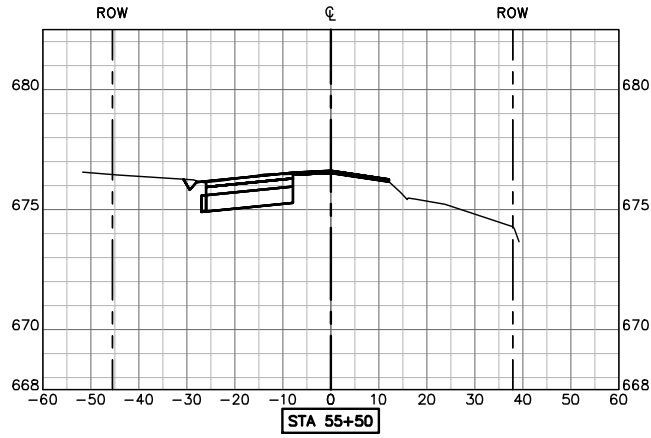
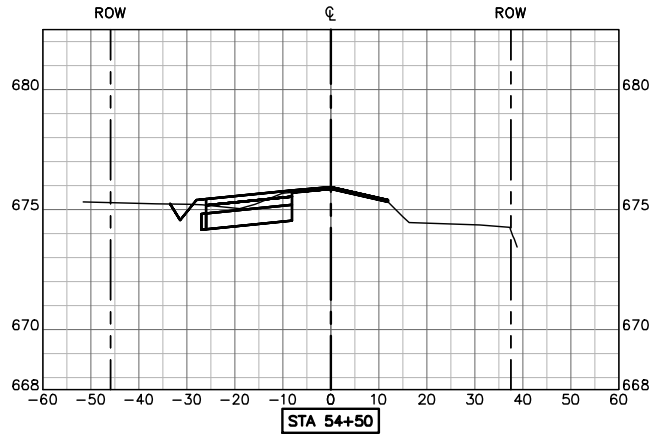
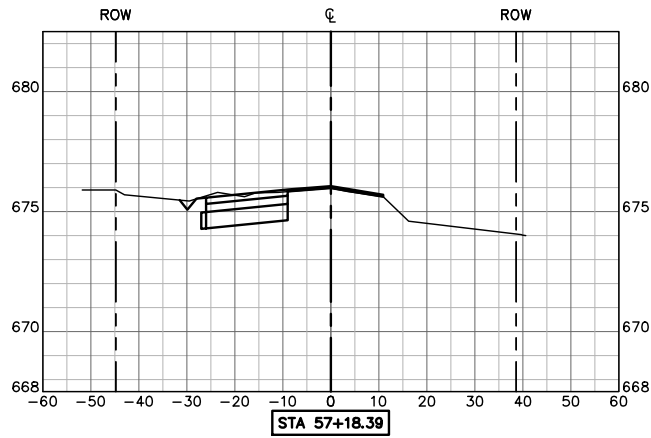
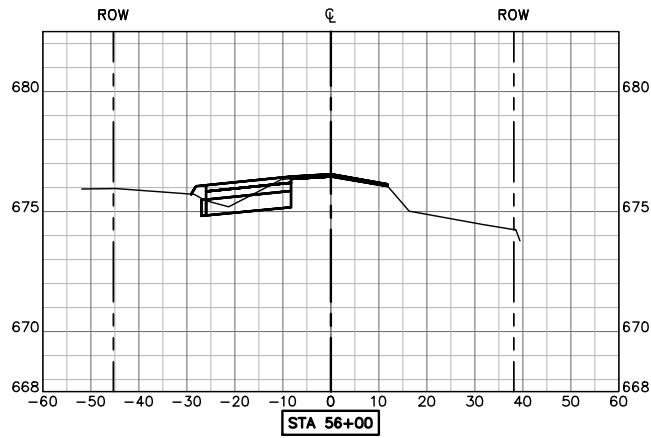
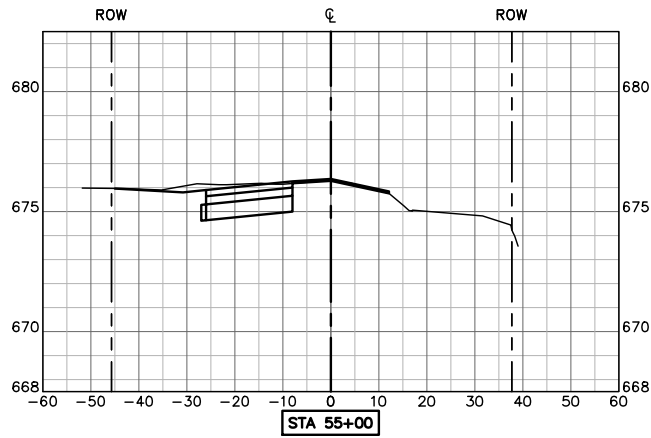
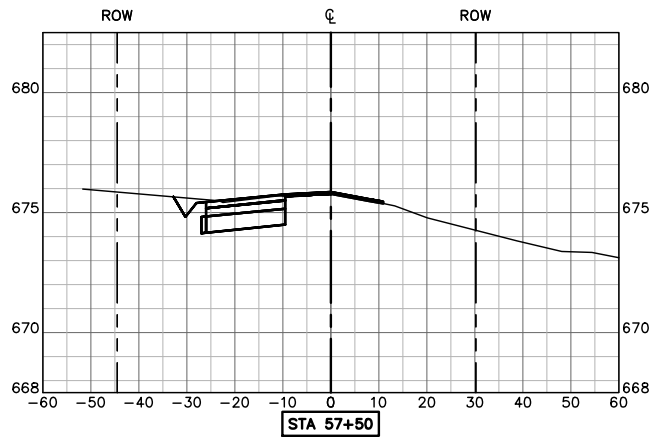
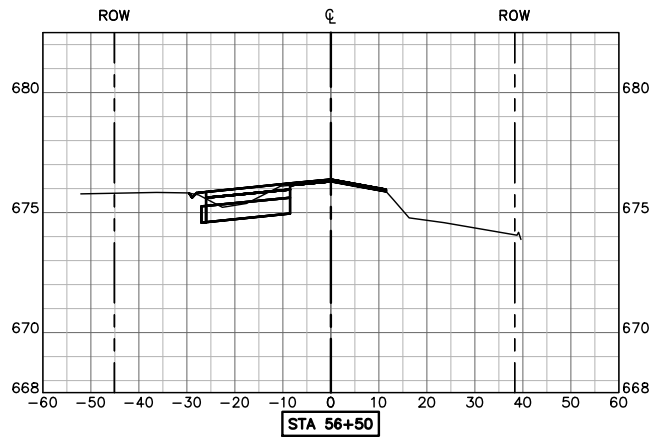
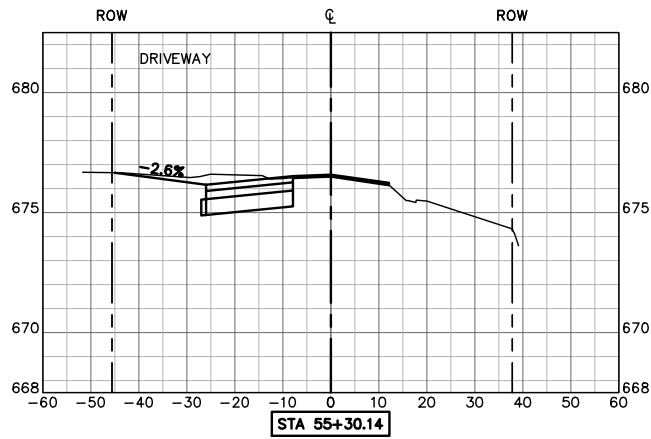


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Westwood		Westwood Professional Services, Inc. TBPB FIRM REGISTRATION NO. F-11756 TBPB FIRM REGISTRATION NO. 10074301		
Phone	(817) 412-7155	4060 BRYANT IRVIN ROAD		
Toll Free	(888) 937-5150	FORT WORTH, TX 76109		
		westwoodps.com		
PAVING CROSS SECTIONS STA 50+50 TO STA 54+00				
BOSS RANGE ROAD IMPROVEMENTS				
1ST ST. (FM407) TO SAM REYNOLDS ROAD				
CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	24

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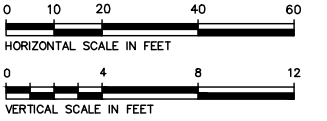
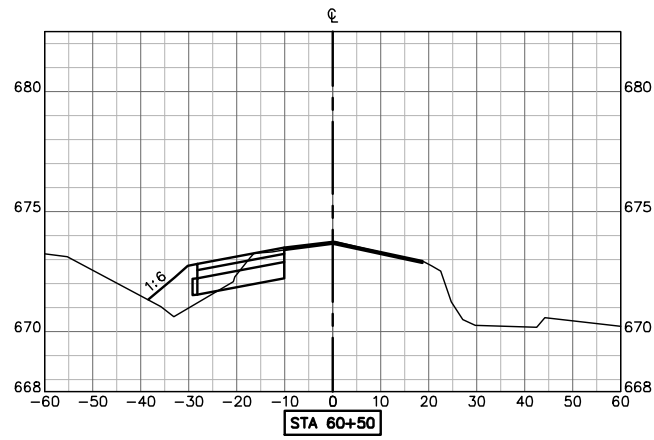
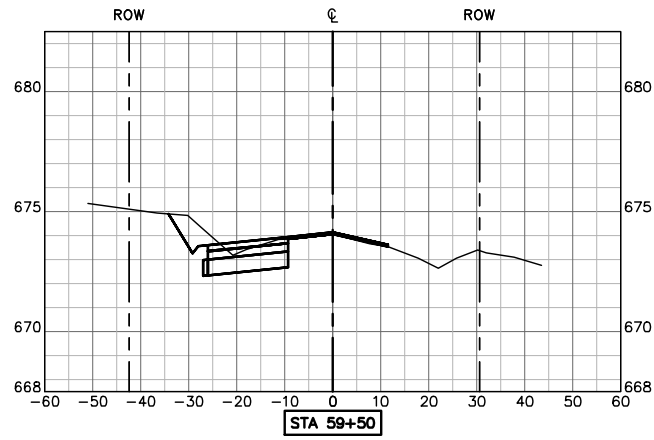
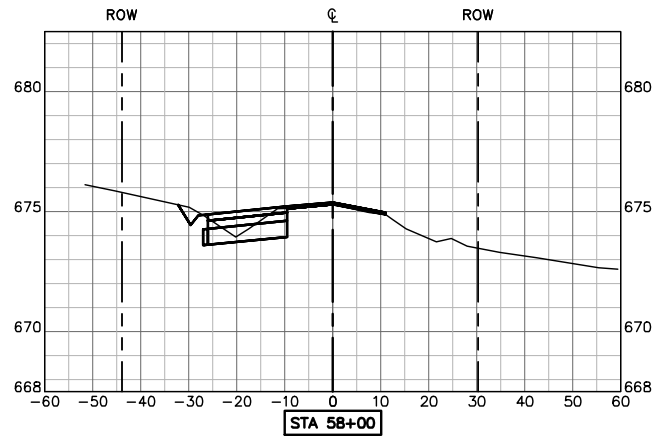
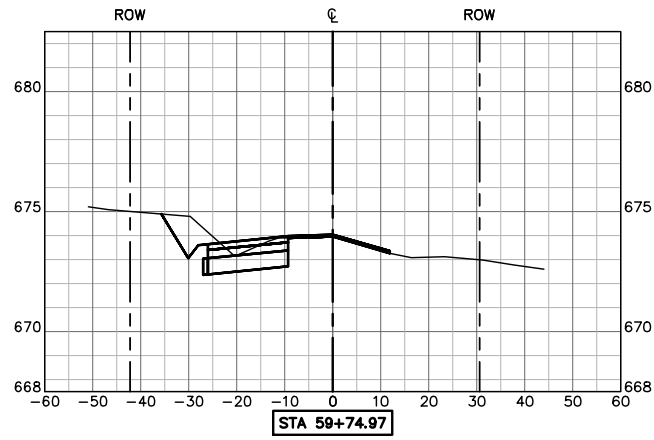
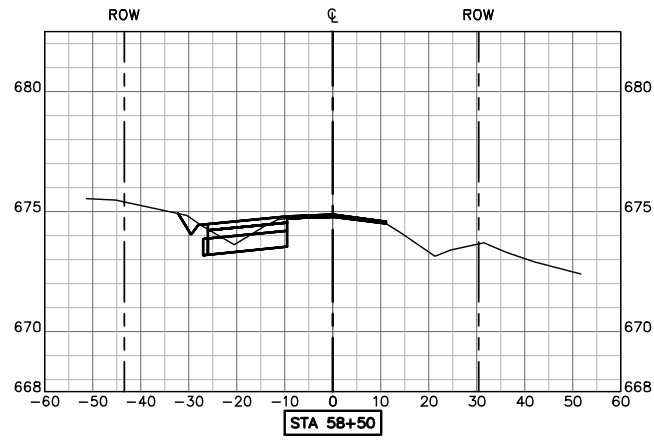
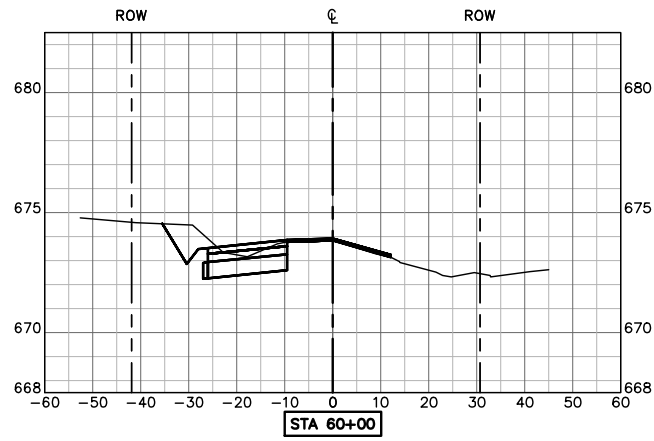
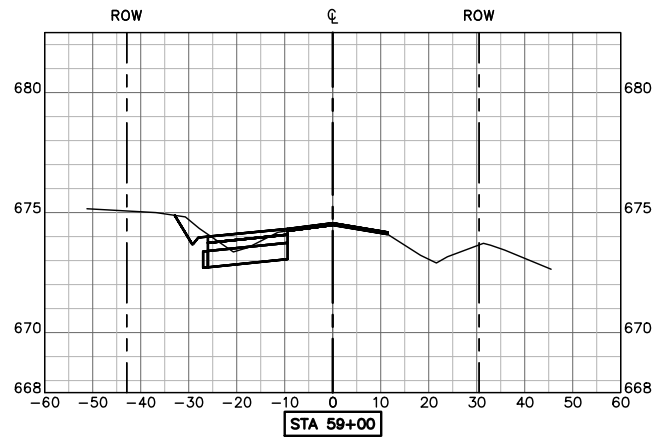
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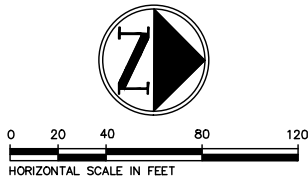
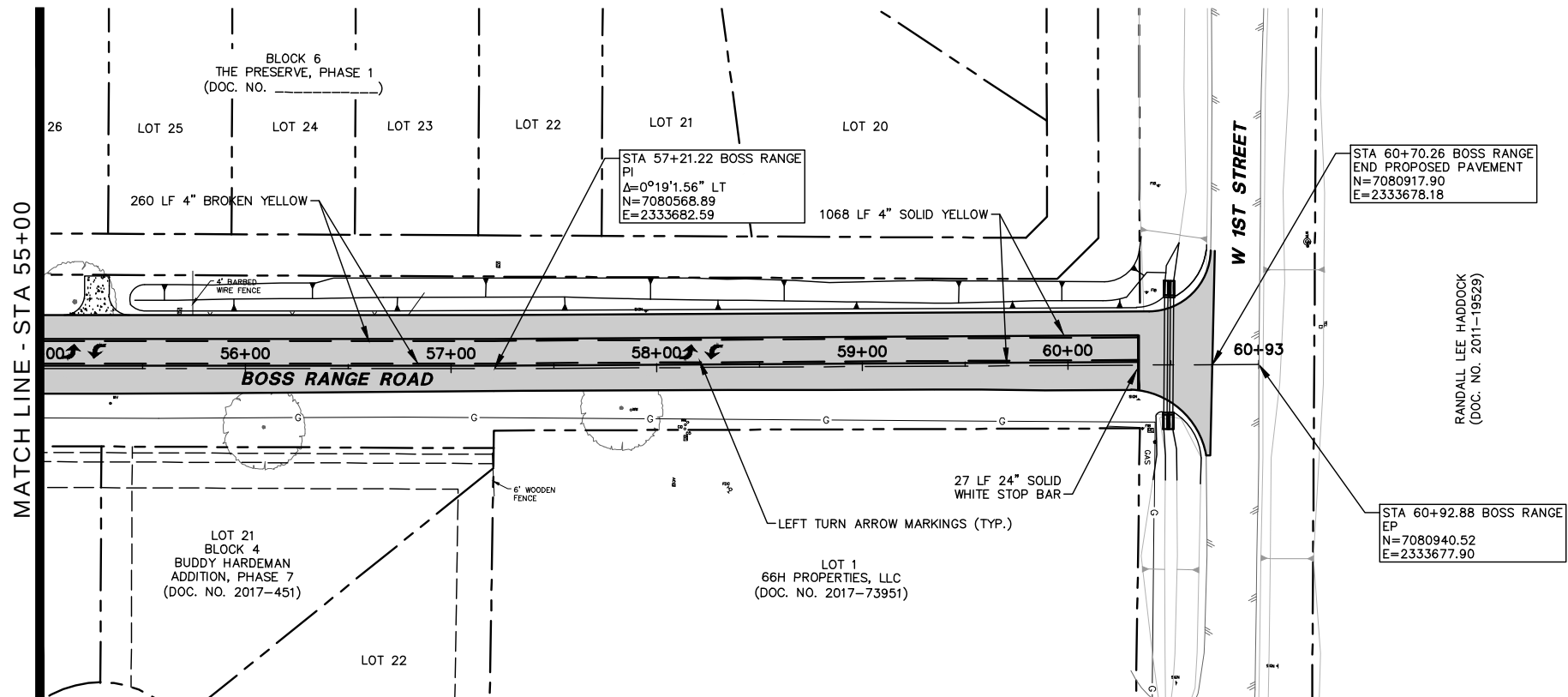
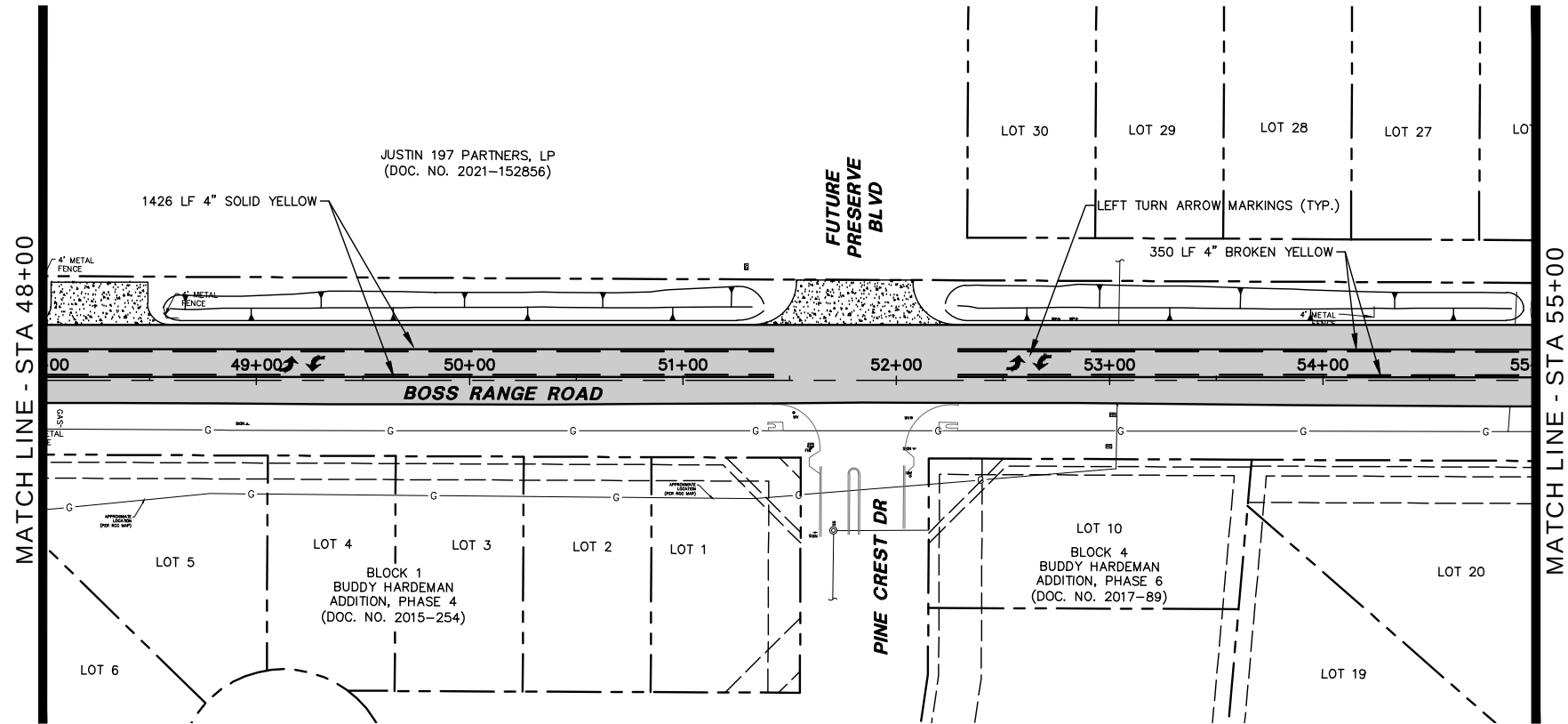
NO.	DATE	REVISION
Westwood Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-11756 TBPLS FIRM REGISTRATION NO. 10074301		
Phone	(817) 412-7155	4060 BRYANT IRVIN ROAD
Toll Free	(888) 937-5150	FORT WORTH, TX 76109
westwoodps.com		
PAVING CROSS SECTIONS STA 54+50 TO STA 57+50		
BOSS RANGE ROAD IMPROVEMENTS		
1ST ST. (FM407) TO SAM REYNOLDS ROAD		
CITY OF JUSTIN, DENTON COUNTY, TEXAS		
DESIGN	DRAWN	DATE
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LEGEND

ACB A/C UNIT	WV WATER VALVE
B BOLLARD	WP WOODEN POST
CD CLEANOUT	FOR PIN FLAG GREEN
CV CABLE VAULT	FOR PIN FLAG ORANGE
ELEC D ELECTRIC BOX	FOR PIN FLAG YELLOW
EMR ELECTRIC METER	FOR PIN FLAG FIBER OPTIC
ES ELECTRIC SWITCH	FOR PIN FLAG GAS
FDC FIRE DEPT. CONN.	PROPERTY LINE
FR FIRE HYDRANT	EASEMENT LINE
FBW UG FIB. OPTIC MARKER	SETBACK LINE
FO FIBER OPTIC VAULT	SURVEY ABSTRACT LINE
GAS UG GAS MARKER	LIMITS OF FLOOD ZONE
GV GAS VALVE	FENCE
GA GUY ANCHOR	CHL OVERHEAD UTILITY LINE
EH HAND HOLE (TYPE UNKNOWN)	GUARD RAIL
EH HAND HOLE CABLE	UNDERGROUND ELECTRIC LINE
LS LIGHT STANDARD	UNDERGROUND TELEPHONE LINE
MBD MAILBOX	UNDERGROUND CABLE LINE
MP METAL POST	UNDERGROUND FIBER OPTIC LINE
PP POWER POLE	UNDERGROUND GAS LINE
PP W/ LIGHT	STORM DRAIN LINE
PP W/ GUY ANCHOR	WATER LINE
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>
PP W/ GUY ANCHOR	6\"/>

PROPOSED 1" ASPHALT HOTMIX OVERLAY

PROPOSED ASPHALT PAVEMENT

NOTES

- Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on June 18, 2023 with a combined scale factor of 1.000150630.



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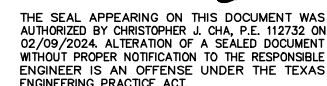
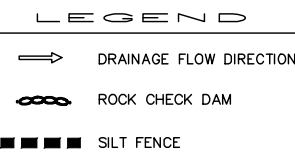
Westwood Westwood Professional Services, Inc.
TBP Firm Registration No. F-11756
TBP Firm Registration No. 10074301

Phone (817) 412-7155 4060 BRYANT IRVIN ROAD
Toll Free (888) 937-5150 FORT WORTH, TX 76109
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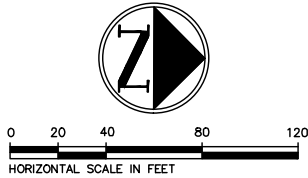
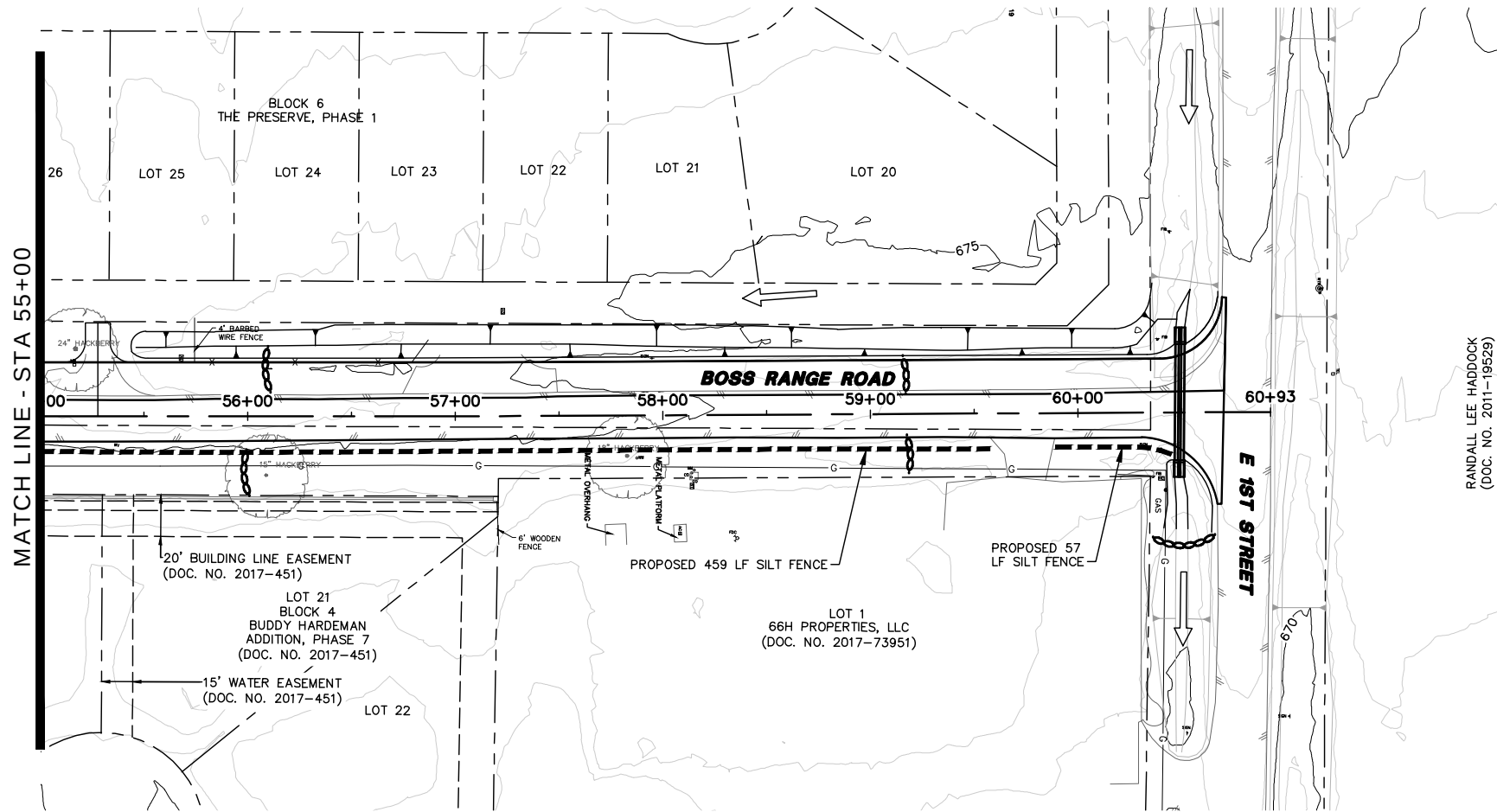
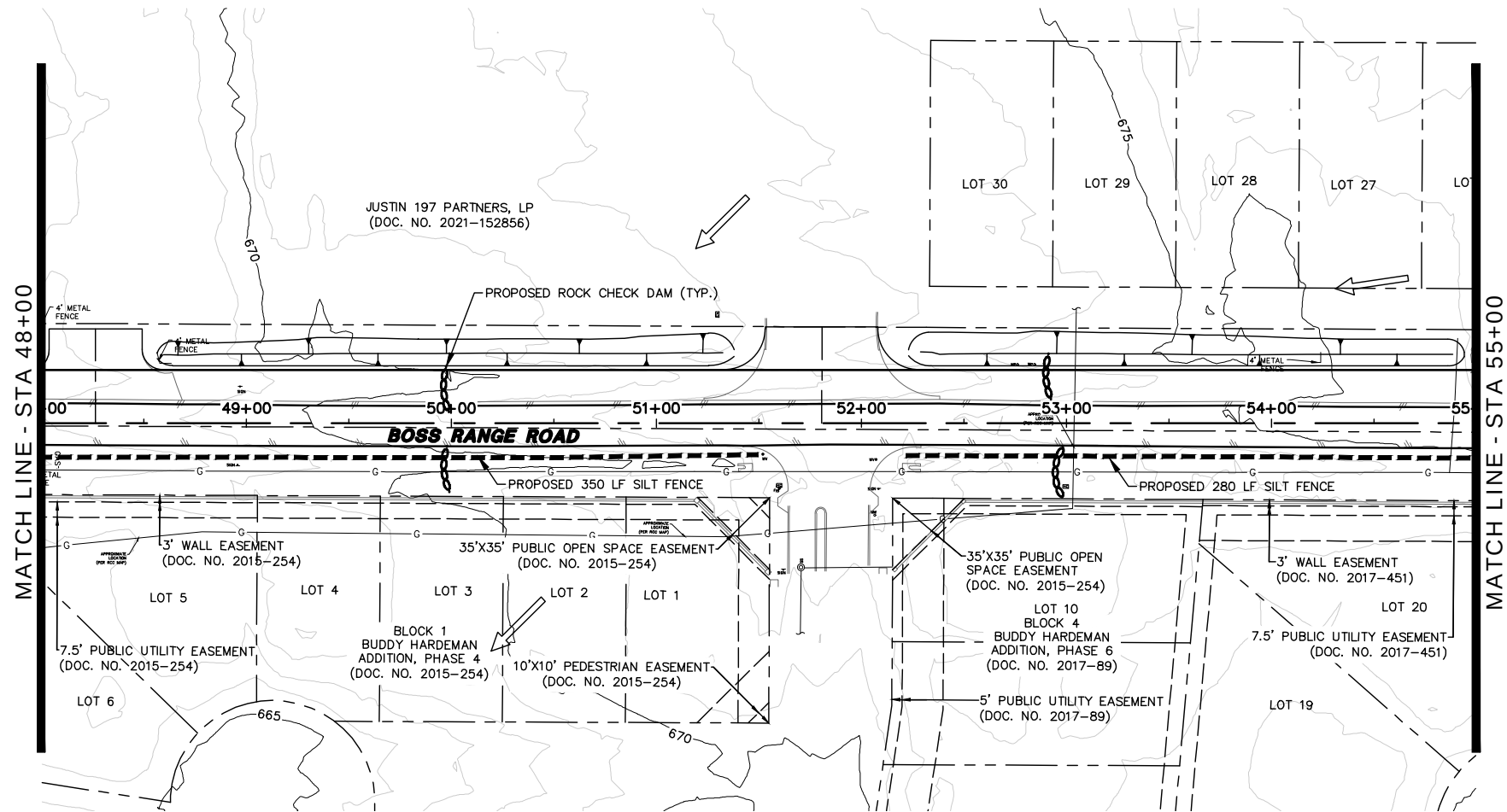
STRIPIING LAYOUT
STA 48+00 TO STA 60+70.26

BOSS RANGE ROAD IMPROVEMENTS
1ST ST. (FM407) TO SAM REYNOLDS ROAD
CITY OF JUSTIN, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	28



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02/12/2024 -- 10:24AM
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LEGEND

- DRAINAGE FLOW DIRECTION
- ⊗ ROCK CHECK DAM
- SILT FENCE



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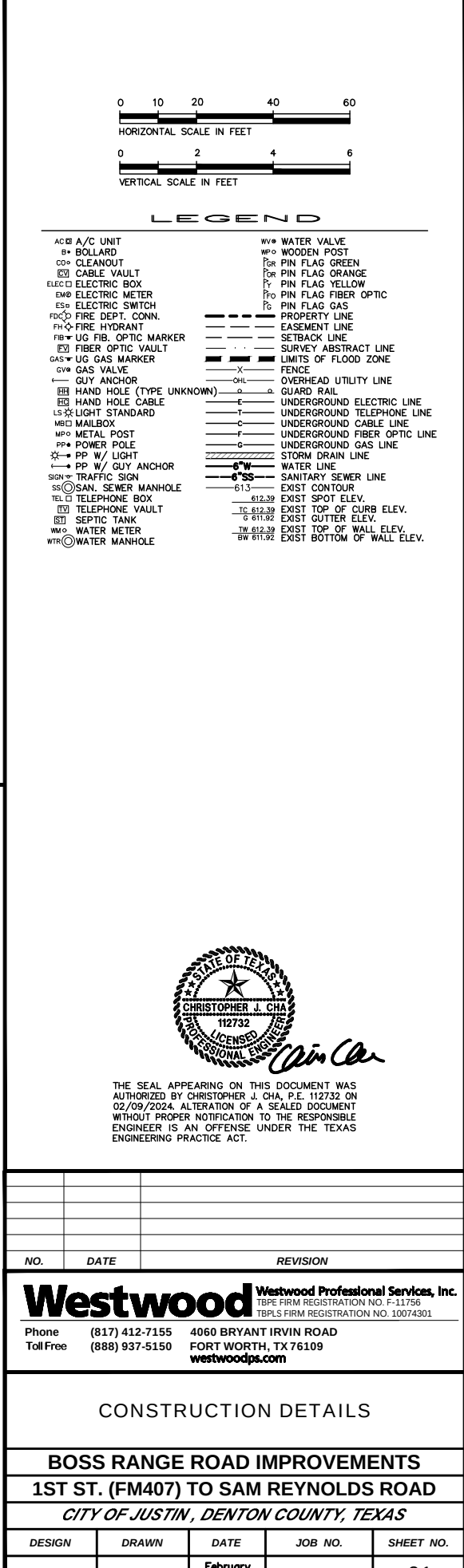
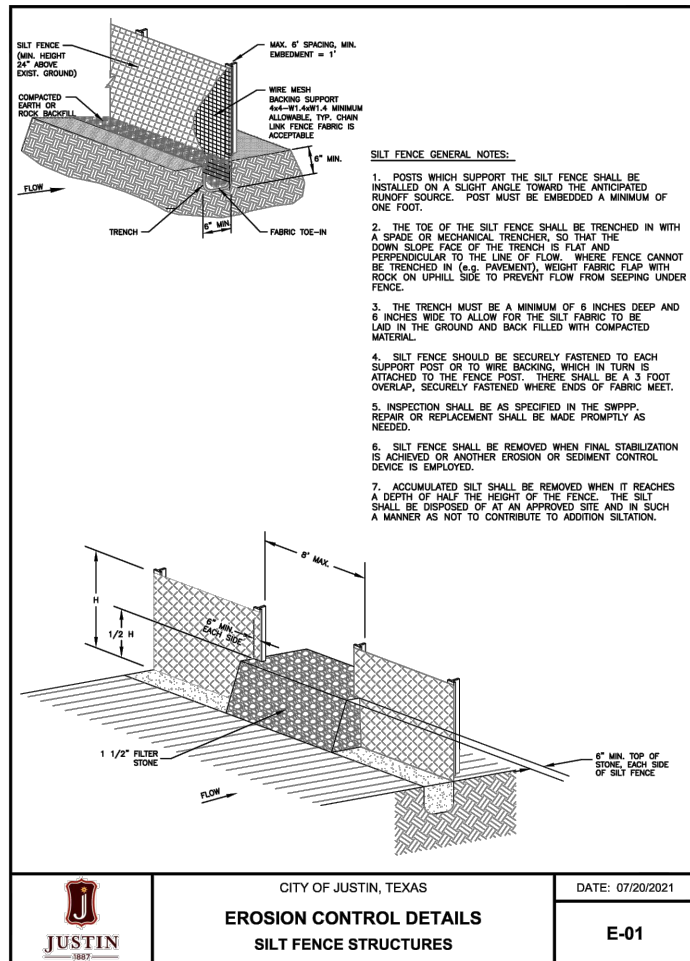
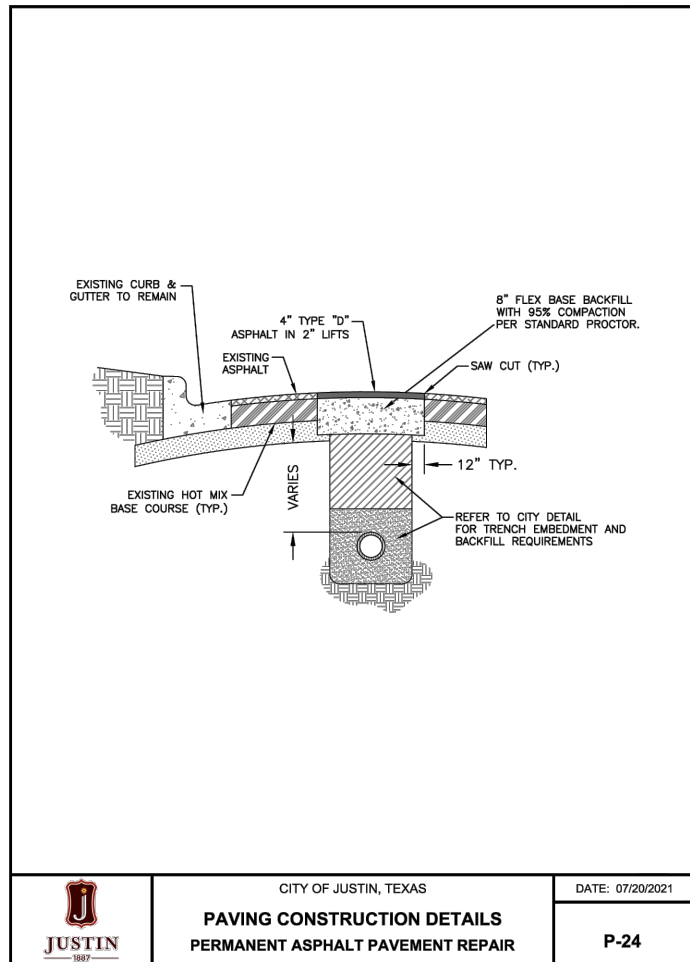
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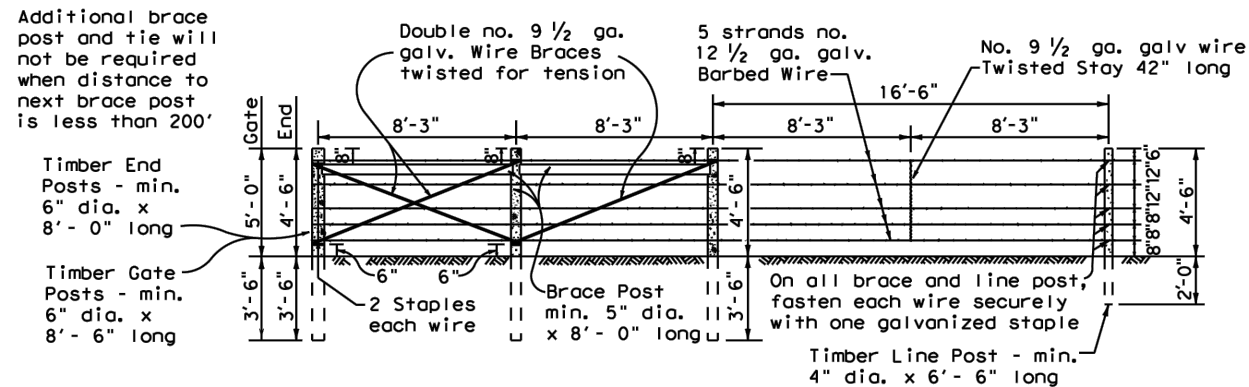
EROSION CONTROL PLAN STA 48+00 TO STA 60+93				
BOSS RANGE ROAD IMPROVEMENTS 1ST ST. (FM407) TO SAM REYNOLDS ROAD CITY OF JUSTIN, DENTON COUNTY, TEXAS				
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CKT	EB	February 2024	45408.00	30

CITY OF JUSTIN - BOSS RANGE ROAD IMPROVEMENTS



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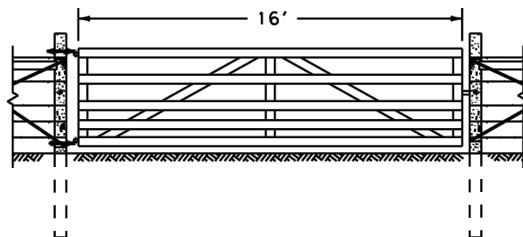
SECTION GALVANIZED BARBED WIRE FENCE WITH WOOD POSTS

Bracing Detail Used at Ends and Gates

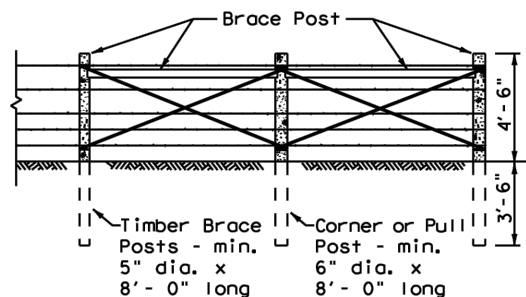
TYPE "A" FENCE

(See General Note 6)

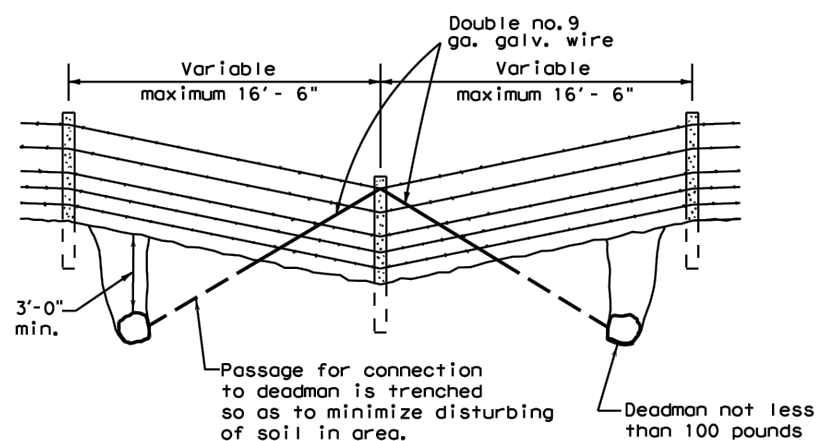
Metal gate shall consist of 5 panels not less than 4'-4" high and shall be aluminum or galvanized metal and of good quality. Gate and hardware shall meet the approval of the Engineer.



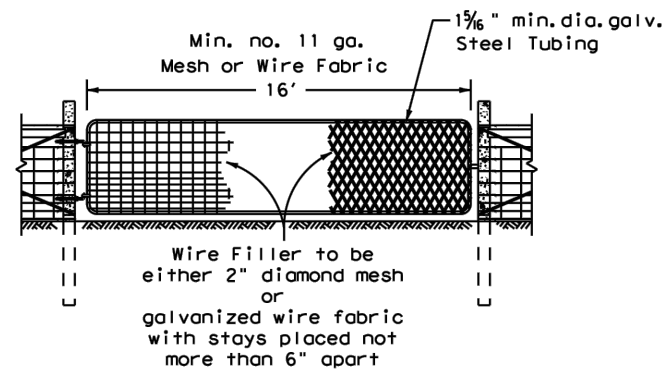
DETAIL TYPE 1 GATE



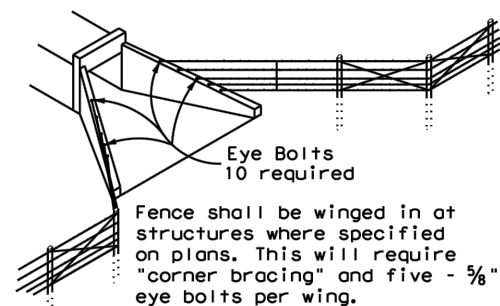
CORNER OR PULL POST ASSEMBLY



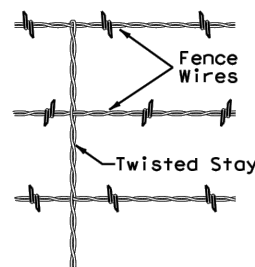
DETAIL OF FENCE SAG (Single Line Connection)



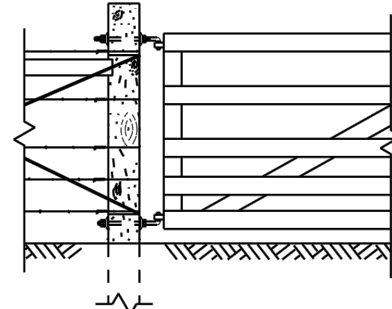
DETAIL TYPE 2 GATE



DETAIL OF FENCE TREATMENT AT STRUCTURES



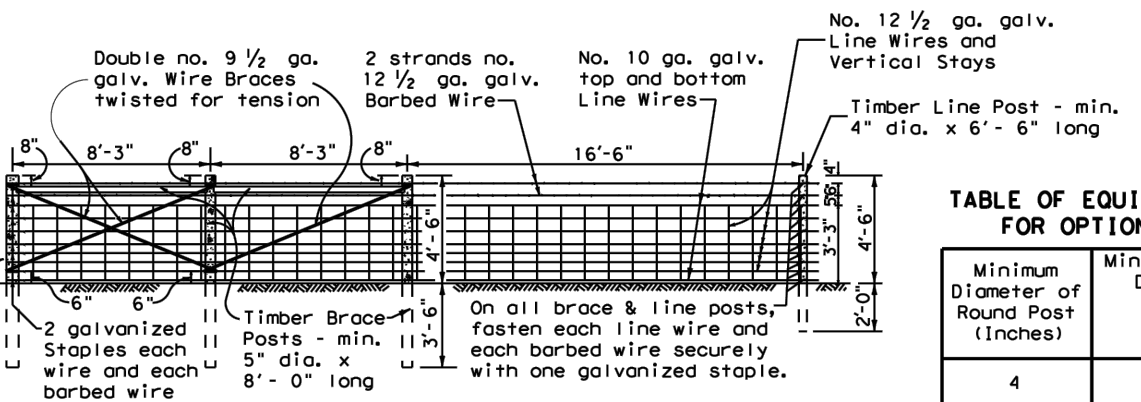
DETAIL OF STAY (Barbed wire fence)



DETAIL SHOWING INSTALLATION OF HINGES OF TYPE 1 & 2 GATE

Additional brace post and tie will not be required when distance to next brace post is less than 200'.

Timber End Posts - min. 6" dia. x 8'-0" long
Timber Gate Posts - min. 6" dia. x 8'-6" long

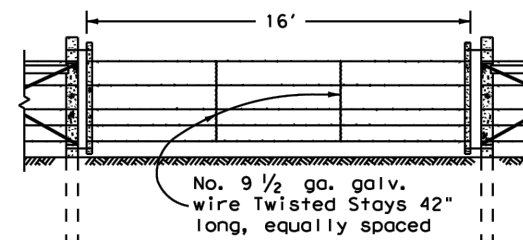


SECTION GALVANIZED WOVEN WIRE FENCE WITH WOOD POSTS

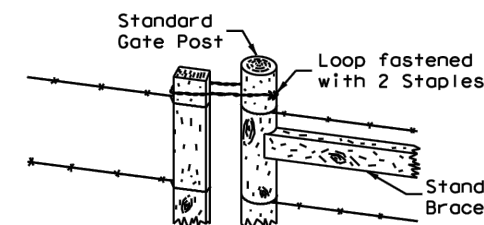
Bracing Detail Used at Ends and Gates

TYPE "B" FENCE

(See General Note 6)

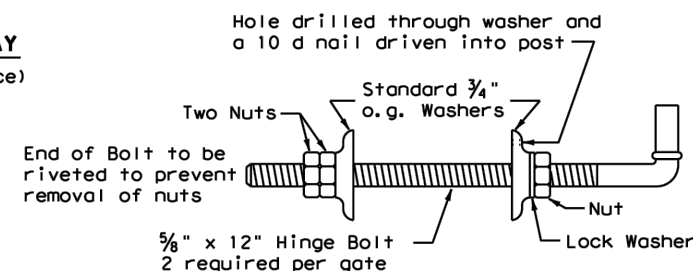


DETAIL TYPE 3 GATE

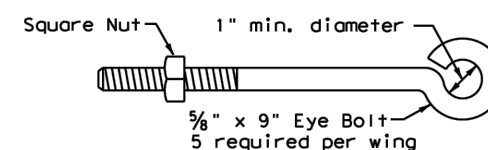


Loop to be made from two strands twisted no. 9 1/2 ga. galv. smooth wire, and to be securely fastened to gate post with two galv. staples.

DETAIL FASTENER TYPE 3 GATE



DETAIL OF GATE HINGE BOLT ASSEMBLY



DETAIL OF EYE BOLT

TABLE OF EQUIVALENT SIZES FOR OPTIONAL SHAPE

Minimum Diameter of Round Post (Inches)	Minimum Equivalent Dimension for Each Side of Square Post (Inches)
4	3 1/2
5	4 1/2
6	5 1/4

GENERAL NOTES

- Any high point which interferes with the placing of wire mesh shall be excavated to provide 2" clearance.
- Latches for Type 1 and Type 2 gates shall be good commercial quality and design latches of the spring, fork or chain type. All latches shall be suitable for the gate and shall be approved by the Engineer.
- Hinges for Type 2 gates shall be commercial design approved by the Engineer suitable for post and gate.
- Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
- If rock is encountered at a depth less than the embedded depth required, a 15" or larger diameter hole shall be drilled for the post and the post shall be set in concrete. If rock is encountered at a depth of 1'-6" or more below the ground surface, the hole shall be drilled to the required depth. If rock is encountered at a depth less than 1'-6" below the ground surface, the holes shall be drilled a minimum of 2'-0" into the rock or to the depth whichever is the lesser depth.
- Barbed Wire shall be in accordance with ASTM A 121 (Class 1) Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.
- Woven Wire Fence (Type B) shall be in accordance with ASTM A 116 (Class 1) No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
- The location of gates and corner posts will be as indicated elsewhere on these plans.
- Square wood posts may be used in lieu of round posts provided minimum equivalent size requirements, as shown are met. All wood posts shall be in accordance with Item 552, "Wire Fence."



Texas Department of Transportation

Design Division Standard

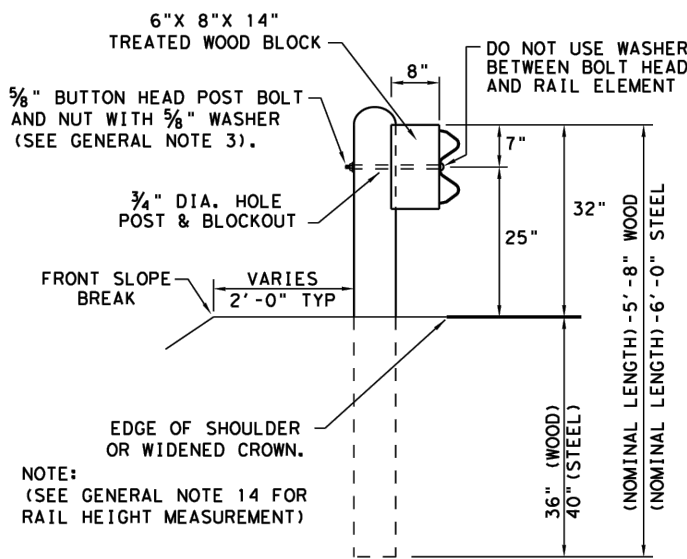
BARBED WIRE AND WOVEN WIRE FENCE (WOOD POSTS)

WF (1) - 10

FILE: wf110.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
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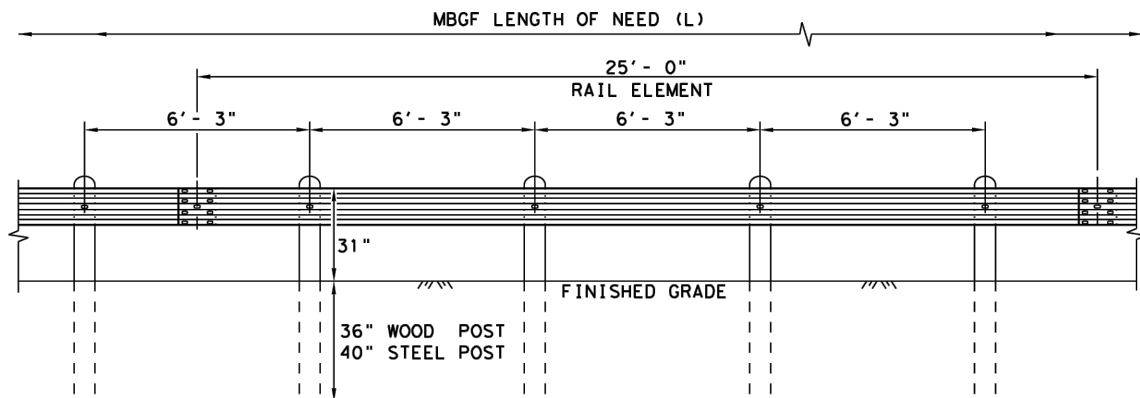
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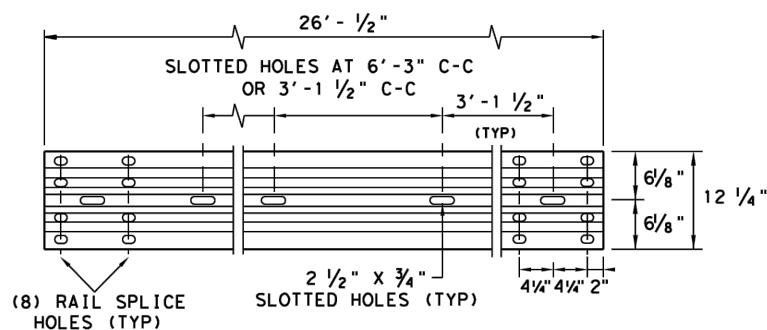
TYPICAL POST PLACEMENT

NOTE: ** "WOOD" INDICATES DIMENSIONS FOR BOTH ROUND AND RECTANGULAR WOOD POST SYSTEMS.



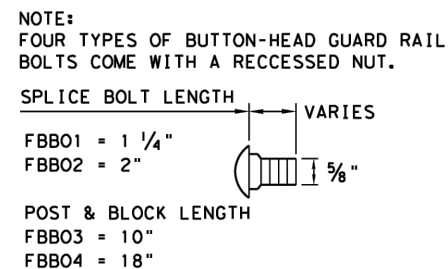
ELEVATION MID-SPAN RAIL SPLICE

SHOWING A 25'-0" SECTION OF W-BEAM RAIL. (SEE GENERAL NOTE 2)



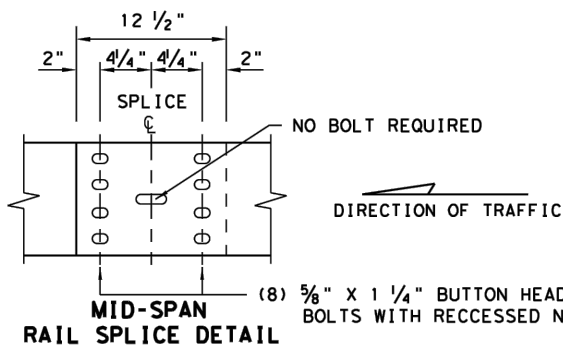
ELEVATION 25'-0" (NOM.) W-BEAM SECTION

NOTES: SEE GENERAL NOTE 2 FOR ALLOWABLE RAIL TYPES. SEE RAIL SPLICE DETAIL FOR REQUIRED HARDWARE.



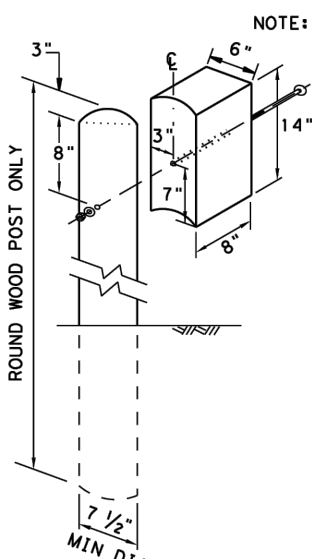
BUTTON HEAD BOLT

NOTE: SEE GENERAL NOTE 3 FOR SPLICE & POST BOLT DETAILS.



MID-SPAN RAIL SPLICE DETAIL

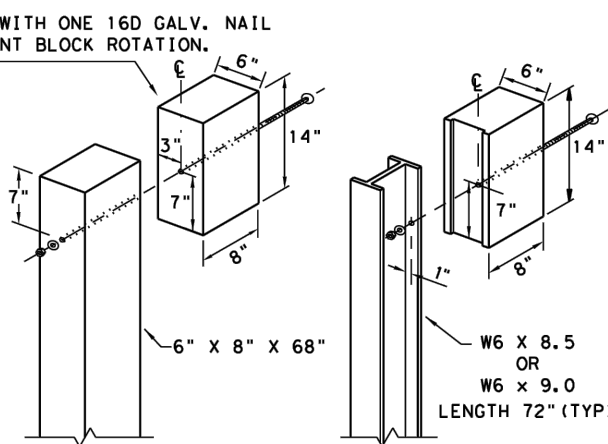
NOTE: GF(31), MID-SPAN RAIL SPLICES ARE REQUIRED WITH 6'-3" POST SPACINGS.



WOOD BLOCK TO ROUND WOOD POST

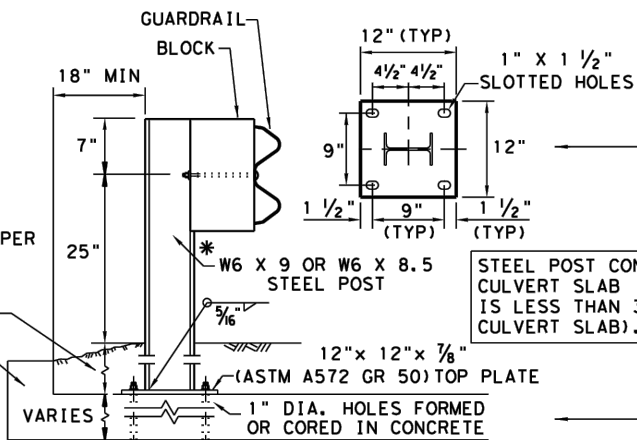
WOOD BLOCK TO RECTANGULAR WOOD POST

ROUTED WOOD BLOCK TO I-BEAM STEEL POST



* POST(S) MAY REQUIRE FIELD MODIFICATION TO ENSURE PROPER GUARDRAIL HEIGHT.

9" MIN. FILL DEPTH CULVERT SLAB



LOW FILL CULVERT POST

NOTE: TWO INSTALLATION OPTIONS.

- BOLT-THROUGH OPTION:** REQUIRES A 6" MIN. SLAB THICKNESS. 7/8" DIA (ASTM A449) HEAVY HEX BOLTS WITH TWO HARDENED WASHER EACH AND HEAVY HEX NUTS. NOTE: BOLT LENGTH = SLAB PLUS 2 1/4" MIN.
- EPOXY ANCHOR OPTION:** THIS OPTION MAY ONLY BE USED IF THE CULVERT SLAB IS 9" MIN. THICK. THREADED ANCHOR RODS MUST BE 7/8" DIA. ASTM A449 OR A193 GRADE B7 WITH HEAVY HEX NUT, AND ONE HARDENED WASHER EACH. EMBED ANCHOR RODS 6" WITH HILTI HIT RE 500 EPOXY ADHESIVE. OTHER TYPE III CLASS C EPOXY ADHESIVES MEETING THE REQUIREMENTS OF DMS-6100, "EPOXIES AND ADHESIVES", MAY BE USED IF IT CAN BE DEMONSTRATED THAT THEY MEET OR EXCEED THE STRENGTH OF HILTI HIT RE 500 WITH THE SAME EMBEDMENT DEPTH AND THREADED ROD DIA. FOLLOW THE MANUFACTURER'S REQUIREMENTS FOR INSTALLING EPOXIED THREADED RODS. EXTEND RODS 1/4" MIN. BEYOND NUT.

NOTE: CULVERTS OF 25 FT. OR LESS, SEE GF(31)LS STANDARD FOR "LONG SPAN" OPTION.

GENERAL NOTES

- THE TYPE OF POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF MBGF SHALL BE SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. STEEL POSTS TO BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING."
- RAIL ELEMENTS SHALL MEET THE REQUIREMENTS OF ITEM 540, "METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED IN THE PLANS. THE CONTRACTOR MAY FURNISH RAIL ELEMENTS OF 25'-0", OR 12'-6" (NOM.) LENGTHS. RAIL ELEMENTS MAY HAVE SLOTTED HOLES AT 3'-1 1/2" C-C OR 6'-3" C-C. A SPECIAL LENGTH OF RAIL MAY BE MANUFACTURED TO ACCOMMODATE THE DOWNSTREAM ANCHOR TERMINAL (DAT) AND THE TRANSITION SECTIONS OF GUARDRAIL.
- BUTTON HEAD "POST BOLTS & NUTS" SHALL MEET THE REQUIREMENTS OF (ASTM A307), AND SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT AND 5/8" WASHER (FWC160) AND NOT MORE THAN 1" BEYOND IT. TRIM REMAINING BOLT LENGTH TO MEET REQUIRED LENGTH.
- FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING." FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
- CROWN SHALL BE WIDENED TO ACCOMMODATE THE METAL BEAM GUARD FENCE.
- THE LATERAL APPROACH TO THE GUARD FENCE, SHALL HAVE A MAXIMUM SLOPE OF 1V:10H.
- IF SHOWN ELSEWHERE IN THE PLANS OR AS DIRECTED BY THE ENGINEER, THE GUARD FENCE MAY BE FLARED AT A RATE OF 25:1 OR FLATTER.
- UNLESS OTHERWISE SHOWN IN THE PLANS, GUARD FENCE PLACED IN THE VICINITY OF CURBS SHALL BE POSITIONED SO THAT THE FACE OF CURB IS LOCATED DIRECTLY BELOW OR BEHIND THE FACE OF THE RAIL. RAIL PLACED OVER CURBS SHALL BE INSTALLED SO THAT THE POST BOLT IS LOCATED APPROXIMATELY 25 INCHES ABOVE THE GUTTER PAN OR EDGE OF SHOULDER.
- APPLICATIONS IN SOLID ROCK ARE ONLY ALLOWED WITH STEEL POSTS. IF SOLID ROCK IS ENCOUNTERED WITHIN 0 TO 18" OF THE FINISHED GRADE, DRILL A 24" DIA. HOLE, 24" INTO THE ROCK. IF SOLID ROCK IS ENCOUNTERED BELOW 18", DRILL A 12" DIA. HOLE, 12" INTO THE ROCK OR TO THE STANDARD EMBEDMENT DEPTH, WHICHEVER MAYBE LESS. ANY EXCESS POST LENGTH, AFTER MEETING THESE DEPTHS, MAY BE FIELD CUT TO ENSURE PROPER GUARDRAIL MOUNTING HEIGHT. BACKFILL WITH COARSE AGGREGATE MATERIAL.
- POSTS SHALL NOT BE SET IN CONCRETE, OF ANY DEPTH.
- SPECIAL FABRICATION WILL BE REQUIRED AT INSTALLATION LOCATIONS HAVING A CURVATURE OF LESS THAN 150 FT. RADIUS.
- UNLESS OTHERWISE SHOWN IN THE PLANS, A COMPOSITE MATERIAL BLOCK THAT MEETS THE REQUIREMENTS OF DMS-7210, "COMPOSITE MATERIAL POSTS AND BLOCKS FOR METAL BEAM GUARD FENCE" MAY BE SUBSTITUTED FOR BLOCKS OF SIMILAR DIMENSIONS. THE CONSTRUCTION DIVISION, TxDOT MAINTAINS A MATERIAL PRODUCER LIST (MPL) FOR PRODUCERS OF MATERIALS CONFORMING TO DMS-7210 ONLY PRODUCERS ON THE MPL MAY FURNISH COMPOSITE MATERIAL BLOCKS.
- FOR THE LOW FILL CULVERT OPTION, POSTS LOCATED PARTIALLY OR WHOLLY BETWEEN PRECAST BOX CULVERT UNITS, THE USE OF A CAST-IN-PLACE CONCRETE CLOSURE BETWEEN BOXES IS REQUIRED. THE LENGTH OF THE CAST-IN-PLACE CONCRETE CLOSURE SHALL ACCOMMODATE THE PLACEMENT OF THE LOW FILL CULVERT OPTION. SEE CONCRETE CLOSURE DETAILS ON BRIDGE STANDARD SCP-MD.
- GUARDRAIL HEIGHT MEASUREMENT: WHEN THE GUARDRAIL IS LOCATED ABOVE PAVEMENT, MEASURE THE HEIGHT FROM THE PAVEMENT TO THE TOP OF THE W-BEAM RAIL. WHEN THE GUARDRAIL IS LOCATED UP TO 2 FT. OFF OF THE EDGE OF PAVEMENT OR FOR A PAVEMENT OVERLAY, USE A 10-FOOT STRAIGHTEDGE TO EXTEND THE PAVEMENT/SLOPE TO THE BACK OF RAIL, MEASURE FROM THE BOTTOM OF STRAIGHTEDGE TO THE TOP OF RAIL. FOR GUARDRAIL LOCATED DOWN A 10:1 SLOPE, MEASURE FROM THE NOMINAL TERRAIN.

NOTE: TRANSITIONS TO BRIDGE RAILS OR TRAFFIC BARRIERS. SEE GF(31)TL3 TR STANDARD FOR HIGH-SPEED TL-3 TRANSITIONS. SEE GF(31)TL2 TR STANDARD FOR LOW-SPEED TL-2 TRANSITIONS.



METAL BEAM GUARD FENCE TL-3 MASH COMPLIANT

GF(31)-19

FILE: gf3119.dgn	DN: TxDOT	CK: KM	DW: VP	CK: CGL/AG
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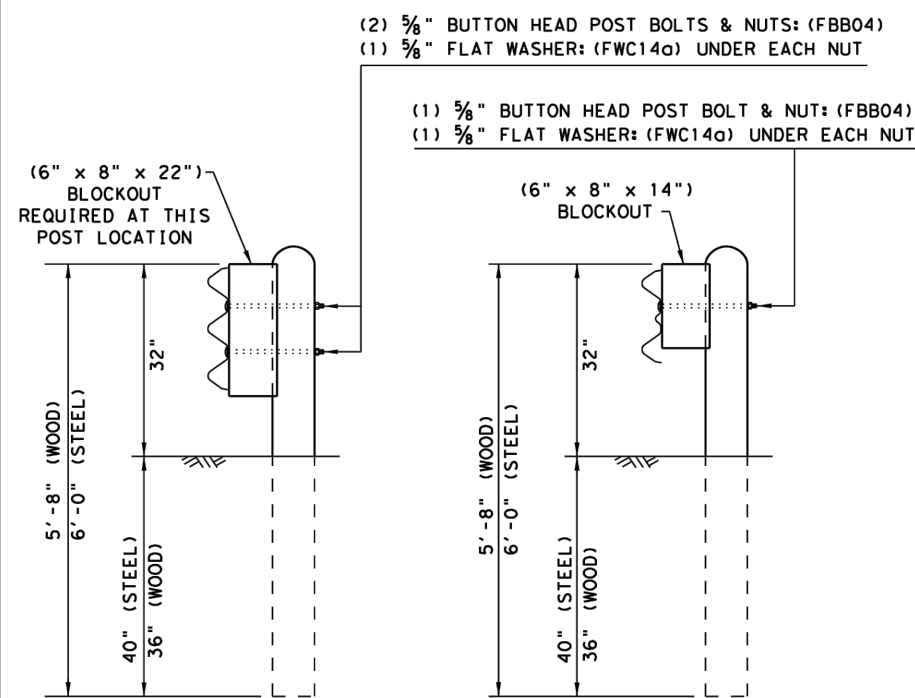
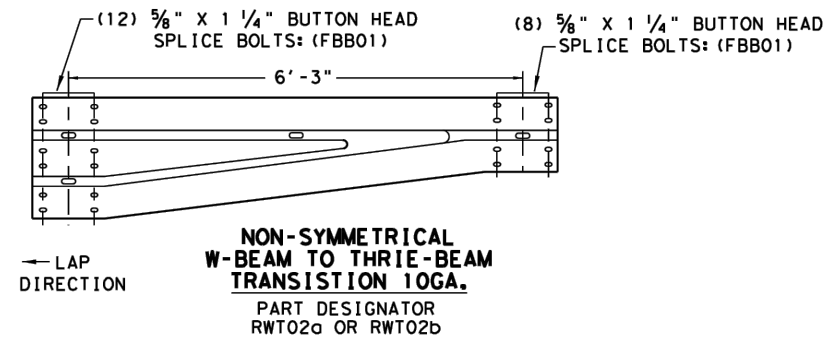
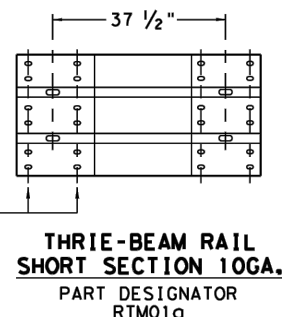
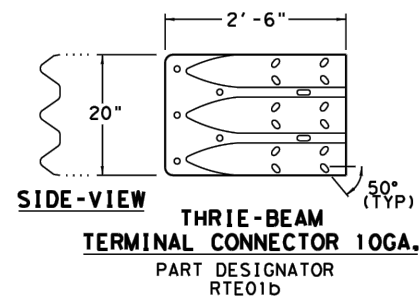
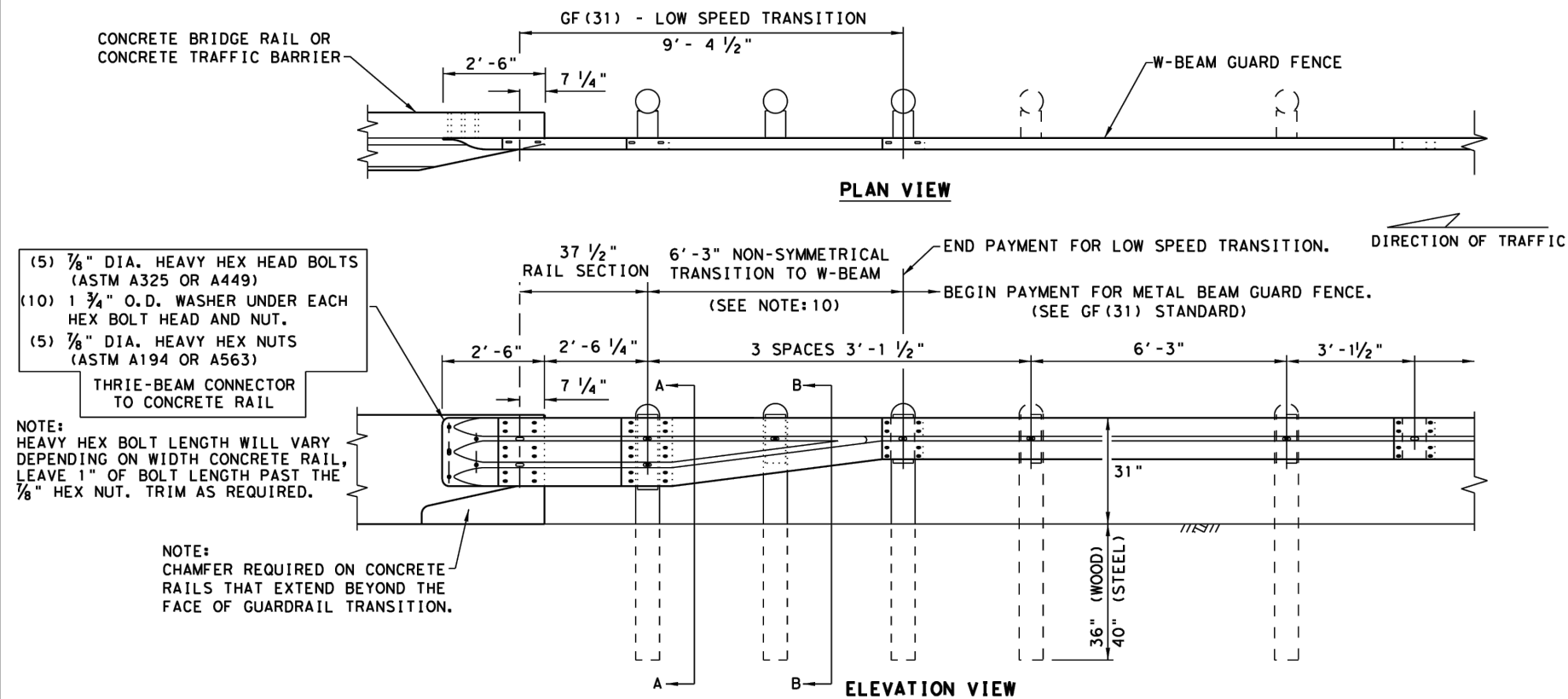
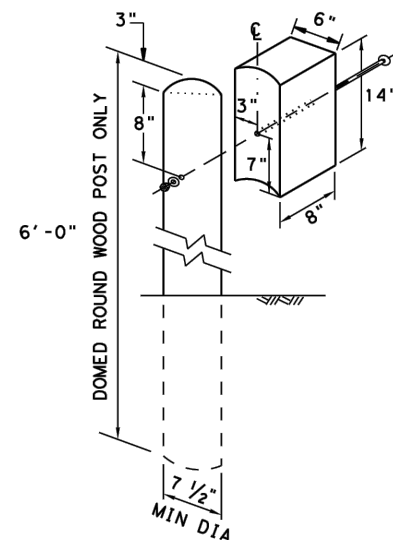


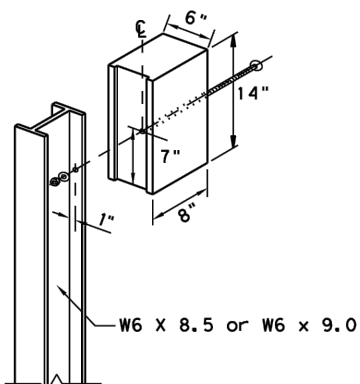
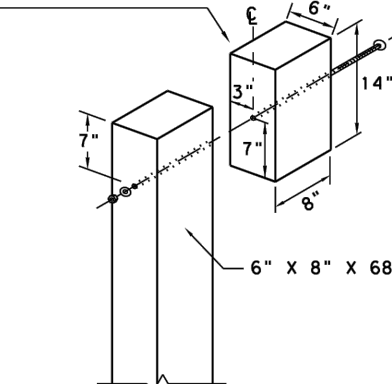
PLATE WASHER INSTRUCTIONS

BRIDGE APPROACH - UPSTREAM: THE SHORT RAIL LAPS OVER THE TERMINAL CONNECTOR. PLATE WASHERS ARE INSTALLED UNDER THE SPLICE NUTS AGAINST INSIDE OF CONNECTOR.

BRIDGE EXIT - DOWNSTREAM: THE TERMINAL CONNECTOR LAPS OVER THE NESTED RAIL. PLATE WASHERS ARE INSTALLED UNDER THE BOLT HEAD AGAINST OUTSIDE OF CONNECTOR.



NOTE: TOENAIL WITH ONE 16D GALV. NAIL TO PREVENT BLOCK ROTATION.



NOTE: * "WOOD" INDICATES DIMENSIONS FOR BOTH ROUND AND RECTANGULAR WOOD POST SYSTEMS.

GENERAL NOTES

1. THE TYPE OF POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF TRANSITIONS SHALL BE AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. REFER TO GF (31) STANDARD SHEET.
2. RAIL ELEMENT SHALL MEET THE REQUIREMENTS OF ITEM 540, "METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED IN THE PLANS.
3. FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING." FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM REQUIRING CONSTRUCTION OF THE TRANSITION.
4. BUTTON HEAD "POST BOLTS & NUTS" SHALL MEET THE REQUIREMENTS OF (ASTM A307), AND SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT AND 5/8" WASHER (FWC16a) AND NOT MORE THAN 1" BEYOND IT. TRIM BOLT LENGTH TO MEET REQUIRED LENGTH.
5. POSTS SHALL NOT BE SET IN CONCRETE, OF ANY DEPTH.
6. CROWN SHALL BE WIDENED TO ACCOMMODATE TRANSITIONS.
7. WHERE SOLID ROCK IS ENCOUNTERED, CONTACT THE DESIGN DIVISION FOR ADDITIONAL GUIDANCE. (512) 416-2678
8. UNLESS OTHERWISE SHOWN IN THE PLANS, A COMPOSITE MATERIAL BLOCK THAT MEETS THE REQUIREMENTS OF DMS-7210, "COMPOSITE MATERIAL POSTS AND BLOCKS FOR METAL BEAM GUARD FENCE" MAY BE SUBSTITUTED FOR BLOCKS OF SIMILAR DIMENSIONS. THE CONSTRUCTION DIVISION, TxDOT, MAINTAINS A MATERIAL PRODUCER LIST (MPL) FOR PRODUCERS OF MATERIALS CONFORMING TO DMS-7210. ONLY PRODUCERS ON THE MPL CAN FURNISH COMPOSITE MATERIAL BLOCKS.
9. REFER TO GF (31) STANDARD SHEET & BRIDGE RAILING DETAILS FOR ADDITIONAL DETAILS.
10. FOR ROUND WOOD POSTS SYSTEMS, ALL ROUND WOOD POSTS SHALL BE 7 1/2" DIA. MINIMUM THROUGHOUT THE TRANSITION.

LOW-SPEED TRANSITION



METAL BEAM GUARD FENCE THRIE-BEAM TRANSITION TL-2 MASH COMPLIANT

GF (31) TR TL2-19

FILE: gf31tr+1219.dgn	DN: TxDOT	CK: KM	DW: VP	CK: CGL/AG
© TxDOT: NOVEMBER 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY	SHEET NO.	

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

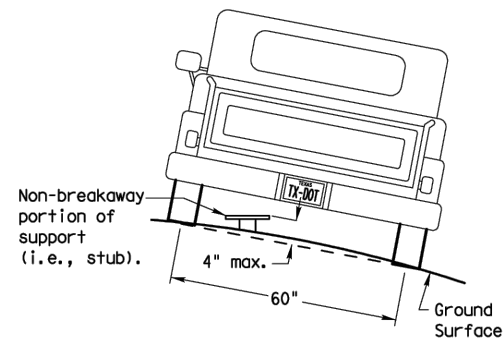
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

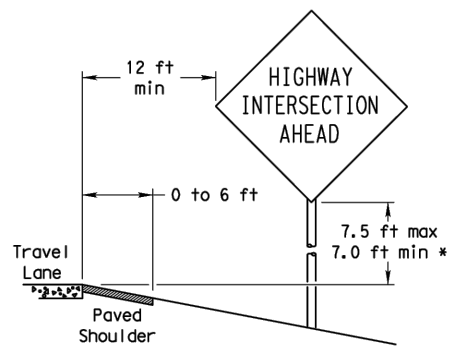
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

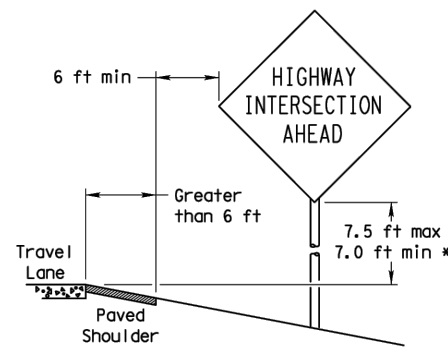
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

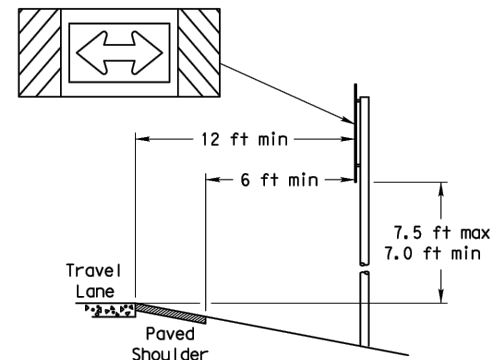
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



GREATER THAN 6 FT. WIDE

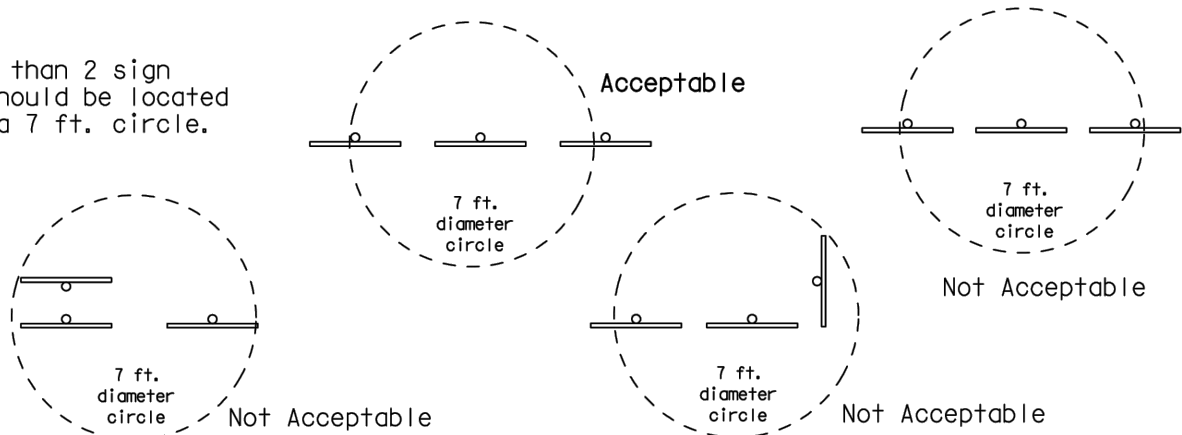
When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

T-INTERSECTION

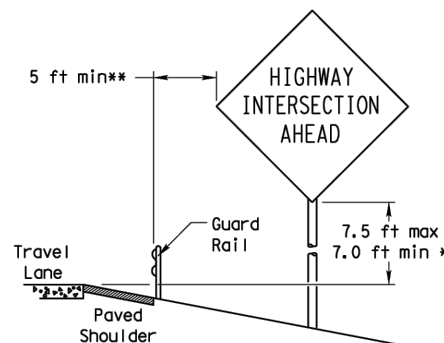


When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.

No more than 2 sign posts should be located within a 7 ft. circle.

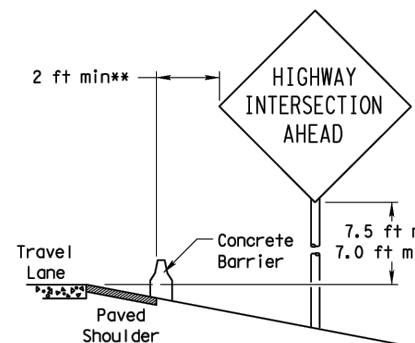


BEHIND BARRIER

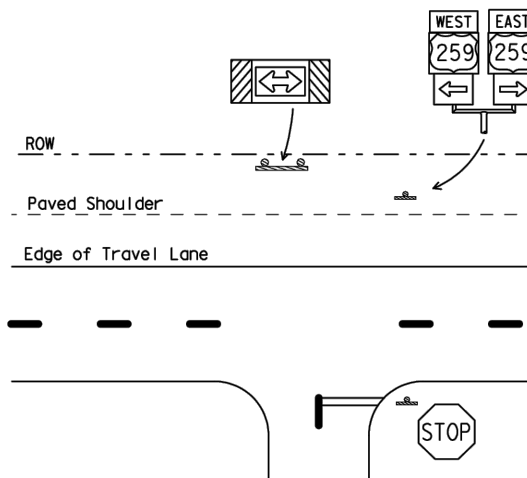


BEHIND GUARDRAIL

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.



BEHIND CONCRETE BARRIER



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

- (1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or
- (2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

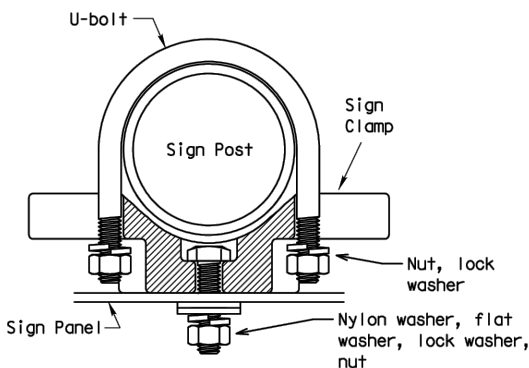
The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
<http://www.txdot.gov/publications/traffic.htm>

TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

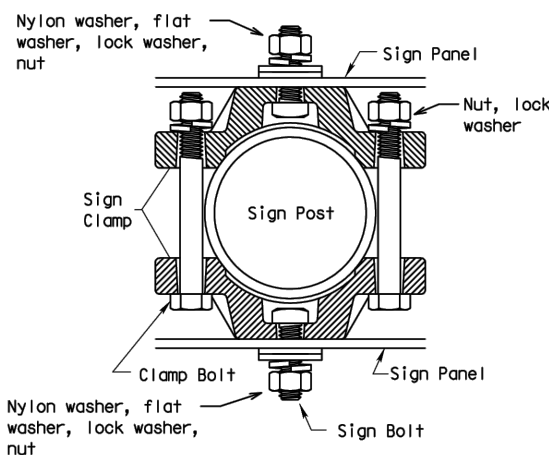


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

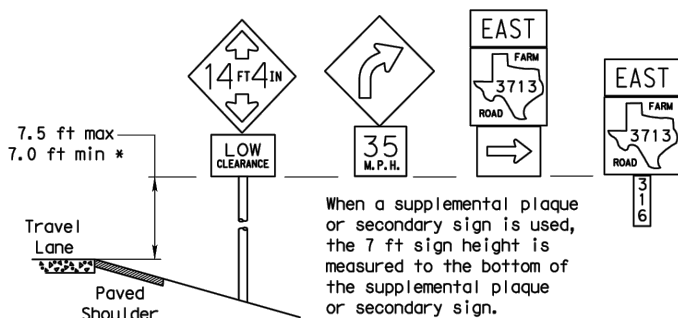
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



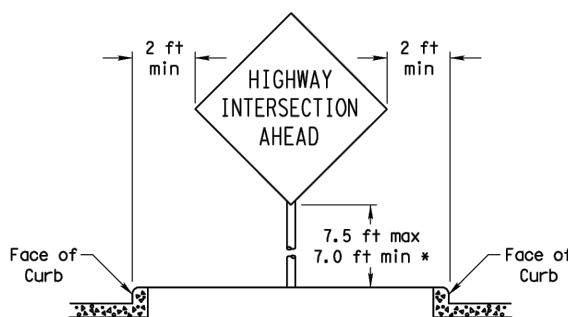
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES

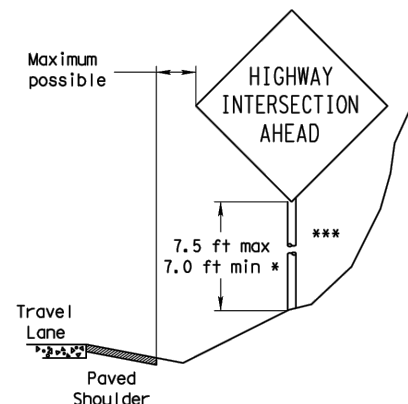


When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY (When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.



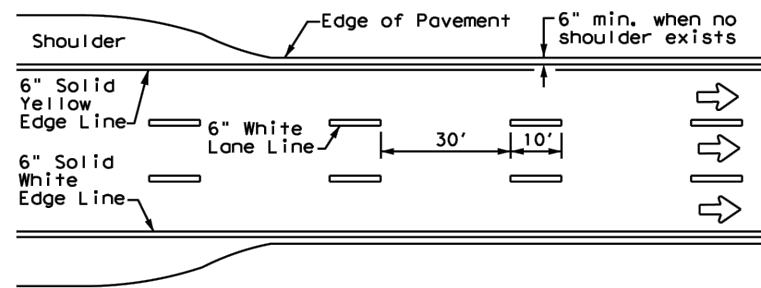
SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD (GEN) -08

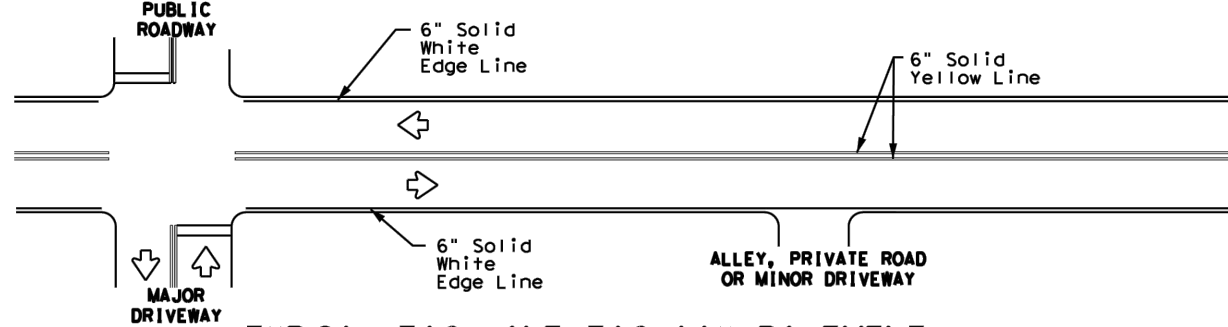
© TxDOT July 2002		TXDOT	CK	TXDOT	TXDOT	CK	TXDOT
9-08	REVISIONS	CHK	SECT	JUL			HIGHWAY
		DIST		COUNTY			SHEET NO.

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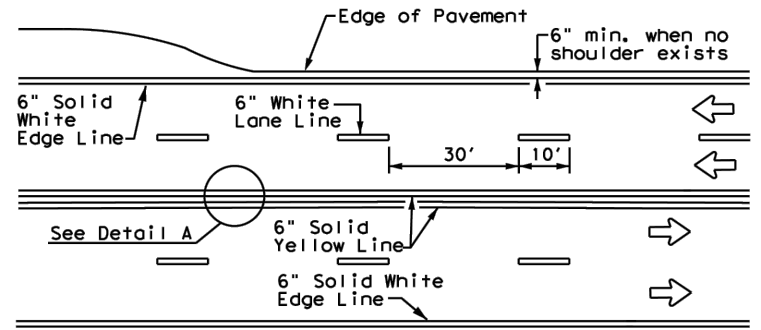
DATE: FILE:



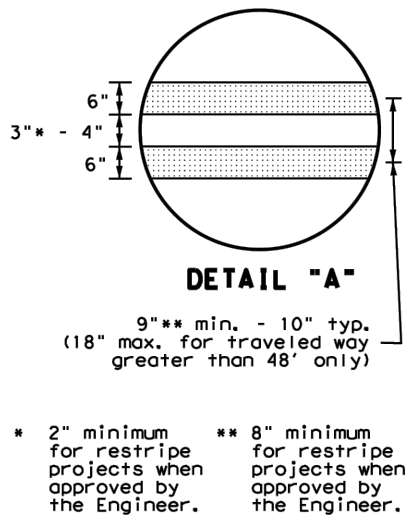
EDGE LINE AND LANE LINES
ONE-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



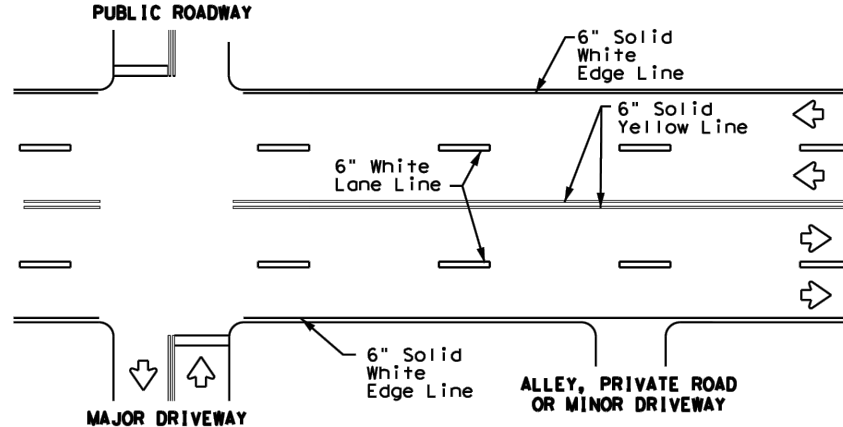
TYPICAL TWO-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS



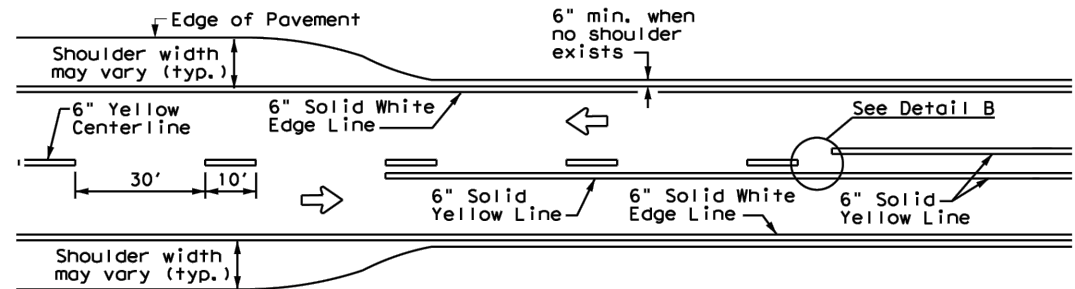
CENTERLINE AND LANE LINES
FOUR LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



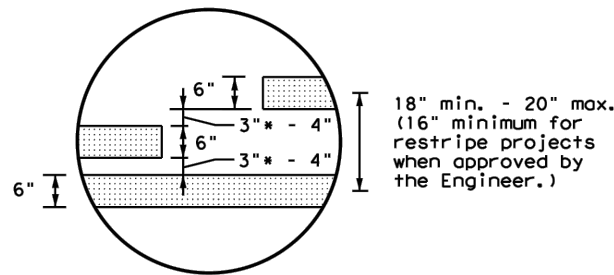
* 2" minimum for restripe projects when approved by the Engineer.
** 8" minimum for restripe projects when approved by the Engineer.



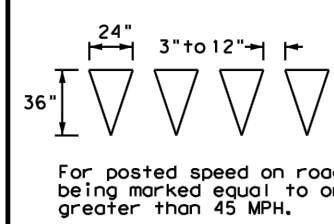
TYPICAL MULTI-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS



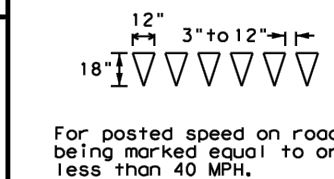
TWO LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



* 2" minimum for restripe projects when approved by the Engineer.



YIELD LINES



NOTES

- Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
- Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

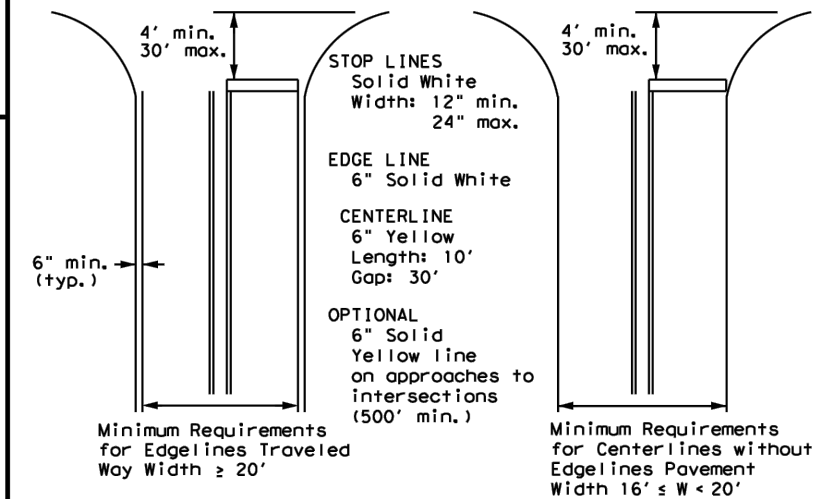
GENERAL NOTES

- Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Roadways



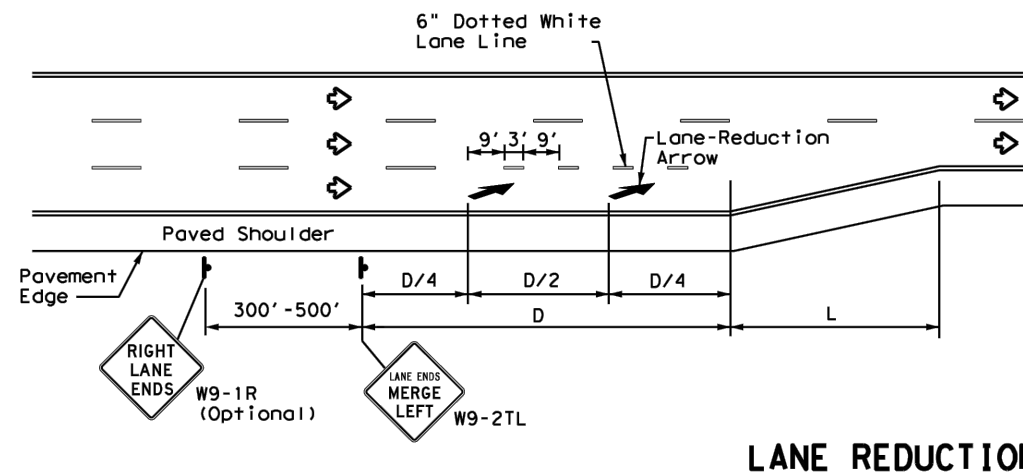
TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-22

FILE: pm1-22.dgn	DN:	CK:	DW:	CK:
© TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS				
11-78 8-00 6-20				
8-95 3-03 12-22				
5-00 2-12				
	DIST	COUNTY		SHEET NO.
				22A

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DATE:
FILE:



LANE REDUCTION

NOTES

1. Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
2. On divided highways, an additional RIGHT LANE ENDS (W9-1R) sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
3. Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
4. For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.

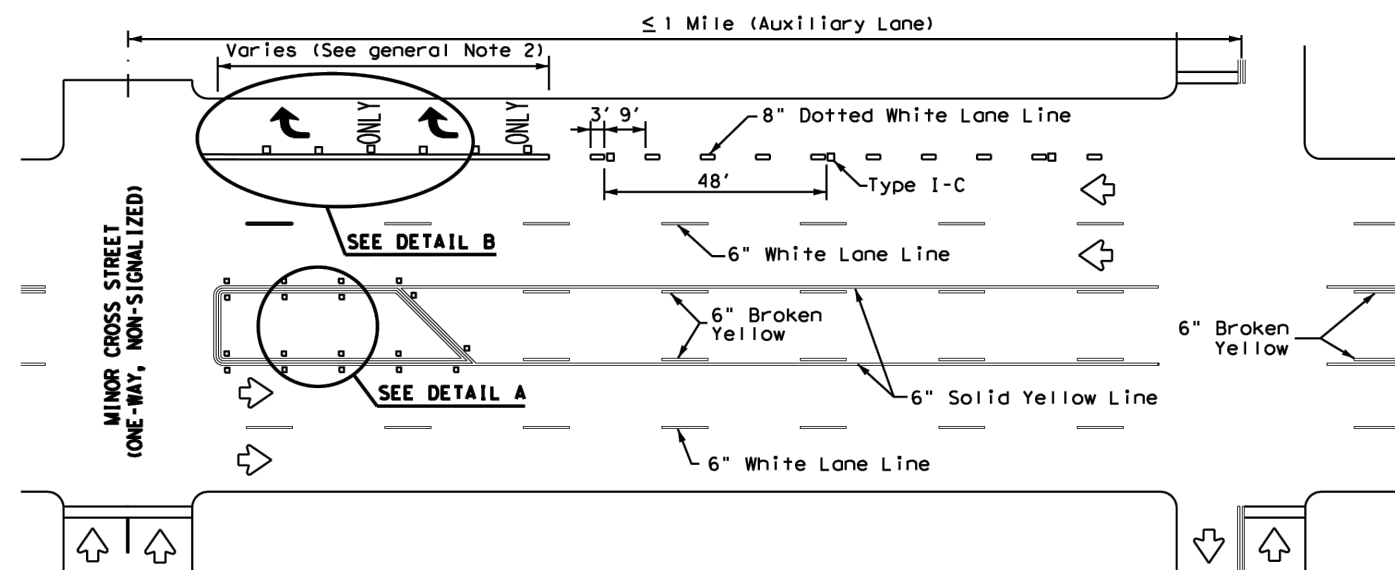
ADVANCED WARNING SIGN DISTANCE (D)		
Posted Speed	D (ft)	L (ft)
30 MPH	460	$L = \frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	L=WS
45 MPH	775	
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

GENERAL NOTES

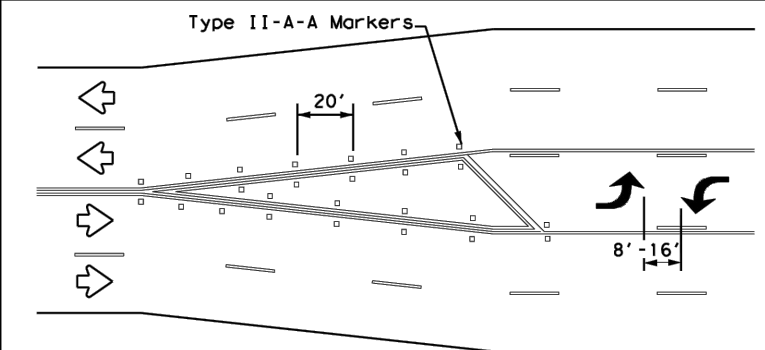
1. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
2. When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
3. Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
4. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer. See Chapter 3 of the Roadway Design Manual for additional information on turning lanes or storage lengths.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

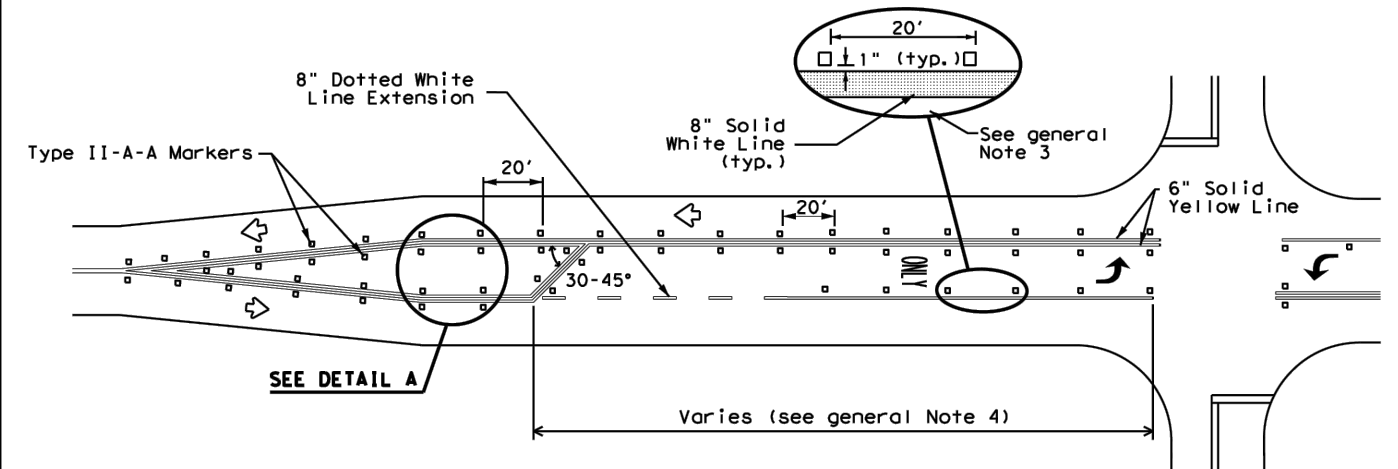


TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE

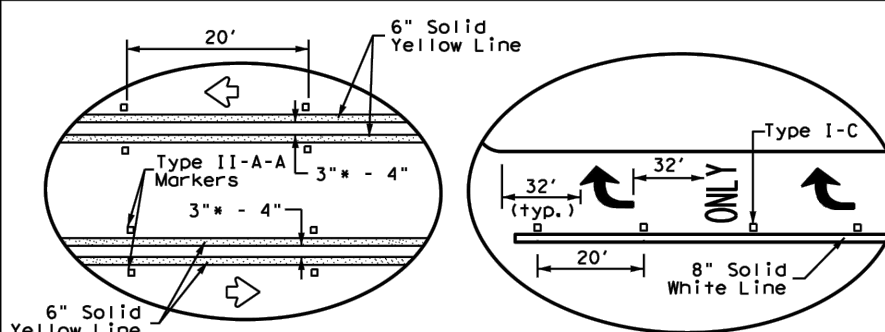


A two-way left-turn (TWLTL) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY



TYPICAL TWO-LANE ROADWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A

DETAIL B

* 2" minimum allowed for restripe projects when approved by the Engineer.



Texas Department of Transportation

Traffic Safety Division Standard

TWO-WAY LEFT TURN LANES,
RURAL LEFT TURN BAYS,
AND LANE REDUCTION
PAVEMENT MARKINGS
PM(3) - 22

FILE: pm3-22.dgn

DN: December 2022

REVISIONS

4-98 3-03 6-20

5-00 2-10 12-22

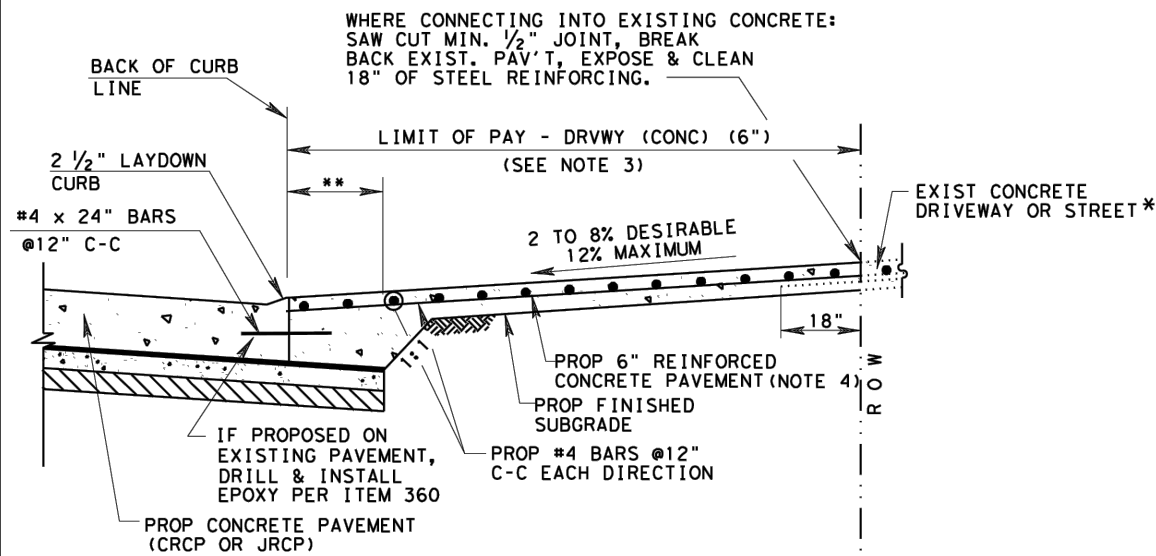
8-00 2-12

CK: JOB

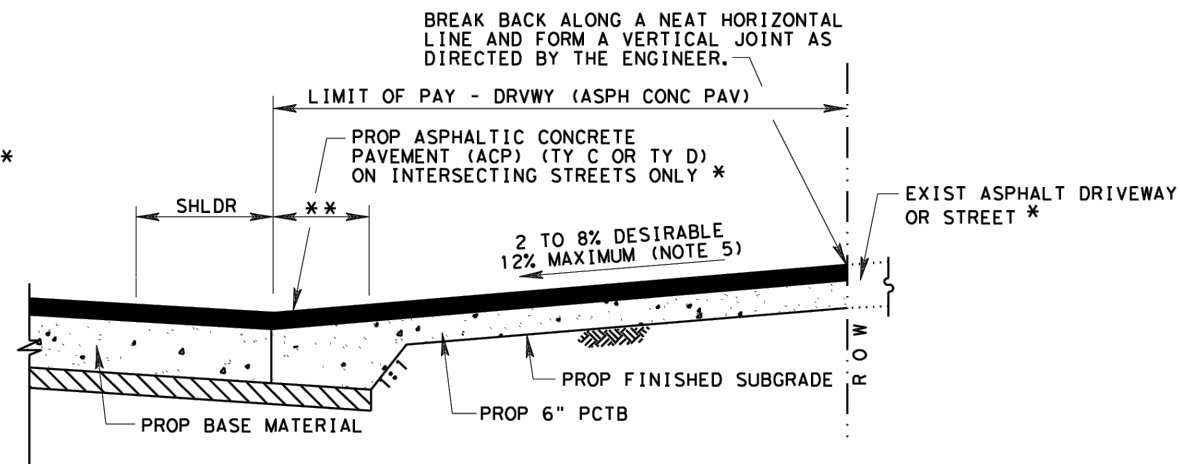
DW: HIGHWAY

CK: SHEET NO.

Page 225 of 291



**PROPOSED DRIVEWAY DETAIL
REINFORCED CONCRETE AT CONCRETE
CURB AND GUTTER ROADWAY**



**PROPOSED DRIVEWAY DETAIL
ASPHALT W/ PCTB AT ASPHALT ROADWAY**

NOTES:

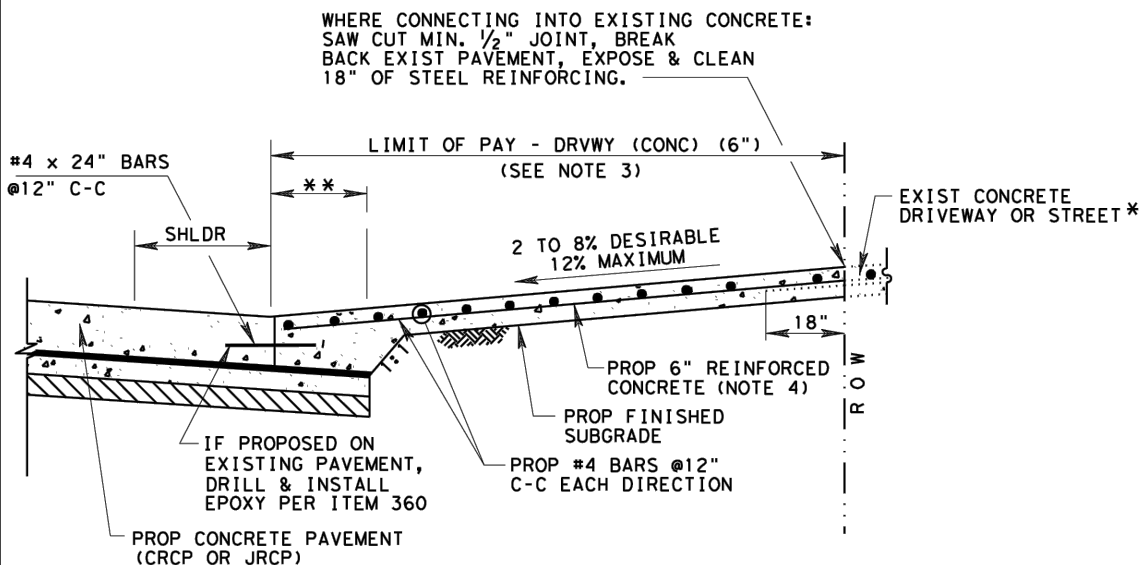
1. ALSO SEE SHEET 2 OF 2 FOR DRIVEWAY SLOPES WITH PROPOSED SIDEWALKS.
2. FOR INTERSECTIONS BUILT WITH CRCP PAVEMENT SEE CRCP DETAIL.
3. FAST TRACK CONCRETE IS PAID AS DRVWY (CONC) (FAST TRACK).
4. THICKNESS OF DRIVEWAY IS 6 INCHES FOR REGULAR AND FAST TRACK CONCRETE.
5. MAXIMUM SLOPE IS: 12% RESIDENTIAL 8% OTHERS

LEGEND:

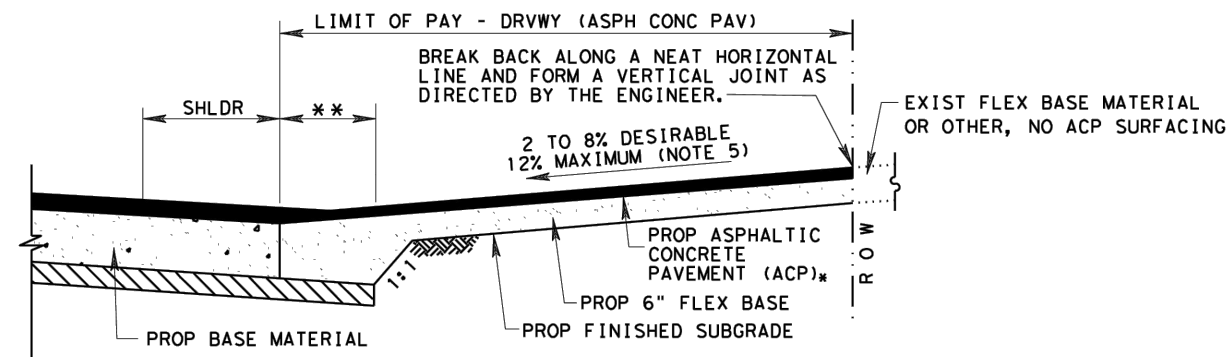
- PCTB- PORTLAND CEMENT TREATED BASE
JRCP- JOINTED REINFORCED CONCRETE PAVEMENT
CRCP- CONTINUOUSLY REINFORCED CONCRETE PAVEMENT
ACP- ASPHALTIC CONCRETE PAVEMENT

* FOR STREET INTERSECTIONS REFER TO PAVING DETAILS AND INTERSECTION DETAILS FOR REINFORCING STEEL AND SECTION REQUIREMENTS.

** PROPOSED LIMIT OF ROADWAY BASE AND/OR SUBGRADE



**PROPOSED DRIVEWAY DETAIL
REINFORCED CONCRETE AT CONCRETE ROADWAY**



**PROPOSED DRIVEWAY DETAIL
ASPHALT W/ FLEX BASE AT ASPHALT ROADWAY**

SHEET 1 OF 3



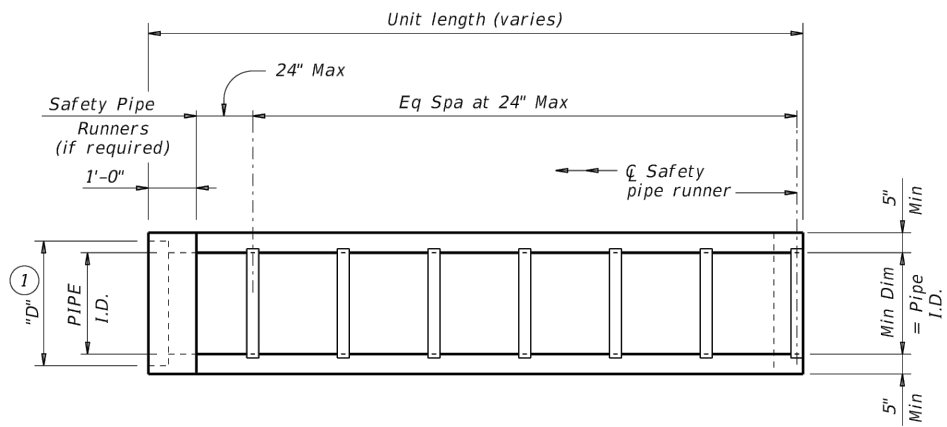
DRIVEWAY DETAILS

DD

FILE: STDB-8a.dgn	DN:	CK:	DW:	CK:
© TxDOT SEPT. 2004	DIST	FED REG	PROJECT NO.	SHEET
REVISIONS	HOU	6		38
1/15 ADDED NOTE FOR PCTB	COUNTY	CONTROL	SECT	JOB
3/17 MODIFIED PAVEMENT SLOPES				HIGHWAY

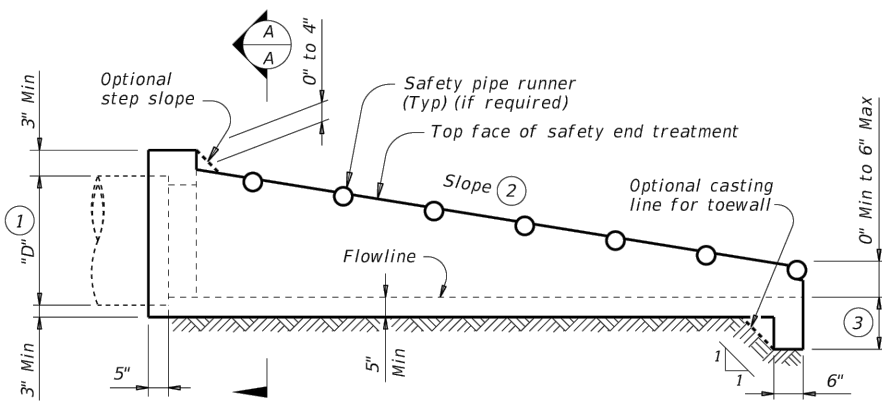
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DATE: FILE:



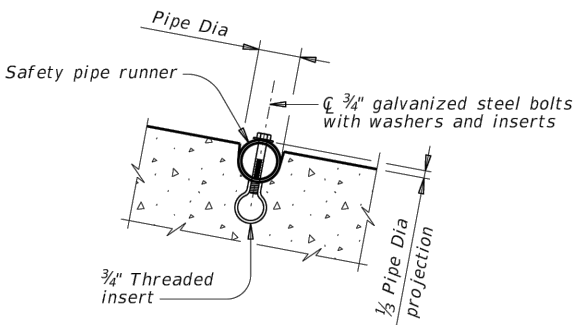
PLAN

(Showing bell end connection.)



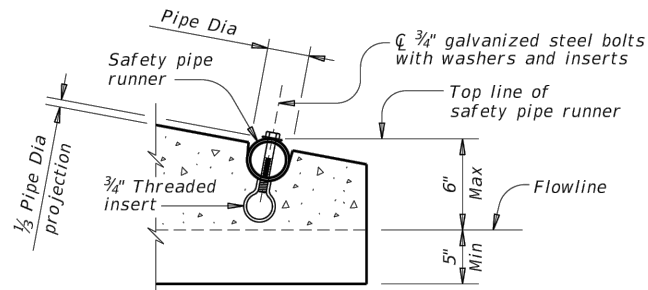
LONGITUDINAL ELEVATION

(Showing bell end connection.)

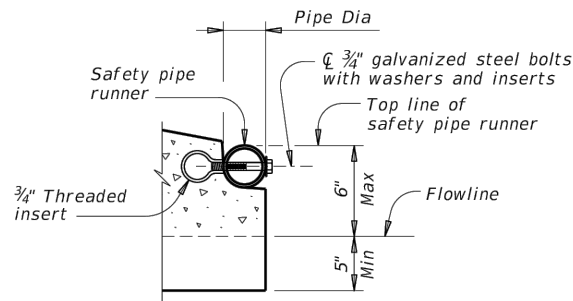


INSTALLATION DETAIL FOR SAFETY PIPE RUNNERS

(If required)



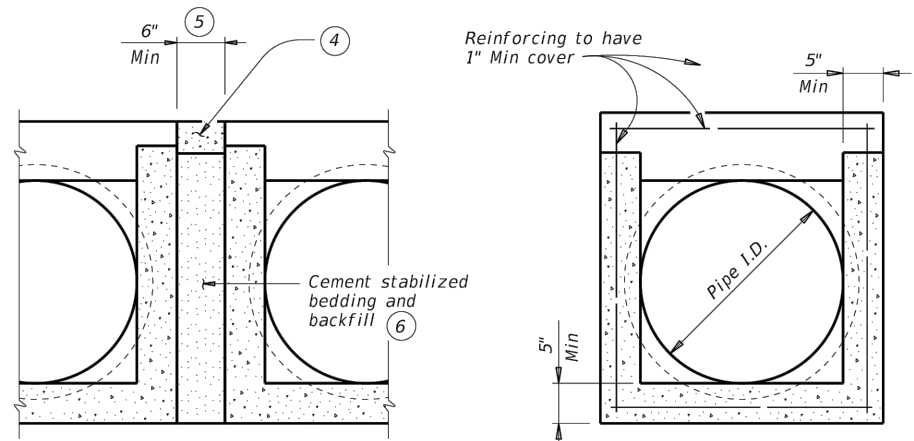
OPTION A



OPTION B

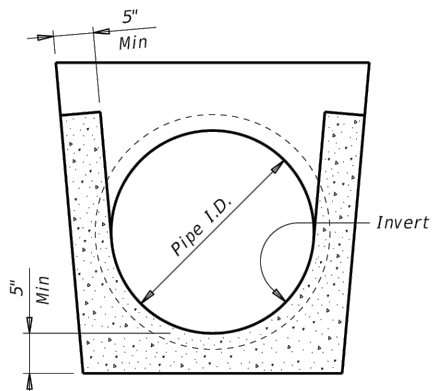
END DETAILS FOR INSTALLATION OF SAFETY PIPE RUNNERS

(If required)

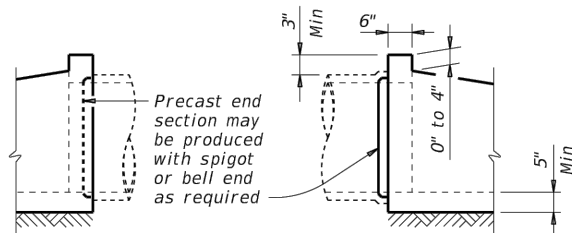


OPTION WITH SQUARE BOTTOM

SECTION A-A



OPTION WITH INVERT BOTTOM



OPTIONAL JOINT FOR RCP

(Showing joint between RCP and precast safety end treatment.)

REQUIREMENTS FOR CULVERT PIPES AND SAFETY PIPE RUNNERS

Pipe I.D.	RCP Wall "B" Thickness	TP Wall Thickness ⑦	"D" ①	Slope	Min Length	Pipe Runners Required		Required Pipe Runner Size		
						Single Pipe	Multiple Pipe	Nominal Dia.	O.D.	I.D.
12"	2"	1.15"	17.00"	6:1	4' - 9"	No	Yes, for > 2 pipes	3" STD	3.500"	3.068"
15"	2 1/4"	1.30"	20.50"	6:1	6' - 5"	No	Yes, for > 2 pipes	3" STD	3.500"	3.068"
18"	2 1/2"	1.60"	24.00"	6:1	8' - 0"	No	Yes, for > 2 pipes	3" STD	3.500"	3.068"
24"	3"	1.95"	31.00"	6:1	11' - 3"	No	Yes, for > 2 pipes	3" STD	3.500"	3.068"
30"	3 1/2"	2.65"	38.50"	6:1	14' - 8"	No	Yes	4" STD	4.500"	4.026"
36"	4"	2.75"	45.50"	6:1	17' - 11"	Yes	Yes	4" STD	4.500"	4.026"
42"	4 1/2"	2.7"	52.50"	6:1	21' - 2"	Yes	Yes	4" STD	4.500"	4.026"

- ① Dimension "D" is based on reinforced concrete pipe (RCP) meeting the requirements of ASTM C-76, Class III, (RCP Wall "B" thickness). Adjust "D" for any other wall thickness used. For thermoplastic pipe (TP) take into account the annular space requirements for grouted connections.
- ② Slope as shown elsewhere in the plans. Slope of 6:1 or flatter is required for vehicle safety.
- ③ Toewall to be used only when dimension is shown elsewhere in the plans.
- ④ Fill the top 4" of void between precast end treatments with concrete riprap. Concrete riprap is considered subsidiary to the Item 467, "Safety End Treatment."
- ⑤ Adjust clear distance between pipes to provide for the minimum distance between safety end treatments.
- ⑥ Provide cement stabilized bedding and backfill in accordance with the Item 400, "Excavation and Backfill for Structures." Bedding and backfill is considered subsidiary to the Item 467, "Safety End Treatment." When concrete riprap is specified around the safety end treatment, backfill as directed by Engineer.
- ⑦ Thermoplastic pipe wall thickness may vary. Adjust accordingly. Thermoplastic pipe requires the safety end treatments to have a bell end for grouted connections.

GENERAL NOTES:

Precast safety end treatment for reinforced concrete pipe (RCP), and thermoplastic pipe (TP) may be used for TYPE II end treatment as specified in Item "Safety End Treatment."

When precast safety end treatment is used as a Contractor's alternate to mitered RCP, riprap will not be required unless noted otherwise on the plans.

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Manufacture this product in accordance with Item 467, "Safety End Treatment" except as noted below :

- A. Provide minimum reinforcing of #4 at 6" (Grade 40) or #4 at 9" (Grade 60) each way or 6"x6" - D12 x D12 or 5"x5" - D10 x D10 welded wire reinforcement (WWR).

- B. For precast (steel formed) sections, provide Class "C" concrete (f'c = 3,600 psi).

At the option and expense of the Contractor the next larger size of safety end treatment may be furnished; as long as the "D" dimension cast is that of the required size of pipe.

Pipe runners are designed for a traversing load of 10,000 Lbs at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Provide pipe runners meeting the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52.

Galvanize all steel components except reinforcing steel after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

Connect RCP using the Optional Joint for RCP detail shown or in accordance with Item 464, "Reinforced Concrete Pipe." Connect TP by grouting. See Pipe and Box Grouted Connections (PBG) standard for grouted connections with TP and precast safety end treatment.



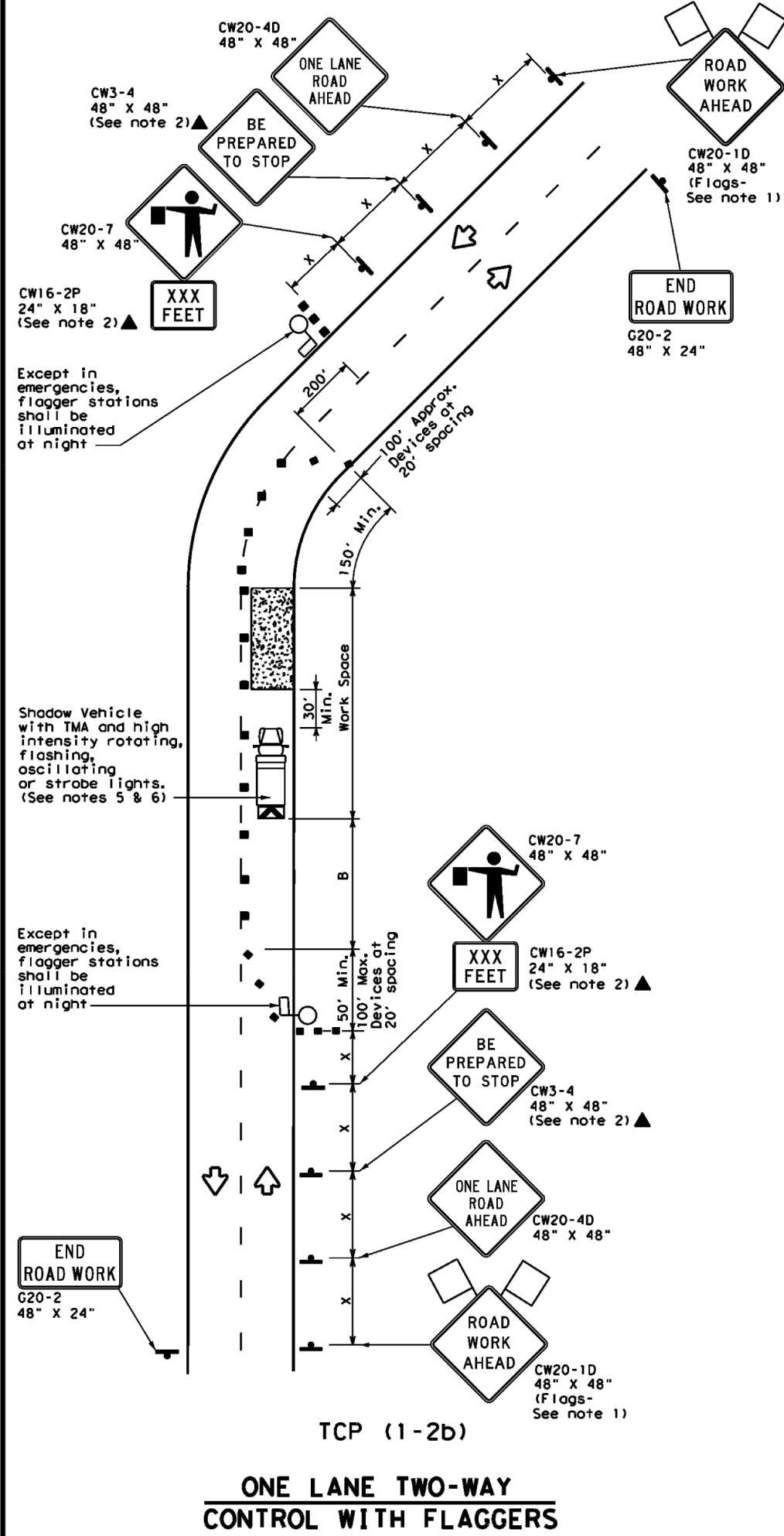
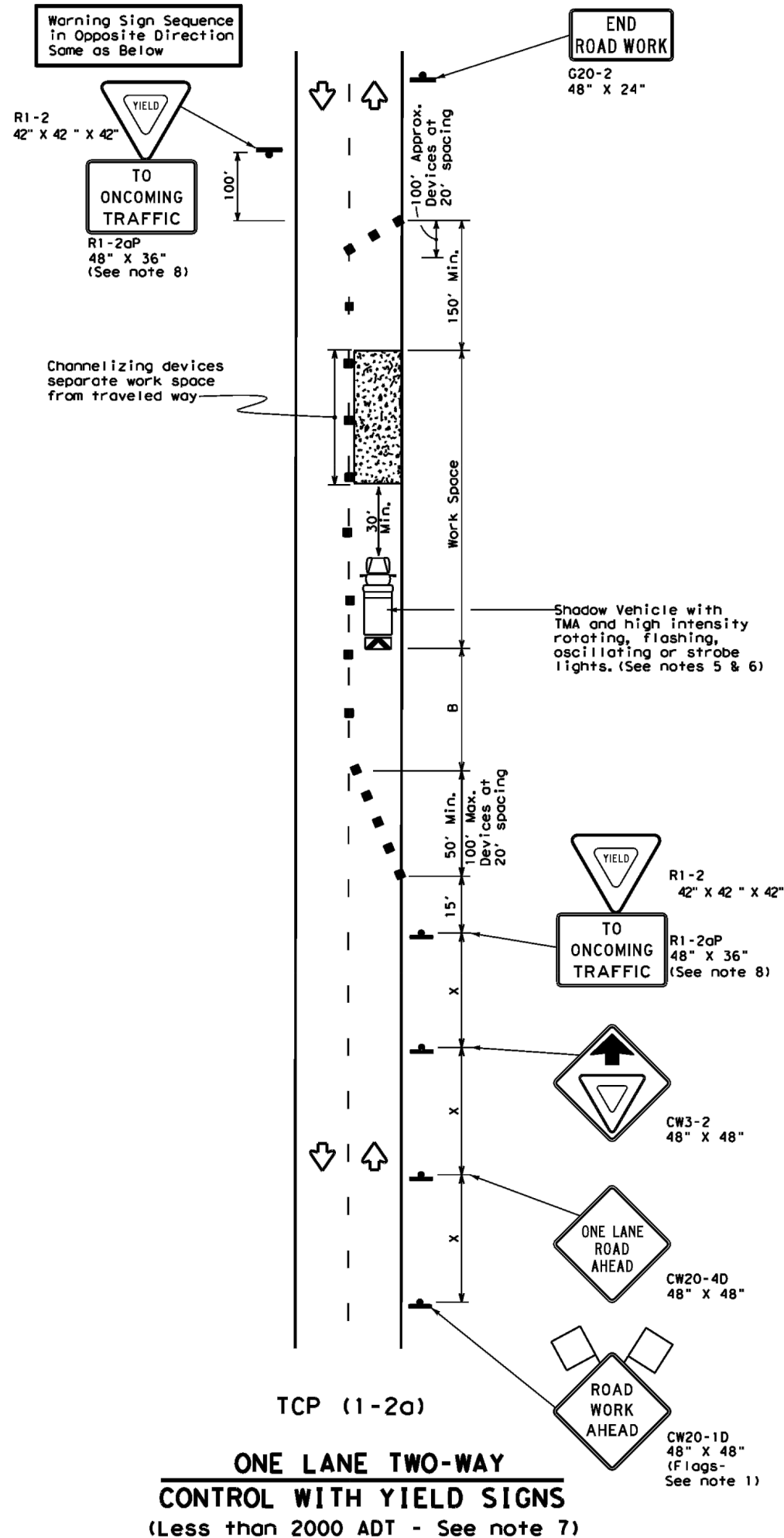
PRECAST SAFETY END TREATMENT TYPE II ~ PARALLEL DRAINAGE

PSET-SP

FILE: CD-PSET-SP-21.dgn	DN: RLW	CK: KLR	DW: JTR	CK: GAF
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS 12-21: Added 42" TP	DIST	COUNTY	SHEET NO.	

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

DATE: FILE:



LEGEND

Symbol	Description	Symbol	Description
	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

Stopping Sight Distance Table

Posted Speed (MPH)	Formula	Minimum Desirable Taper Lengths (ft)	Suggested Maximum Spacing of Channelizing Devices (ft)	Minimum Sign Spacing (ft)	Suggested Longitudinal Buffer Space (ft)	Stopping Sight Distance (ft)	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'
35		205'	225'	245'	35'	70'	160'
40		265'	295'	320'	40'	80'	240'
45	L = WS	450'	495'	540'	45'	90'	320'
50		500'	550'	600'	50'	100'	400'
55		550'	605'	660'	55'	110'	500'
60		600'	660'	720'	60'	120'	600'
65		650'	715'	780'	65'	130'	700'
70		700'	770'	840'	70'	140'	800'
75		750'	825'	900'	75'	150'	900'

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

TYPICAL USAGE

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "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.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot 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.
- 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).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

TRAFFIC CONTROL PLAN

ONE-LANE TWO-WAY

TRAFFIC CONTROL

TCP (1-2) - 18

FILE#	tcpl-2-18.dgn	DN#	CK#	DW#	CK#
© TxDOT	December 1985	CONT	SECT	JOB	HIGHWAY
4-90	4-98	REVISIONS			
2-94	2-12				
1-97	2-18				

Page 228 of 400

RESOLUTION NO. 678-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING A CONTRACT WITH GROD CONSTRUCTION LLC FOR \$979,212.50 WITH A 10% CONTIGENCY FOR BOSS RANGE ROAD IMPROVEMENTS

WHEREAS, in 2023, the City Council of Justin, Texas, amended the Developers Agreement with The Preserve, requiring the Developer to cover the design costs of the Boss Range Road project, amounting to \$353,000, in lieu of physical improvements, due to pre-planned enhancements by Denton County; and

WHEREAS, Denton County has allocated approximately 4.5 million dollars in the latest bond package specifically earmarked for the Boss Range Road project, with the initial phase projected to cost substantially less than the original estimate of \$2-2.4 million, allowing for potential savings to be utilized for Phase II or redirected to other municipal projects such as the Talley Blvd breakout; and

WHEREAS, in accordance with state regulations, the Boss Range Road improvement project was put out for bidding, resulting in Grod Construction LLC being recommended by Westwood in a letter, offering a bid of \$979,212.50;

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

SECTION 1. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 2: That the City of Justin City Council hereby approves Resolution 678-24, authorizing the City Manager to execute the Agreement with Grod Construction, LLC, attached hereto as *Exhibit "A"* for Boss Range Road Improvements.

SECTION 3. This Resolution shall take effect immediately upon its passage

DULY PASSED by the City Council of the City of Justin, Texas, on the 23rd day of May 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 9. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action on Resolution 680-24 authorizing the City Manager to execute a Developers Agreement with AMS PROPERTY HOLDINGS 2.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends consideration.

Background:

City Attorney Review: Yes

Attachments:

1. Resolution 680-24
2. Proposed DA
3. Fieldhouse Developers Agreement Summary

RESOLUTION NO. 680-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DEVELOPMENT AGREEMENT WITH AMS PROPERTY HOLDINGS 2 LLC OF APPROXIMATELY 9.91 ACRES OF PROPERTY; AUTHORIZING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, AMS Property Holdings 2, LLC, the owner of approximately 9.91 acres of land located at 15080 and 15084 FM 156, Justin, Denton County, Texas, intends to continue operating the property for commercial purposes, as described in the attached Development Agreement;

WHEREAS, the Development Agreement outlines the responsibilities of the owner to construct necessary infrastructure for water, wastewater, drainage, roadway, and other public utilities at their own expense or with a separate agreement with specific landowners and the City;

WHEREAS, the Development Agreement will be designed to ensure regulatory certainty during its term and to provide that the City of Justin will be the sole retail provider of water and wastewater services to the property;

WHEREAS, the City Council recognizes the benefits that the proposed development will bring to the City of Justin, including increasing the City's tax base, expanding the customer base for the City's retail businesses, and increasing the City's population;

WHEREAS, the Development Agreement has been prepared in compliance with Section 212.172 of the Texas Local Government Code, providing for a development agreement mechanism;

WHEREAS, the City Manager has reviewed the terms of the proposed Development Agreement and recommends Council's approval to negotiate in good faith on behalf of the City with the following conditions: 1. The Agreement be executed within ten (10) business days. 2. The City shall make no obligations to extend infrastructure at the City's cost in this agreement 3. The City Attorney shall review said Development Agreement;

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

SECTION 1. That all provisions of the Resolutions of the City of Justin, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 2. Authorization to Negotiate and Execute: The City Manager of the City of

Justin is hereby authorized and directed to negotiate and execute the Development Agreement attached hereto as Exhibit “A” with AMS Property Holdings 2, LLC, including any amendments or modifications thereto as may be necessary and proper, in the best interests of the City, and consistent with this resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage

DULY PASSED by the City Council of the City of Justin, Texas, on the 23rd day of May 2024.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 23, 2024
415 N. COLLEGE AVE.

Agenda Item: 10. (POSSIBLE ACTION ITEMS)

Title: Consider and take appropriate action on first reading for Ordinance 781-24 approving the Parks, Recreation, and Open Space Plan.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval.

Background:

The Parks, Recreation, and Open Space Plan is an integral part of the Imagine Justin Comprehensive Plan, adopted on March 28, 2023. Currently under review by the City Council is a proposal to revise the strategic objectives of the Parks Board, which are detailed in the "Parks Board Wish List" on page 39 of the plan. The rest of the 2023 plan remains unchanged. By adopting these revisions as a standalone document, the city will enhance its eligibility for grant opportunities, while also ensuring that the Parks Board's strategic goals align with the latest development initiatives.

Input Recieved on PROS Plan:

During the Imagine Justin Comprehensive Plan the City held two open houses, several joint work shop sessions with the Comprehensive Planning Action Committee with representatives from Parks Board, EDC, Planning and Zoning, and City Council, and the City pushed out a survey and interactive map. The City had approximately 80 people attend the Open Houses along with over 90 comments on the interactive map. Overall the City reached around 10% of input from residents on the plan. This input was utilized to create the Imagine Justin Comprehensive Plan, which included the PROS Plan.

Parks Board Recommendation:

On March 14, 2024, Staff brought the PROS Plan and the "Wish List" forward for discussion. The discussion centered around several key items being reprioritized in terms of whether it is a low, medium, or high priority. Some of the key items that were discussed were the following: 10-minute walk initiative to parks (parks to be within 10 minutes' walking distance), acquiring park land, parks design manual, sports complex, Long Term parks facilities assessment/survey, etc.

Parks Board unanimously recommended approval of the PROS Plan with revisions as discussed (these

revisions have been updated to reflect the Parks Board discussion).

City Attorney Review: No

Attachments:

1. Justin PROS Plan_5.14.24
2. ORD 781-24 PROS Plan



City of Justin

PARKS, RECREATION, AND OPEN SPACE MASTER PLAN



Summary

Comprehensive Plan for the
City of Justin

ADDRESS

415 N College Ave
Justin, TX 76247

Place Strategies, Inc.
Catalyst Commercial
Pacheco Koch



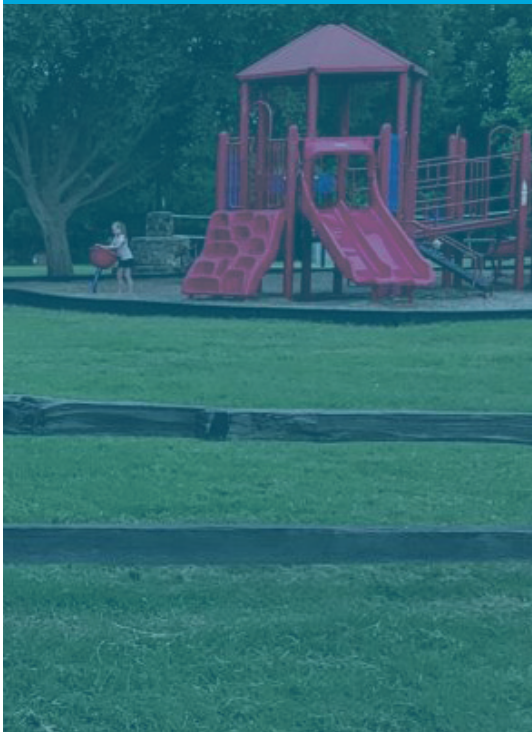
PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

Project spanned over the course of six months and was started in July 2022.



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INTRODUCTION



PRIORITIZING JUSTIN’S PARKS AND RECREATION FOR FUTURE GENERATIONS

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing, and outdoor recreation opportunities for the use and enjoyment of present and future generations.

– Agency Strategic Plan (2021-2025)
Texas Parks & Wildlife Department

ALIGNMENT WITH TEXAS PARKS AND WILDLIFE AGENCY STRATEGIC PLAN GOALS



NATURE + CULTURE

Practice, Encourage, and Enable Science-based Stewardship of Natural and Cultural Resources



ACCESS + PARTICIPATION

Actively planning essential connections, enhanced trail systems, and beneficial access using floodplains and existing rights-of-way.



EDUCATE, INFORM + ENGAGE

The direct focus on the conservation of natural areas and floodplains, along with the inclusion of multi-use trails, and biology education through programming.



EFFICIENT + SUSTAINABLE

Focusing parks and trails on easily managed and natural, native landscaping will help the current public works staff have a more sustainable maintenance program.

The purpose and intent of this plan are to:

- Unify the approach for future parks and trails in the City as development continues over the next twenty years.
- Establish a minimum standard for upkeep and maintenance in all city parks and trails.
- Bring a sense of pride to the amenities of the City and support the quality of life expected of Justin’s residents.
- Support Justin’s residents’ and visitors’ overall health and well-being through exceptional open space and trails.
- Minimize future impact on development by preserving existing floodplains and open space.
- Develop environment preservation systems to maintain the rural character of Justin.

EXISTING CONDITIONS



MASTER PLAN DEVELOPMENT PROCESS

Coordinating a Comprehensive Plan and PROS Plan

The development of this plan was concurrent with the Imagine Justin Comprehensive Plan process, including public meetings, open houses, digital engagement, and work sessions. The takeaways from public outreach aligned the goals and strategies for parks and recreation in the City, predominantly because parks and recreation are one of the top desires of the citizens.

A robust planning process was conducted in collaboration with the Imagine Justin Comprehensive Plan. The park, recreation, and open space part of the planning process includes:

- A thorough analysis of the City's existing parks, recreational facilities, and open spaces, including assessing their condition, usage, and potential constraints or challenges;
- A review of community needs and preferences through public engagement and outreach efforts to determine the types of parks, recreational facilities, and open spaces that would be most beneficial to residents;
- A focus on accessibility, ensuring that all residents have equitable access to parks, recreational facilities, and open spaces. This focus may include the development of

new facilities in underserved areas, as well as the improvement of existing facilities to make them more accessible to people with disabilities;

- A commitment to sustainability, with a focus on preserving natural resources and integrating sustainable design principles in developing new parks, recreational facilities, and open spaces;
- A comprehensive strategy for managing and maintaining the City's parks, recreational facilities, and open spaces, including allocating resources and personnel and developing partnerships with community organizations and volunteers; and
- A plan for developing and implementing programming and events in the City's parks, recreational facilities, and open spaces to provide residents with a wide range of recreational opportunities and foster a sense of community.

This Parks, Recreation, and Open Space Master Plan (PROS Plan) aligns with the Texas Parks and Wildlife local planning requirements to support Justin's applications for local grant funding.

IMAGINE JUSTIN COMPREHENSIVE PLAN



The Comprehensive Plan is a community-driven vision to guide decisions over time.

Imagine Justin is a city-wide comprehensive plan that reimagines the core planning documents used by the city to create policy, inform decisions, and establish an expectation of the general direction of the community.

The plans included within the comprehensive plan are: Future Land Use Plan (Experience Districts Plan), Master Thoroughfare Plan (Mobility Plan), and a Parks + Trails Plan. All of these revised plans are derived from the extensive engagement and outreach process that was an integral part of the planning process. Engagement and outreach is the first chapter in order to establish the importance of the process that led to the community plans that follow.



ENGAGEMENT + OUTREACH

Detailed review of the many outreach methods and results that were shed from the process and how they affected the plans that were revised.



LAND USE + DEVELOPMENT

Review of existing conditions and a new FLUP that takes into consideration different districts and identities that make up Justin.



MOBILITY + CONNECTIVITY

Review of existing conditions and a new Master Thoroughfare Plan that looks at mobility and connectivity at different levels to inform plans.



PARKS + TRAILS

Review of existing conditions, Texas Parks and Wildlife metrics, and a detailed plan to continue the quality of life amenities that make Justin special.



IMPLEMENTATION

Review of all chapters and an implementation plan that takes into consideration short and long term policies and regulations that will further support the community vision.

ENGAGEMENT + OUTREACH

Open houses were hosted at the Country Abbey in Justin and provided an open forum to residents and businesses to talk about their concerns and dreams for the city.



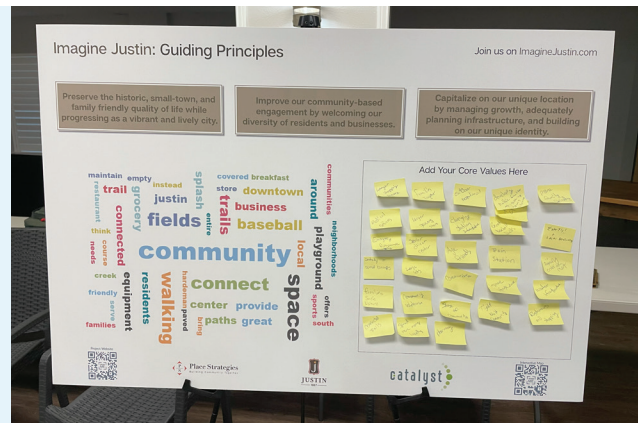
In addition to the open houses, all materials were subsequently added to the online website for additional viewership.



In-person interactions provided a boost to the online interactions which in turn created more visits to other in-person events.

01 September Open House

Hosted a community open house to discuss our guiding principles and land use topics. The public gave feedback on everything. There was an attendance of over 50 people.

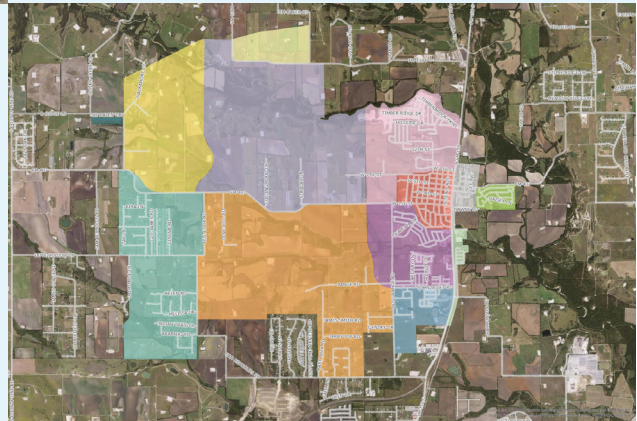


02 October Open House

Hosted a community open house to discuss mobility and recreational facilities. The public gave feedback on the direction of the community. There were over 30 people in attendance.

03 November Joint Work Session

Hosted a joint workshop with City Council and Planning and Zoning Commission to discuss findings from open houses and introduce the component plans.





Crafting a comprehensive vision for the future of a community stems from the engagement of the process and the implementation derived from that process.

By maximizing the public engagement through the process there is an understanding that the comprehensive plan is a community initiative that establishes guidance for projects moving forward.

10

STAKEHOLDER INTERVIEWS

The planning team conducted ten stakeholder interviews over the course of a month. Stakeholders included business owners, developers, residents, city officials, builders, and other community members.

15

STAFF CHECK-INS

The planning team conducted biweekly staff check-ins to review engagement and public feedback throughout the process. Reviewed analyzed data from market studies, interviews, and regional/state organizations.

IMAGINEJUSTIN.COM

Imagine Justin is the online website launched as part of the engagement and outreach strategy dedicated to the comprehensive plan.

An online presence increases diversity in outreach for different resident schedules.



Event Information

Details about in-person open houses, public hearings, and CPAC meetings are all displayed on the website.



Interactive Mapping

Mapping exercise for pinpointing new ideas, opportunities, and challenges within the city and ETJ.



Online Surveys

Multiple surveys on the website spanning different topics including values, experience districts, and parks/trails. Participation levels ranged from 2-7%.



Collaborative Budgeting

An interactive activity that uses a set budget to prioritize different categories within the comprehensive plan. Achieved 26 respondents over the course of three weeks.



Virtual Open Houses

All open house materials during the in person event are displayed on the website for expanded viewing.



Social Pinpoint

This tool was used to host the website and create innovative engagements for the residents of Justin.

The top focus for parks and trails in the city of Justin is for additional connections and trails to and from city parks.

Imagine Justin had 8,294 total visits, 2,097 unique users, 423 survey responses, and 395 unique stakeholders.

Virtual Community Open House

Imagine Justin: Comp Plan Explained

Join us on ImagineJustin.com

What is a Comprehensive Plan?

- An adopted policy document that outlines the community goals and aspirations.
- The Comp Plan should outline goals and implementation steps over the course of 20-30 years with actions in short and long terms.
- A comprehensive community vision that is created through several engagement strategies.
- A guiding document that provides a path forward across administrations.
- The process and result should create community buy-in and public accountability.
- The document provides guidance on elements such as how our land should be used, how we move around, and how our public spaces should be designed and located.

How does a Comp Plan + UDC affect me?

- The comprehensive plan guides decisions on everyday items such as where houses, businesses, and schools can be located, how our roads are connected, and where and how our public open spaces and parks are designed and integrated with our neighborhoods.
- The Comp Plan also affects how our community functions with our most vulnerable populations, the young and old, residents of suburbs, street trees and pedestrian priorities make it easier for those categories to be connected.
- Preservation of great open identity is also important; rural, agricultural, corridors, to attract, support, and encourage growth. Guidance on how to appropriately plan for the growth is important to document and share with developers and home builders.
- Clear guidance on development helps residents envision what their surroundings will look like in the coming years.

Get Involved

- If you can't make a meeting, go to the website, review materials, and provide input.
- Share the survey and website with your friends and family.
- Monitor what is posted and website from the City's Facebook page.

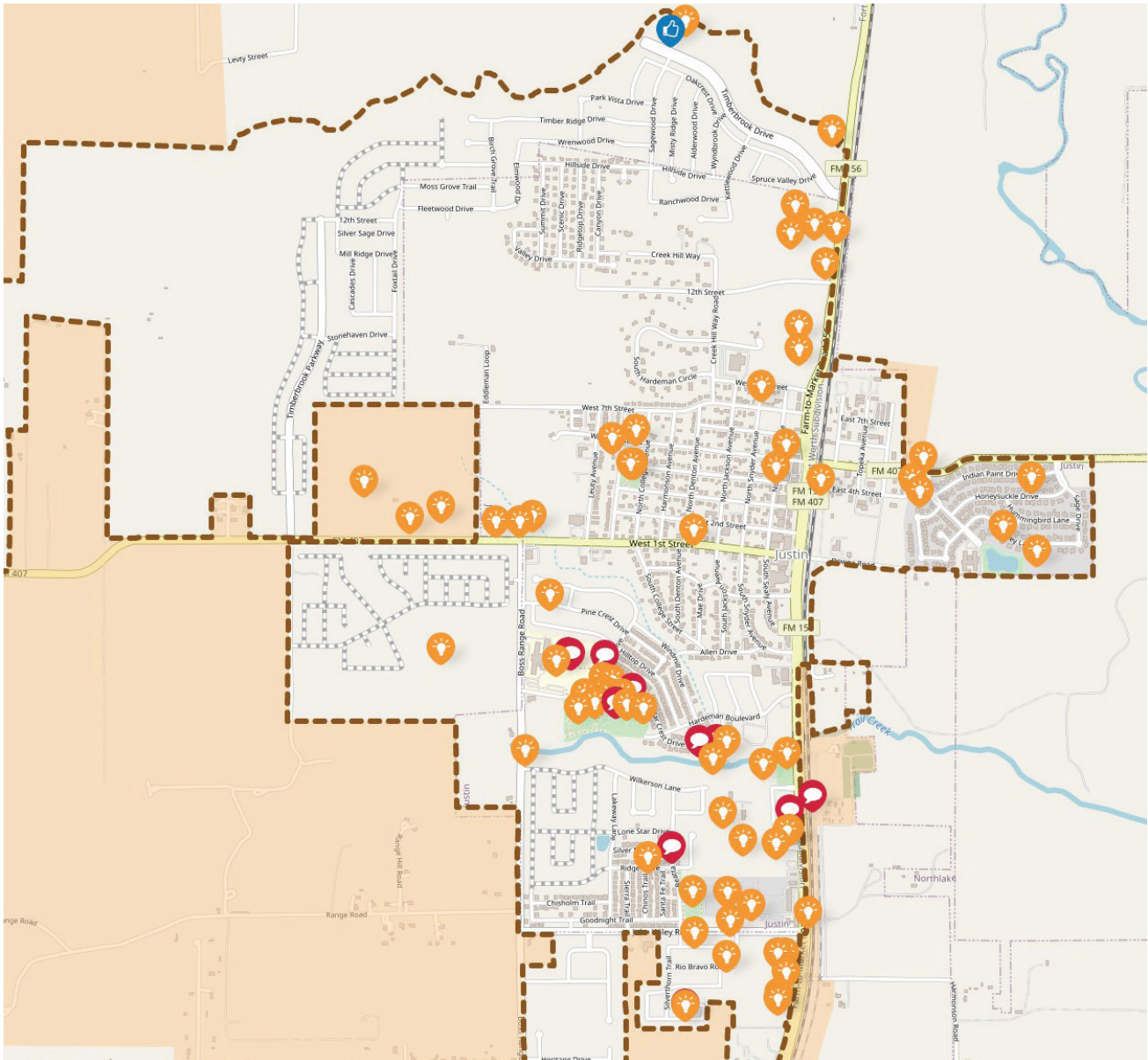
This Process

Continuous Engagement, Focus To Be Held Through

UDC Plan Approval, Open House, Website, Interactive Mapping, Community Survey, UDC Group Decision, Social Media, and a QR code.

Place Strategies, JUSTIN, and catalyst logos are visible at the bottom.

INTERACTIVE MAP



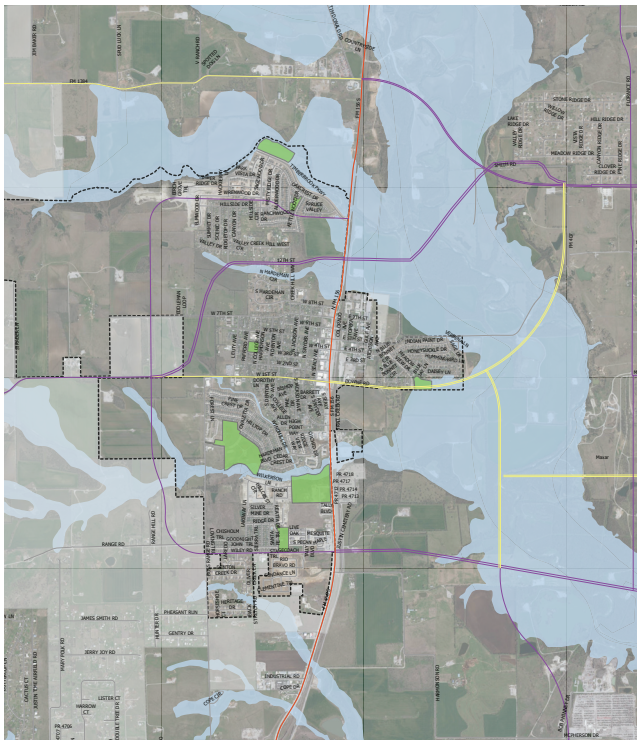
The online project map was active from the beginning of the process to the end and recorded 80 comments.

The interactive map allowed visitors to explore the City of Justin and its extraterritorial jurisdiction (ETJ) by leaving comments on areas of interest. The categories of comments included the ability to present Ideas and suggestions, general comments, and something they like. When a comment was pinned, visitors were also able to up vote or down vote the comments according to merit.

ADVISORY COMMITTEE



MEMBERS



Organizational Representation

The Comprehensive Plan Advisory Committee (CPAC) acted as the PROS Advisory Committee and is made of representation from four councils/commissions that make up city departments and groups. The groups range from elected officials in City Council or appointed members that make recommendations regarding zoning issues. Having these members represented is important through the advisory role and providing different perspectives from groups that will interact with the final comprehensive plan.

JOHN MOUNCE
CITY COUNCIL

City Council is the elected body that takes on the final decision in regulatory policies, budgets, and action.

ALYSSA LINENKUGEL
PARKS BOARD

The Parks Board reviews and recommends parks and trails planning policies to better enhance the Justin system.

LISA LEARY
PLANNING + ZONING
COMMISSION

PZC is the commission that recommends action to City Council on matters concerning land use and transportation policy.

STEVEN TURNEY
ECONOMIC DEVELOPMENT

The EDC/CDC work on retaining and recruiting existing and new businesses to the Justin area.

GOALS + OBJECTIVES

The Justin PROS Plan is a vital component of the City's vision for the Justin community. The PROS Plan recommends a vision and an action plan that directly supports Justin's Comprehensive plan, Imagine Justin.

The PROS Plan also builds on Justin's Strategic Pillars for the Future, which guides council and city staff on economic and community growth.

The Guiding Principles were crafted by careful consideration of all the engagement and outreach by the Comprehensive Plan Advisory Committee.



CULTURE

Preserve the historic, small-town, and family friendly quality of life while progressing as a vibrant and lively city.



COMMUNITY

Improve our community-based engagement by welcoming our diversity of residents and businesses.



IDENTITY

Capitalize on our unique location by managing growth, adequately planning infrastructure, and building on our unique identity.

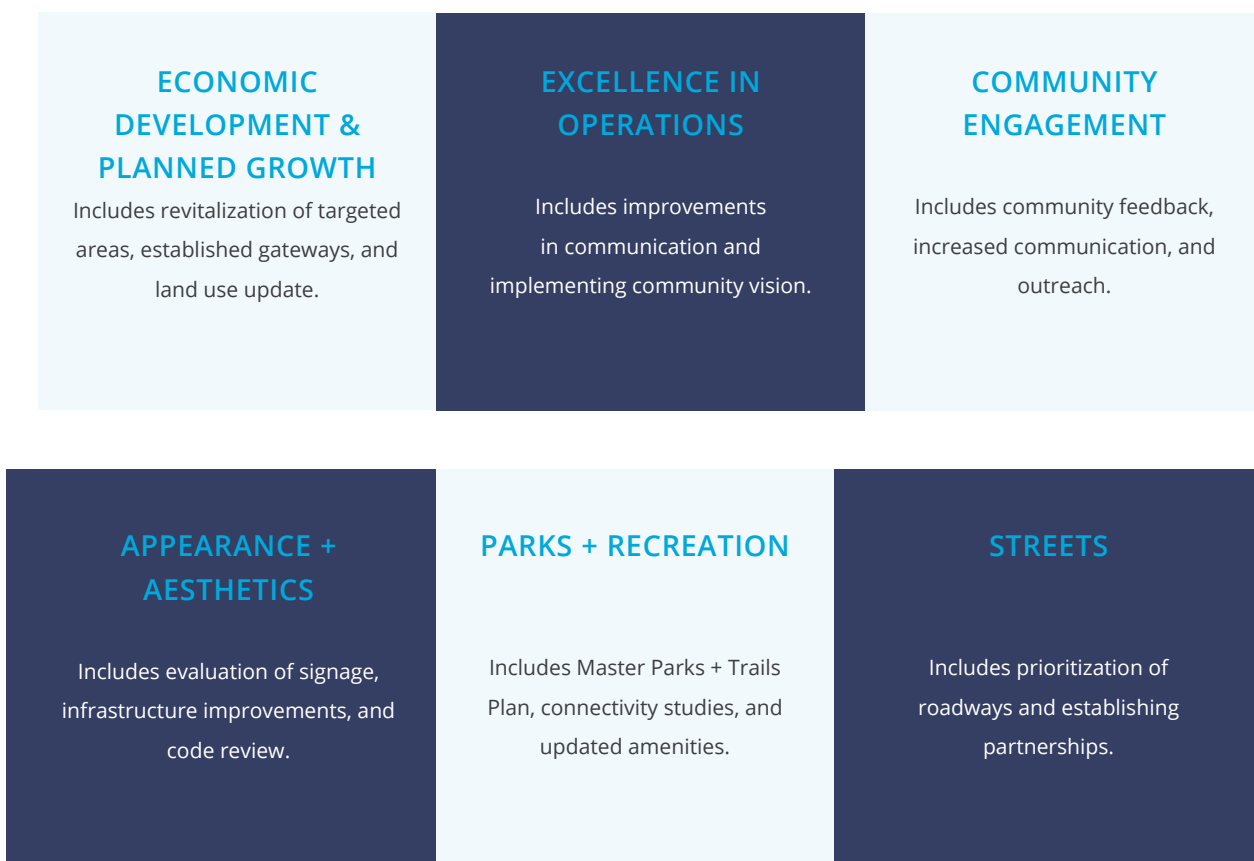
COMMUNITY DRIVEN CORE VALUES

STRATEGIC PLANNING ALIGNMENT

Identified connected objectives.

The Comprehensive Plan uses these pillars and follows recommendations established in 2020.

The City Council of Justin held Strategic Visioning Retreats in early 2020 for developing a clear strategic vision for the future. The comprehensive plan rewrite brought in the results from that retreat to further validate the direction of the city.



STRATEGIC PILLARS FOR THE FUTURE

ISSUES + OPPORTUNITIES

Our City is on the verge of a new identity; now, as a Home Rule Charter city, many of the traditional standards for operations, development, and citizen expectations become heightened and require a new look. With the potential of quadrupling the population in the next twenty years, many of the old systems for maintenance, programs, and public service are going through some growing pains. Funding will continue to be limited, but as the city plans for its future in parks, realizing that it is a top priority for the citizens in the next twenty years sets a standard for how the City should plan to grow its program.



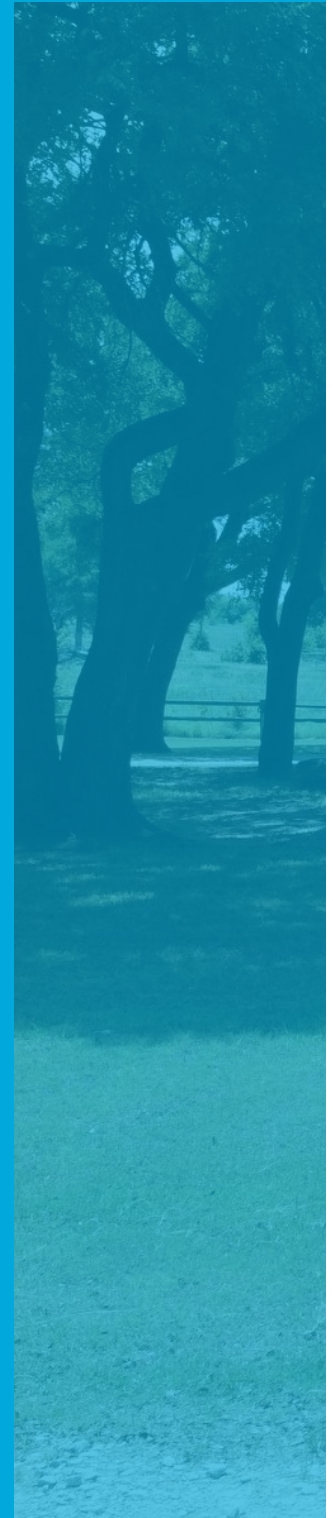
POPULATION GROWTH

As previously stated, the population for Justin is primed for high growth (from 5,451 in 2022 to 19,764 by 2042) in the next twenty years. However, the current park plan will see population growth of 12,428 in the next ten years. This plan aligns with the Imagine Justin Plan, which covers twenty years. The coordination helps the City set its progress for a longer term and allows the City to see the needs for the future and not wait to make critical improvements in the short term.



DEVELOPMENT STANDARDS AND PRIORITIES

Coordination of development standards, park dedication, and park fees will be essential as new developments develop in the City and its ETJ. A lack of perceived requirements for the new development has left some in the community wanting a greater understanding of what developers will expect as services are extended farther into the country. For others, the standard of quality of existing parks, compared to the new development parks, has left them wanting a more sophisticated park system that provides more than just open fields. The blend of these expectations and priorities will be the compromise to achieve the community's goals for future park programming.



“

The new vision for Justin should focus on engagement, parks, walking trails, new businesses & restaurants.

”

OPPORTUNITIES

Though the future management of growth and development can be daunting, there are many opportunities that align with advancement in parks and trails in Justin.



Justin is a desirable place to live and is realizing its prominence and opportunities in the market.



With ample open land and aligned floodplain and drainage topography, there are ways to implement natural conservation programs that save the rural environment without impeding property rights.



The collection of new roadways by TxDOT and the Mobility Plan help differentiate east-west and north-south access ways in the City while providing a circuitous route for city-wide biking, running, and walking.



There is a strong desire by citizens to focus on parks and trails as a quality-of-life focus for future improvements in the City.

NEEDS ASSESSMENT + IDENTIFICATION

Three areas of analysis organize the parks and recreation needs for the City of Justin: demographics, survey results, and national benchmarking. Ample detail of demographics are provided in the Appendix of this plan, but the ones that pertain directly to Parks are summarized below.

Demographic Analysis Summary for Parks



Age

Largest age distribution is Generation X (40-59), followed by Generation Z (10-24) and Millennials (25-39).



Population Changes

Current population is 5,451 with a population of 12,428 by 2032 (22.8% growth per year).



Race + Ethnicity

White (79%), Other (17%), Black (3%), Asian (1%), with a Hispanic ethnicity at 14%.



Median Household Income

\$97,013

Top Survey Findings

The top survey findings that pertain to parks and trails are:

- A focus on Parks and Trails are the number one area of priority for residents in Justin.
- Generally, a majority of residents believe that parks in Justin need more maintenance and upkeep.
- A majority of residents consider parks, facilities and programming to be important to their quality of life in Justin.
- Half of respondents drive to parks, while the remaining walk or bike.
- Highest priority for parks and trails is the development or acquisition of additional parkland and trail connections.
- Most respondents desire hike, bike and walking trails, in addition to amenities like water features and multi-use courts.
- Many of the desired outcomes reflect improved amenities and programming consistently in all parks.

BENCHMARKING

TWENTY YEAR BENCHMARKING COMPARISON (2022 - 2042)										
NATIONAL RECREATION AND PARK ASSOCIATION (NRPA)		CITY OF JUSTIN								
BENCHMARK BASIS		EXISTING STATUS	2022 BENCHMARK		2027 BENCHMARK		2032 BENCHMARK		2042 BENCHMARK	
		ACTUAL	LOW VALUE	HIGH VALUE	LOW VALUE	HIGH VALUE	LOW VALUE	HIGH VALUE	LOW VALUE	HIGH VALUE
RESIDENTS	Less than 20,000	6,127	6,127		9,327		12,428		19,764	
NUMBER OF PARKS (PUBLIC + PRIVATE)	761 - 1,924 Residents per Park	15 PARKS**	3 Parks	8 Parks	5 Parks	12 Parks	7 Parks	17 Parks	11 Parks	26 Parks
PARK-ACRES	5.2 - 21.7 Acres per 1,000 Residents	141 ACRES **	32 Acres	133 Acres	49 Acres	203 Acres	65 Acres	270 Acres	103 Acres	429 Acres
TRAILS (EXISTING AND PLANNED)	2 - 10 Miles	6.0 MILES **	0.6 Miles	3.1 Miles	1 Mile	4.7 Miles	1.3 Miles	6.2 Miles	2 Miles	9.9 Miles
FULL-TIME EQUIVALENT (FTE) STAFF	6.4 - 21.1 FTE per 10,000 Residents	10 FTE *	3.9 FTE	12.9 FTE	6.0 FTE	19.7 FTE	8.0 FTE	26.2 FTE	12.7 FTE	41.7 FTE
ANNUAL OPERATING EXPENDITURES	\$551,925 to \$2,443,647 per year	\$832,650*	\$169,082	\$748,611	\$257,390	\$1,139,595	\$342,966	\$1,518,482	\$545,412	\$2,414,812
* Does not include volunteer time or budget. ** Includes future build-out of Timberbrook and The Preserve (Timberbrook counted as one park)										

	Actual Exceeds Amount		Actual Within 2x of Amount		Actual Less than 2x of Amount
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Using 2022 National Recreation and Parks Association (NRPA) Agency surveys, the benchmarking for Justin lies within similar ranges of cities with a population of fewer than 20,000 people within the ten-year horizon.

The table lays out the five, ten, and twenty-year projections of population and how the City currently reflects in the five top categories of park acres, the number of parks, miles of trails, full-time equivalent staffing, and annual budgeting.

Each benchmark year has an associated population in the future, as well as the low and high ranges of each of the five categories of evaluation.

Cells highlighted in green show that the City is currently meeting projections, tan shows that the projection is within two times (2x) the current, and red shows that the projection is over two times (2x) the current.

INVENTORY OF PARKS + FACILITIES

“

We would love to see improvement! We really miss having walking and biking trails and parks for the kids.

”

The classifications for parks are currently organized between Community Park and Neighborhood Park, as is typical in many cities.

As development looks to handle many of their parks privately, there will be a standard requirement for

these parks in order for them to be accepted as in-kind facilities.

In addition, new classifications will be introduced to support more urban development types that may come with future Old Town development.

COMMUNITY PARK

Description: a large city-managed facility incorporating a variety of ball fields, activity areas and programming.

Number per Population: 1 per 10,000

Average Size: 20 to 100 acres

Ideal Location: centrally located within the City with access to trails and at least one collector street.

Typical Amenities: Playground, organized sports fields, internal trail network, parking, restrooms, and shade structures or trees

NEIGHBORHOOD PARK

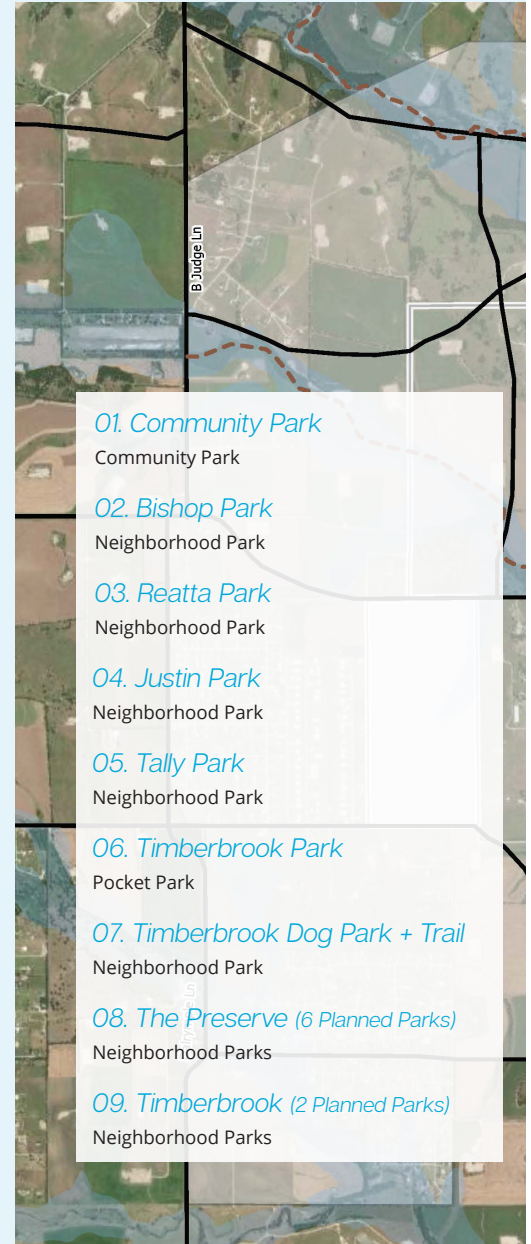
Description: a typical park for a neighborhood area, may also be a collection of smaller parks within a master planned community.

Number per Population: 1 per 1,000

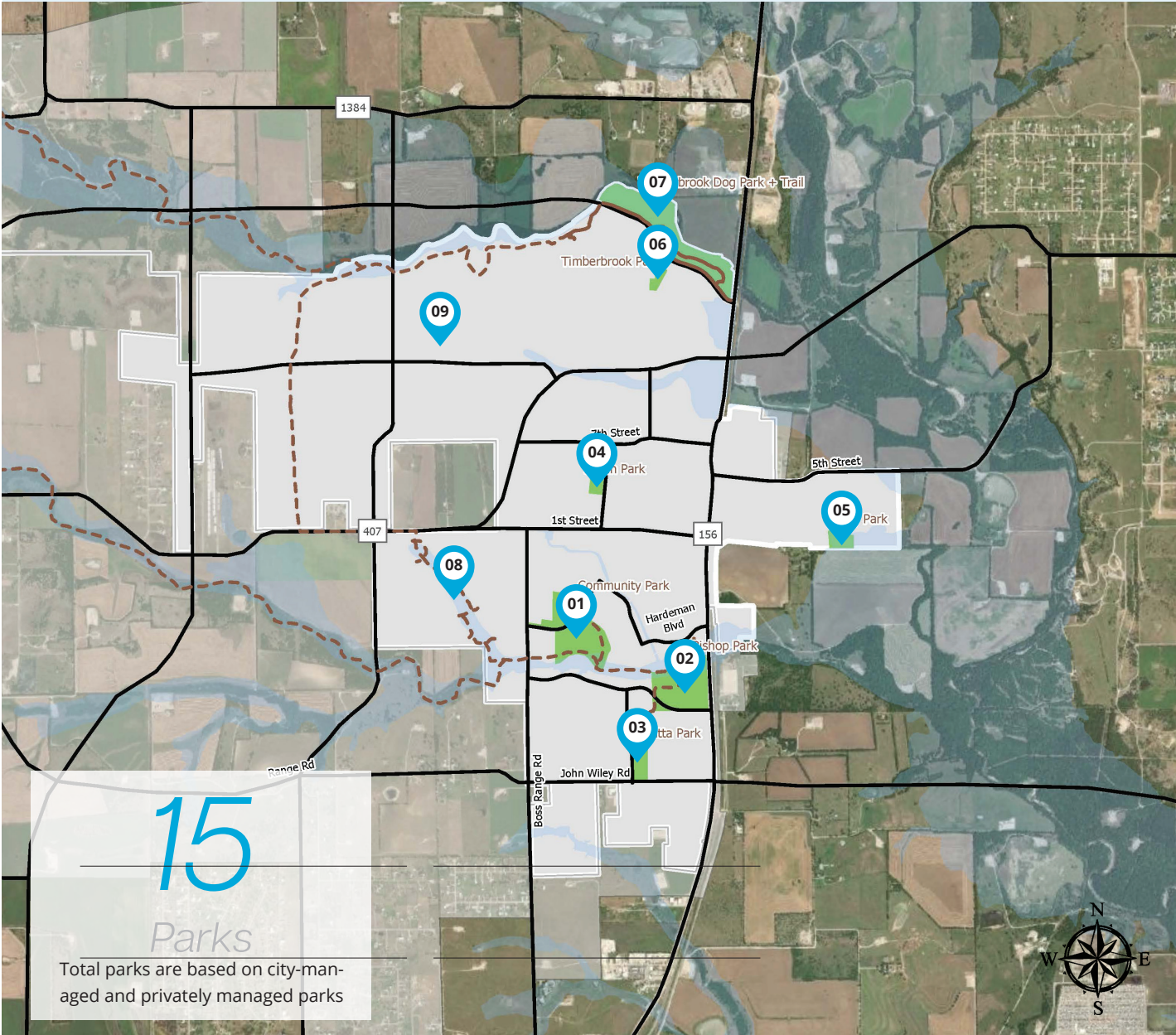
Average Size: 5 to 20 acres

Ideal Location: centrally located within a neighborhood with access to sidewalks and at least one local street.

Typical Amenities: Playground, passive play area, internal trail network, and shade structure or trees



PARKS + TRAILS MASTER PLAN





TIMBERBROOK PARK

EXISTING PARKS + FACILITIES



Community Park

420 Ovaletta Dr, Justin, TX 76247

Amenities	Condition
Play Structures	
Baseball/Softball Fields	
Soccer Fields/Basketball	
Disc Golf (9-Hole)	
Walking Trail (Concrete)	
Shade Structures/Trees	
Parking Lot	
Trash Bins	
Benches	
Picnic Tables	



Bishop Park

Wallace Dr and SH 154, Justin, TX 76247

Amenities	Condition
Observation Deck	
Walking Trail (gravel)	
Historical Marker	
Shade Structures/Trees	
Picnic Tables	
Trash Bins	
Benches	
B.B.Q. Grills	



Justin Park (City Hall)

415 N College Ave, Justin, TX 76247

Amenities

Condition

Tennis Court	
Sand Volleyball Court	
Play Structures	
Shade Structures/Trees	
Picnic Tables	
Trash Bins	
Benches	
B.B.Q. Grills	
Parking Lot	



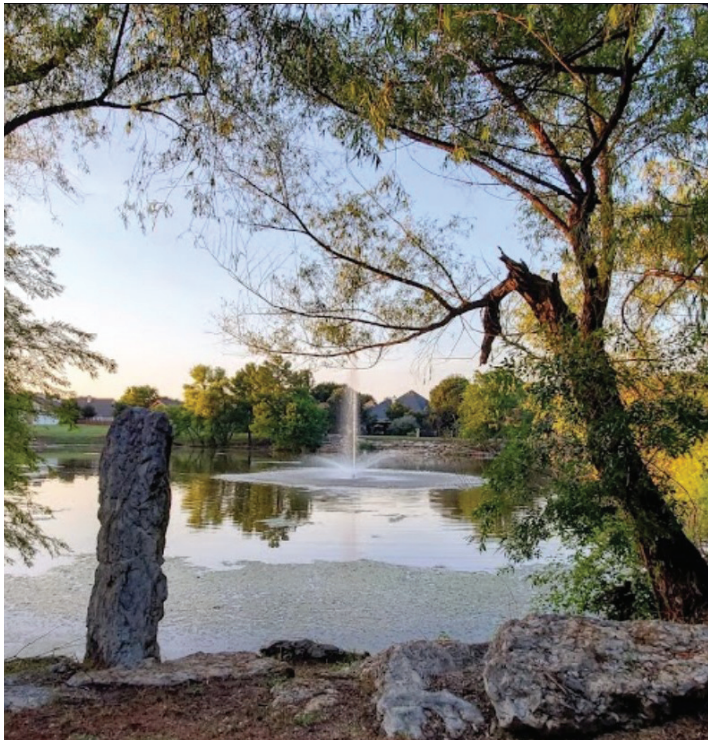
Reatta Park

John Wiley Rd and Reatta Dr, Justin, TX 76247

Amenities

Condition

Basketball Court	
Walking Trail (gravel)	
Play Structures	
Shade Structures/Trees	
Observation Deck	
Trash Bins	
Picnic Tables	
B.B.Q. Grills	



Tally Park

Meadowview Dr, Justin, TX 76247

Amenities	Condition
Pond/Fountain	
Shade Trees	



Timberbrook Park

1100 Kettlewood Dr, Justin, TX 76247

Amenities	Condition
Play Structure	
Walking Trail (concrete)	
Shade Structures/Trees	
Picnic Tables	
Trash Bins	
Benches	



Timberbrook Dog Park

415 N College Ave, Justin, TX 76247

Amenities	Condition
Shade Trees	
Dog Park Areas	
Walking Trails (Concrete)	

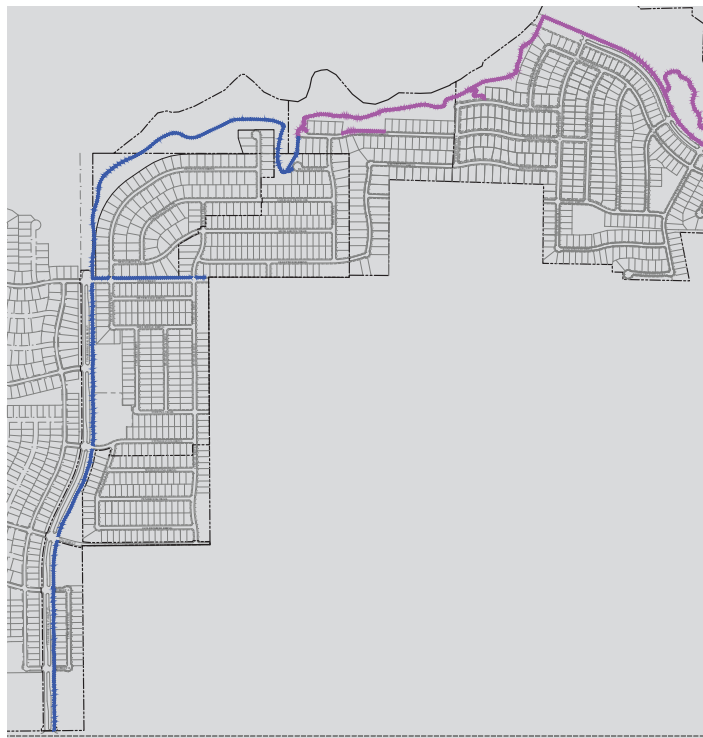
PLANNED PARKS + FACILITIES



The Preserve

SH 407 and Boss Range Rd, Justin, TX 76247

A master planned community with six (6) neighborhood parks planned throughout the community, along with the preservation of floodplain as natural open space and trail connections.



Timberbrook

1100 Kettlewood Dr, Justin, TX 76247

A master planned community with at least four (4) total neighborhood parks planned throughout the community, along with an extended trail system through the development and riparian edges along the Oliver Creek.

AREA CONCEPTS + STANDARDS

PARK POLICIES + STANDARDS

As the Parks Board, Planning Commission and City Council coordinate future development standards, the following policies are recommended for improving the cohesiveness and the equity for access to public parks.



ALL PARKS WILL BE ACCESSIBLE

Prioritize non-motorized trail connections to, through, and from all parks, including appropriate access under ADA design guidelines.



ALL PARKS WILL BE SUSTAINABLE

Utilizing native grasses and species that promote drought tolerant, low maintenance, and habitat programming is a priority for landscaping.



ALL PARKS WILL HAVE A COMMON IDENTITY

Branded trash bins, benches, shade structures, signage and lighting to signify the relationship to the greater Justin park system.



TRAILS WILL SUPPORT CITY-WIDE MOBILITY

From street-side multi-use trails to off-street natural trails, a successful system will be connected throughout the City and between neighborhoods.



TRAILS WILL HELP TO EDUCATE THE PUBLIC

Signage on history, biosciences and protection of habitats and native species will support education for all ages.

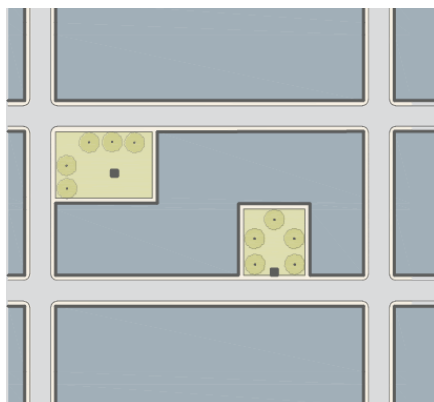


FLOODPLAINS WILL BE PROTECTED

Preserved floodplain areas will be protected with riparian buffers to support runoff filtration and maintain a rural environment within Justin.

NEW PARK + FACILITY CLASSIFICATIONS

The following park and facility classifications support alternative design approaches from the typical Community and Neighborhood Park classes. The use of these will be important as developments choose to design and manage their own parks within neighborhoods, or as new public spaces are proposed as infill developments in the Old Town or other constrained development areas.

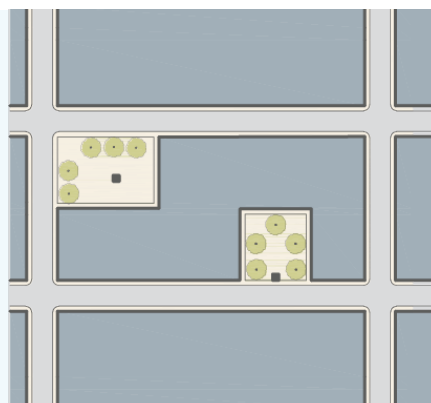


Pocket Park

An Open Space, available for unstructured recreation. A pocket park is spatially defined by building edges. Its landscape shall consist of lawn and trees, naturally disposed. No minimum size and the maximum shall be 1/4 acres.

Pocket Plaza

An Open Space, available for unstructured recreation. A pocket plaza is spatially defined by building edges. Its hardscape shall consist of formal arrangement of paving and seating, with some trees for shade. No minimum size and the maximum shall be 1/4 acres.

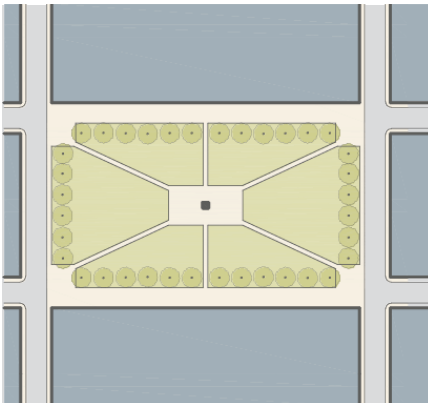
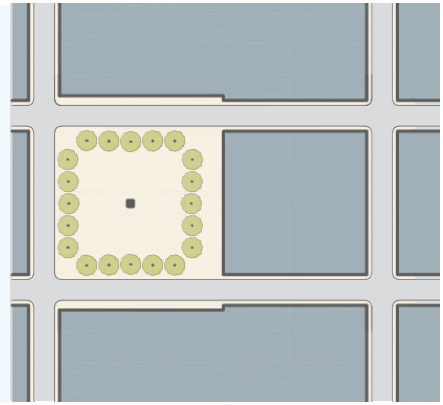


Green

An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building edges. Its landscape shall consist of lawn and trees, naturally disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.

Plaza

An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building edges. Its landscape shall consist primarily of pavement. Trees are recommended. Plazas should be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.



Square

An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building edges. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.

Multi-Use Trail

A paved trail placed within the right-of-way or outside of the right-of-way of a street. Minimum width for a multi-use trail is 10 feet in commercial districts and 12 feet when in residential areas, where right-of-way permits. Multi-use Trails are intended for recreation and commuting of pedestrians and bicyclists.



Natural Trail

An unpaved trail placed within environmentally sensitive areas, like floodplains and riparian buffers. Minimum width for a natural trail is 4 feet, where space permits. Natural trails are intended for recreational activity such as hiking and mountain biking.

RIPARIAN BUFFER SYSTEMS

Justin continues to grow with the potential of flooding growing with it. This hits the budgets of residents directly as mortgage lenders begin to require additional flood insurance policies.

As development continues, it will be imperative to include a floodplain buffer to mitigate impacts both to the existing waterway and to future homes against floodplains. Similar to work on The Preserve, the City has had experience providing for these types of floodplain conservation areas.

As downstream development occurs, and as it potentially impacts floodplain areas, it will cause problems for older neighborhoods, such as Old Town, often built to a past standard flood elevations.

By including riparian buffer systems (RBS) for all new subdivisions and developments along waterways and floodplains, the City is able to dynamically respond to the goals of this PROS Plan. The RBS will preserve a rural environment, protect existing and new development, and allow for a citywide recreation system by incorporating active transportation along specific floodplain corridors.

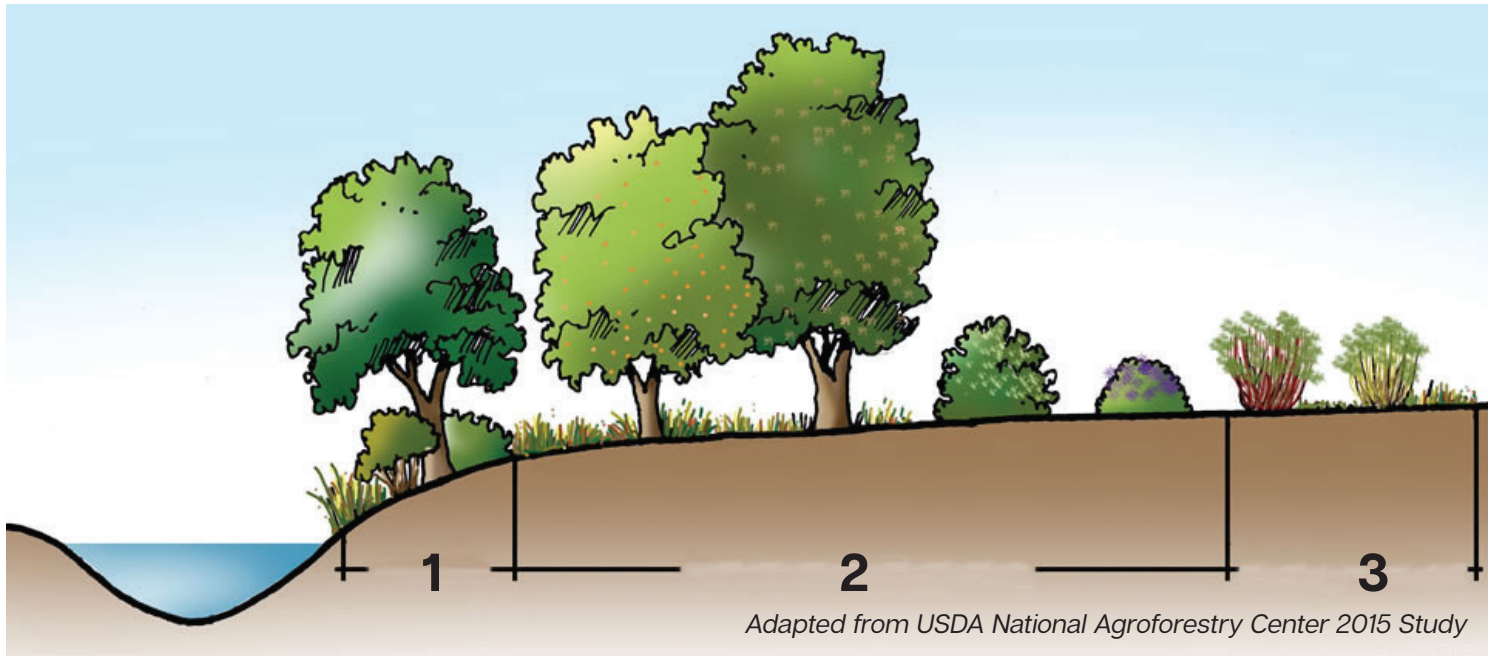
Additional educational impacts could be managed by including a wayfinding and education system along the trails to identify key habitats, specific species of plants, or the inclusion of the history of Justin. This helps to identify key partners and funding in the projects.



Riparian Buffers protect waterways from agricultural, industrial, and vehicular runoffs that threaten fish and wildlife habitats.

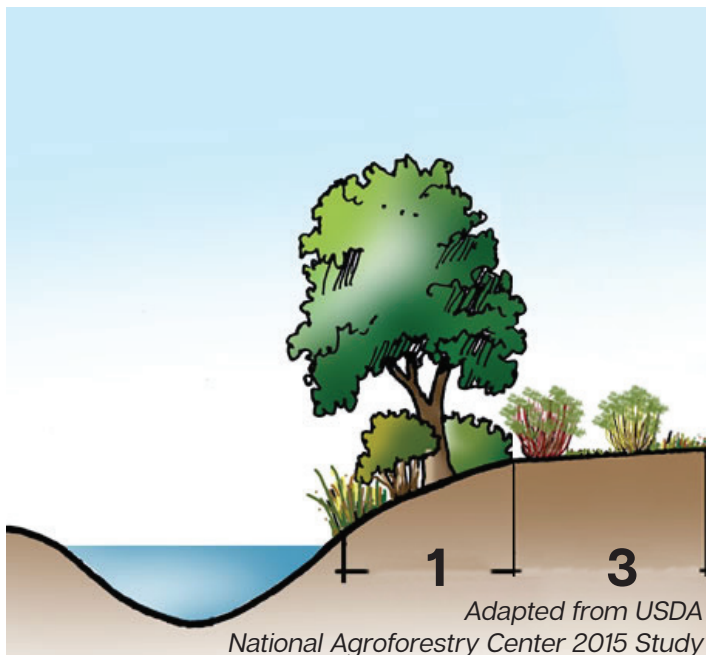
Direct intervention through preservation techniques like Riparian Buffers have supported enhancements to game and wildlife activity in rural and urban communities.

3-Zone Riparian Buffer System



Recommended for Oliver Creek, the 3-Zone RBS will provide 100 feet of offset from the top of slope of those waterbodies and their floodplain. The furthest 20 feet from the top of slop will be encouraged as a hike and bike trail easement for public access.

2-Zone Riparian Buffer System



Riparian Buffer System Zones

Zone 1 - 20 feet wide

- Intended to protect the natural edges with native plants and trees
- Avoid maintenance in this area

Zone 2 - 60 feet wide

- Intended to protect the natural edges with native plants and trees
- Maintenance solely for litter and leaf removal in this area

Zone 3 - 20 feet wide

- Intended for dense grasses and recreation easements
- Maintenance as needed

Recommended for all other floodplains in Justin, the 2-Zone RBS will provide 40 feet of offset from the edge of the floodplain of those waterbodies and their floodplain. The furthest 20 feet from the top of slop will be encouraged as a hike and bike trail easement for public access, where appropriate.

APPLICABILITY + PRIORITIZING NEEDS

As parks and trails are addressed, prioritizing public funds are strategically implemented. As new development comes along the City will manage new park space (public or common) to align with the goals of this plan. Improvements will be key to emphasizing the identity of Justin and ensure a minimum standard of maintenance for city parks.

For existing parks:

Enhancing connectivity between neighborhoods and parks, and between individual parks will be a first step to achieving access priorities. Connectivity projects should be planned through Capital Improvement Plan (CIP) projects and grants funded programs available to the City. For the next 5 years, a higher than average amount for parks and trails should be introduced to CIP budgets, to bring up the level of parks and trails to a quality standard for all parks.

A branding and wayfinding plan should be performed with a landscape architect to identify the minimum design standard for all park amenities and equipment, to match in color, brand, design and signage. This plan should also coordinate the design and program for minimum standards for all parks which should be the basis for all public and private parks throughout the City.

For areas in floodplain, consult with mountain bike clubs in North Texas to identify ideal areas for natural trails. Many times these clubs will also establish development and maintenance agreements with cities to support extensions and upkeep over time, usually with a nominal annual amount of support for tools and supplies.

For new parks: (public + private)

Utilize the branding and wayfinding plan for city parks to define the expectations for new parks developed by the City or by developers. Many new developments will want to “brand” parks with their developments. At a minimum, the new parks should have the amenities and equipment prescribed by the minimum standards, and the wayfinding signage for parks should be incorporated into the neighborhood signage plan.

As city staff is reviewing plans for new parks, they must ensure that parks are connected to a project-wide trails and sidewalk system. These trails should also be connected to any city-wide or on-street trail and sidewalk system, which includes extending city-wide trails to the development connections.

New city parks shall follow policies and ensure that park budgets are increased as new city-managed park space is developed. Increases in budget are allocated through both full-time equivalent staffing or contracting amounts, in addition to financial budgeting for maintenance and improvements of parks and trails.

Adopting strong park policies that guide park development and land allocation will support future developments without making the process feel like a subjective process during zoning.

IMPLEMENTATION + UPDATES



Building lasting quality of life elements in the City of Justin.

The following tables highlight the short-term, mid-term, and long-term strategies for focusing limited City time and funding toward tangible outcomes for the community. As these tasks are completed, marking them off and adjusting this section will be the way to continue progressing over the lifespan of this PROS plan.

 GENERAL Overarching strategies will span the whole life of the PROS plan, and these focus on general procedures, such as regulation updates and research.	 SHORT TERM Items that should be accomplished within the next five years to ensure that the appropriate mechanisms to activate this PROS plan are met.
 MID TERM Strategies that span over the next ten years, focusing on building from short term strategies, and looking many years ahead for budgeting purposes.	 LONG TERM These are strategies that lead the community towards the future that we envision. Decisions in the short and mid term should take these strategies into account to avoid derailing these future endeavors.



GENERAL STRATEGIES

General Strategies represent overarching guidance for continued success through all short-term, mid-term and long-term programs. As City staff and elected officials shift over time, these strategies can help update the efforts and continue on the vision. This can also be used to adjust tactics or realign a program in case the appropriate funding, staffing

or implementation process has shifted. This can be due to the City receiving a grant, or not. It can also be used to adjust alignments with partner agencies, if their goals and strategies have adjusted. As the PROS Plan is implemented, there will be alignment adjustments and coordinated shifting over time.

General Strategies			
Strategy	Time Requirement	Cost	Partners
Perform annual updates of GIS maps, online and in this plan, to ensure development of infrastructure and city boundaries are continuously aligned in this document.	Moderate	\$	TxDOT NCTCOG Planning + Engineering
Perform amendments to the PROS plan to update maps accordingly.	Low	\$	Planning + Engineering
Develop a performance tracking system to highlight the work performed and support future PROS plan updates with data.	Low	\$	Planning + Engineering
Perform demographic updates every five (5) years to understand changes in the Justin community. Update those findings in the PROS Plan, as demographic update report attachments to the plan.	Low	\$	Planning NCTCOG Market Economist
Update Parks, Recreation and Open Space (PROS) Master Plan every five (5) years to ensure conformance with the Texas Parks and Wildlife Department requirements for grant funding.	Low	\$\$	Planning + Parks Dept Park Planner

SHORT-TERM STRATEGIES (0-5 YEARS)

Short-term strategies cover the next 5 years, but are not limited to just these strategies. Additional important and emergency tasks develop every day, so often these tasks take a side step to those endeavors.

Keeping in mind that gradual implementation of short-term strategies help to realize the long-term vision on a quicker pace. Having a City staff advocate in charge of implementing the PROS plan and other special projects will support continued implementation of these efforts.

Short-Term Strategies			
Strategy	Time Requirement	Cost	Partners
Create or update and adopt development regulations to align with the goals and outcomes of this PROS Plan.			
Parks, Recreation and Open Space Plan Update every five (5) years	Medium	\$	Planning Parks
Develop a brand and identity program that links all public facilities into a common brand, color scheme and material palette.	Medium	\$\$	City Manager EDC Brand Consultant
Support TxDOT on the design of FM 407 by identifying programmed wayfinding and branding inclusion in the development. Identifying pedestrian improvements at intersections, permission for signage and banners, upgraded landscaping and special lighting.	Medium	\$\$\$	TxDOT NCTCOG Planning Engineering City Manager
Support TxDOT on the design of FM 1171 by identifying programmed wayfinding and branding inclusion in the development. Identifying pedestrian improvements at intersections, permission for signage and banners, upgraded landscaping and special lighting.	Medium	\$\$\$	TxDOT NCTCOG Planning Engineering City Manager
Update park policies to align with the goals and outcomes of the Parks, Recreation, and Open Space Master Plan. This includes operation policy, budgeting and dedication and/or fee-in-lieu policies.	Low	\$	Planning Parks

MID-TERM STRATEGIES (5-10 YEARS)

Mid-term strategies build off the efforts in the short-term. These strategies allow for implementation of the more aggressive planning programs through fulfillment of construction of major infrastructure plans, implementing ideas and concepts, and improving on those short-term strategies

that were not completed. Ideally, with a five year update of the PROS Plan, these mid-term strategies will be folded into the short-term strategies and adjusted as needed.

Mid-Term Strategies			
Strategy	Time Requirement	Cost	Partners
Perform a five (5) year update to the Parks, Recreation and Open Space Master Plan.	Medium	\$	Planning Engineering Parks
For any major alignment changes, update City development codes and manuals to reflect substantial changes to align with updated comprehensive plan.	Low	\$	Planning Engineering Parks
Continue to implement and install brand and identity program recommendations, specifically as it applies to parks and trails improvements.	Medium	\$\$	All Departments EDC Developers
Support TxDOT on the construction of FM 407 and FM 1171 according to the designed upgrades the City has coordinated and approved funding to implement.	Medium	\$\$\$	TxDOT NCTCOG Planning Engineering City Manager
Continue to work with developers to align their visions for master plans to adhere to the goals and outcomes of this PROS Plan.	Low	\$	Planning Engineering

SPECIFIC IMPROVEMENTS LIST

The Park Board met to assemble the following program of improvements that should be prioritized as capital improvements within the park system. These also provide a budget gathered from various sources and contractors within the area. All prices should be verified prior to allocating funding for these individual improvements.

Desired Improvements			
Capital Improvement	Time Requirement	Cost Estimate	Dept
Install fences around basketball courts at City Hall and Reatta Park	Low	\$30,000 (Both Parks)	Parks
City Hall Park, remove volleyball court and replace with concrete pad and gazebo/shade structure, and replace gazebo/shade structure already at City Hall Park	High	no quotes generated	Parks
Install lighting (solar) at Dog Park, along trails in Timberbrook	Medium	\$500-1,000 per light (materials)	Public Works Parks
Add shade structures over: - Dog Parks in Timberbrook - Reatta Park playground	Medium	\$120,000 (6 total structures)	Parks
Add irrigation and create practice soccer/multi-purpose fields at Reatta Park, expand parking area	High	no quotes generated	Parks Public Works
Install bridge at the spillway on Tally Pond	High	no quotes generated	Parks Public Works
Install gravel pathway around and install dock on west side of Tally Pond	Medium	\$25,000 (materials)	Parks Public Works
Plant trees at Community Park to add shade (assuming 10 trees) and consider irrigation	Low	\$7,500 (trees)	Parks

PARK BOARD PROJECT WISH LIST

The Park Board met to assemble the following wish list of short, mid, and long-term strategies that will help them in their charge and also align with Development Services programs in the near future. This also establishes long term facilities that the Park Board would like the community to evaluate for future needs and interest.

Project	Details	Priority Level	Time Frame
10 Min Walk to a Park initiative	Adopt 10 Minute Walk to park as a priority in PROS plan	High	Short
Parks & Recreation Coordinator position	Create full-time Parks and Recreation coordinator position to lead Justin's P&R efforts.	High	Short-Mid
Parks Design Standards Manual	Develop with Development Services the standards for design and programming for existing and new parks in the City of Justin	High	Short
Acquire land	Acquire land and right-of-ways for future park and trail developments	Medium	Mid-Long
Park and City Wayfinding	Hire consultant to complete a Master Wayfinding and Signage program	Low	Short
10k+ Walk/Running Path	Wide enough for two way traffic. A measurable distance could open up the possibility of 5k/10k races as fundraisers for the city or other organizations. Would connect with Downtown Justin for shopping & restaurant access.	High	Short
Horse and Education Trails	Work trails in with an Education Center/Nature Walk Trails. On the outside of the parks system in more rural areas but still connected and branded.	Medium	Short
Dog Parks (City Owned/Managed)	Throughout the community accessible by the interconnected walkways.	High	Mid
Education Gardens	Tied to the Education Center an area for the community to learn how to grow/harvest fruits & vegetables. Build relationships and team work through volunteering. Host events focused on using food grown.	Low	Short
Restrooms	At all parks.	High	Short-Mid
Long-Term Facility Priorities	Perform a long-term priorities study to explore citizen interest in the following facilities:	High	Short
Fishing Ponds	Throughout the overall parks system accessible through the interconnected walkways. Docks and water features for beautification.	Medium	Mid
Golf Course	On the edge of the parks system as a destination but reachable through the interconnected walkways.	Low	Long
Sports Complex	Centrally located with multiple fields, concession stands, shade structures, restrooms, seating, furniture, a pool, multi-use surfaces, and pavilions.	High	Short-Mid
Splash Pads	Destination splash pad or a couple smaller ones throughout the city.	High	Short
Musical Playground	Interactive musical playground equipment. Xylophone, drums, long pipes, etc. This would be a specific destination playground.	Medium	Short
Recreation, Senior & Education Center	Recreation center with indoor playgrounds, gym/fitness center, meeting/activity rooms for camps, after school activities. Showcase natural resources, have educational activities, star gazing, camp outs, boy scout type activities, etc. Seating/climbing features made of trees, large rocks and hills for slides. Playground built into the landscape.	High	Mid-Long
Interactive/Imaginative Playground	Large sand pit/box for kids to dig in. Mini-construction or old Construction equipment to play with/on/climb. Lots of buckets and shovels. Integrate water features for imaginative play.	Medium	Short-Mid
Inspiration	https://www.nationalgeographic.com/travel/article/best-playgrounds-around-world-family-travel https://www.sunnycitykids.com/blog/outdoor-playgrounds		

APPENDIX

DEMOGRAPHICS + MARKET DEMAND

The City has experienced and is projected to continue to experience rapid population growth.

As the growth pressure moving outwards from Fort Worth and Dallas has become more significant, Justin will have increased needs for infrastructure, parks, new development, and additional retail and commercial.

Balanced growth is a major priority due to the rapid population growth projected for Justin. The City of Justin has a projected annual growth rate of 12% for the next five years. Balanced growth includes maintaining or bettering the character of Justin while ensuring infrastructure, parks, and thoroughfares can sustain higher volumes of traffic. Lastly, creating or expanding a market that can benefit from the growth.

Economic development is seen as a priority in Justin as a new market is established to support the next wave of growth for the City. This will include supporting new and emerging industries, downtown, other retail centers, and regional destinations like Justin Discount Boots & Cowboy Outfitters.

Creating destinations in the City of Justin is an emerging priority as these will improve the quality of life for residents and increase the regional draw for populations outside of Justin. Such destinations include restaurants, boutique shops, arts and entertainment, parks and trails, and festivals or parades. Creating community events is an excellent way to draw in regional visitors and showcase the Justin economy while capturing additional retail and commercial spending or tax dollars.

Lastly, aligning with Justin's brand and identity will be crucial to steering growth in the right direction as Justin grows and priorities change. Justin is a city that promotes a rural community culture while maintaining a desire to grow the population and tax base.

Macro Population Trends

Texas makes up nearly 9% of the total population in the United States yet accounted for more than 32% of the total population growth between 2019 and 2020. According to the US Census Bureau, Texas reached a population of 29,527,941 by July 2021 and is one of the top recipients of domestic migration. More specifically, the urbanized areas of Texas have generated almost all the population growth annually. This trend is anticipated to continue considering Texas is home to five of the largest fifteen cities in the US and has 40 cities with over 100,000. 13 of the 100 largest cities in the US are in Texas. The US Census Bureau estimated that Texas' population grew by 310,288 from July 2020 to July 2021. The suburban ring counties are among the fastest growing, even faster than the Texas population. Based on population projections from the Texas Demographic Center (TDC) utilizing historical growth patterns, it's projected that Texas could reach nearly 55 million residents by 2050.

Regional Population Trends

Denton County is one of the fastest-growing counties in the United States. It is estimated that Denton County grew 3.9% between April 2020 and July 2021, a significant growth that has happened historically and is projected to continue. Denton County grew by 243,808 residents between 2010 and 2020, a total increase of 36.8%. The Texas Water Development Board estimates that Denton County will be home to 1,329,551 people by 2040 and reach a population of 1.6 million by 2050, a significant increase from the current population of 941,647.

Historical Population of Justin

Justin was established in 1848 but experienced its first significant growth in 1883 after the northern expansion of the Santa Fe Railroad. By 1904 the population in Justin was 476 and increased to 700 by 1941. In 1946 the City of Justin was officially incorporated. The City of Justin had a population of 496 in 1950, a decrease from local counts in years prior after incorporating in 1946. This is likely due to the City of Justin being incorporated in 1946 and establishing city limits, excluding those who may have been counted previously. By 2000, the population had nearly quadrupled since 1950, bringing the total population to 1,891.

Justin Historical Population		
Year	Population	10-Year Population Growth
1950	496	-
1960	622	25.4%
1970	741	19.1%
1980	920	24.2%
1990	1,234	34.1%
2000	1,891	53.2%
2010	3,246	71.7%
2020	4,409	35.8%

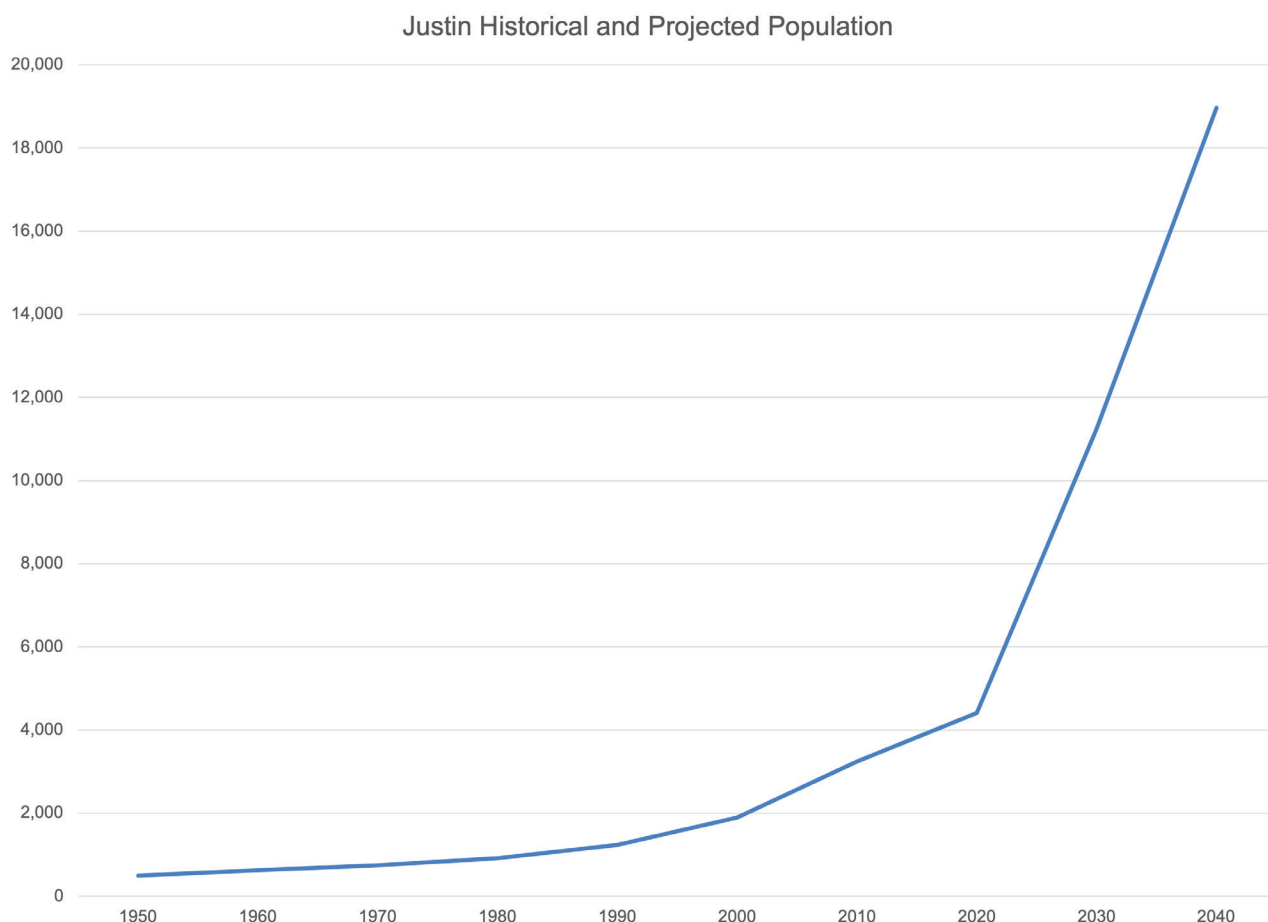
Current and Projected Population

The 2022 population of the City of Justin is 5,451, up from 4,409 in 2020. The City of Justin accounts for only 0.56% of the total Denton County population, with most of the population in the County along Interstate 35E and the City of Denton. The City of Justin is estimated to grow by 12% over the next five years to a population of 9,606 in 2027. The estimated population in 2032 is projected to be 12,428 and is anticipated to grow to 19,764 by 2042 as Justin approaches its buildout.

The City of Justin is located within the comparatively fast-growing Dallas-Fort Worth Metroplex that has grown from a population of 5.2 million in the year 2000 to a current population of over 7.6 million. With exponential growth anticipated, Justin's future growth should be managed to guide future development. A comprehensive plan serves as the guiding document in creating a community-driven vision for managing growth. Development pressure is moving outwards from the urban core of Dallas and Fort Worth due

to land prices, supply of buildable land, and other factors. As the Dallas Fort Worth Metroplex grows, communities like Justin are positioned to absorb this growth, as seen in the map below. This chart shows the population visually by dot density.

Justin Projected Population	
Year	Population
2022	6,127
2027	9,327
2030	11,247
2035	15,232
2040	18,963
2042	19,764



Income

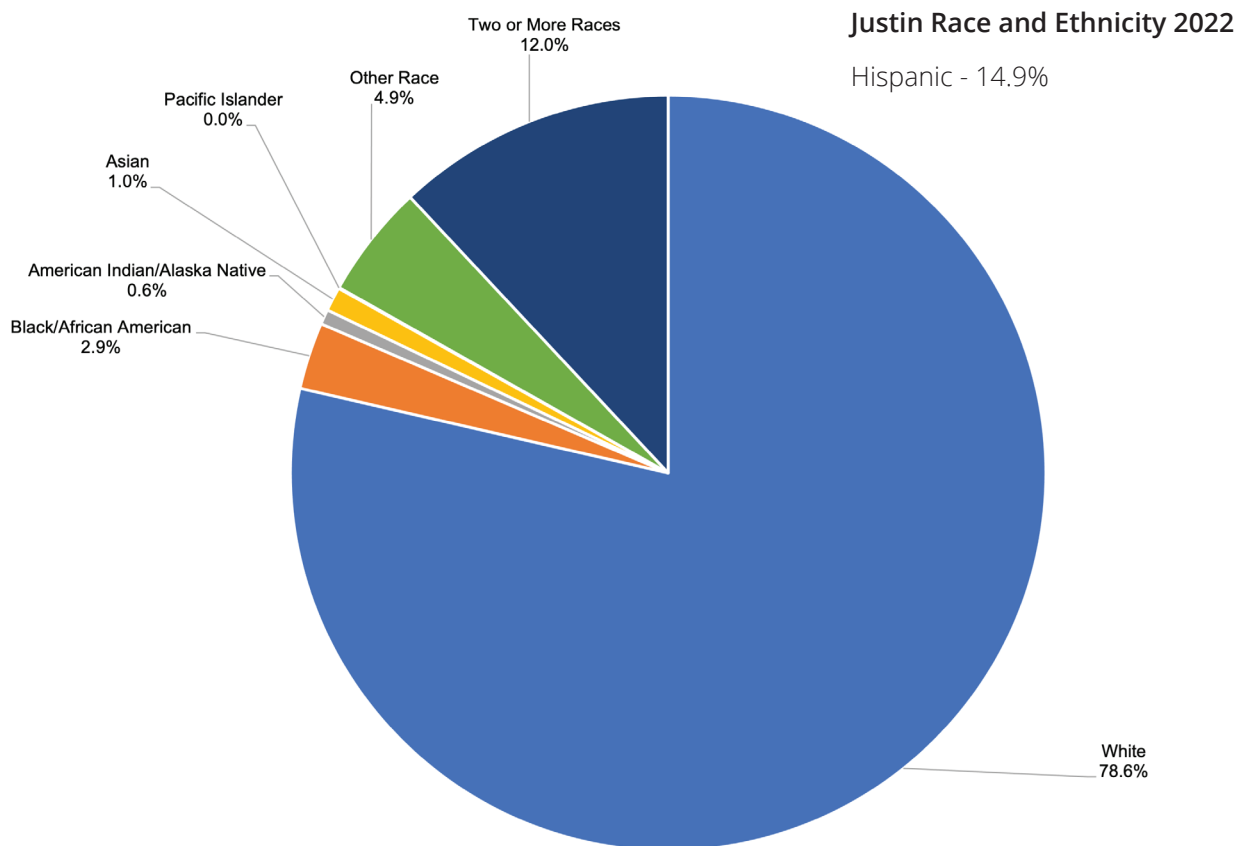
The City of Justin has a strong income base, with the median household income at \$97,013, similar to Denton County's median income of \$99,674 and above the DFW Metroplex's median income of \$79,627. The average income for the City of Justin is \$122,172, while the median disposable income is \$81,204. Income is an indicator of the ability of residents to spend on retail, entertainment, and food, resulting in an estimation of the commercial health of a market. Households earning between \$100,000 to \$149,999 make up the largest share of Justin's households (21.8%). Approximately 48.5% of households within Justin make \$100,000 or greater. Justin's overall wealth and spending power are strong and should allow for future commercial and supporting uses.

Justin Projected Population

	Median Household Income	Average household Income	Median Disposable Income
Justin	\$97,013	\$122,172	\$81,204
Denton County	\$99,674	\$133,545	\$82,338
DFW MSA	\$79,627	\$112,622	\$66,332

Race and Ethnicity

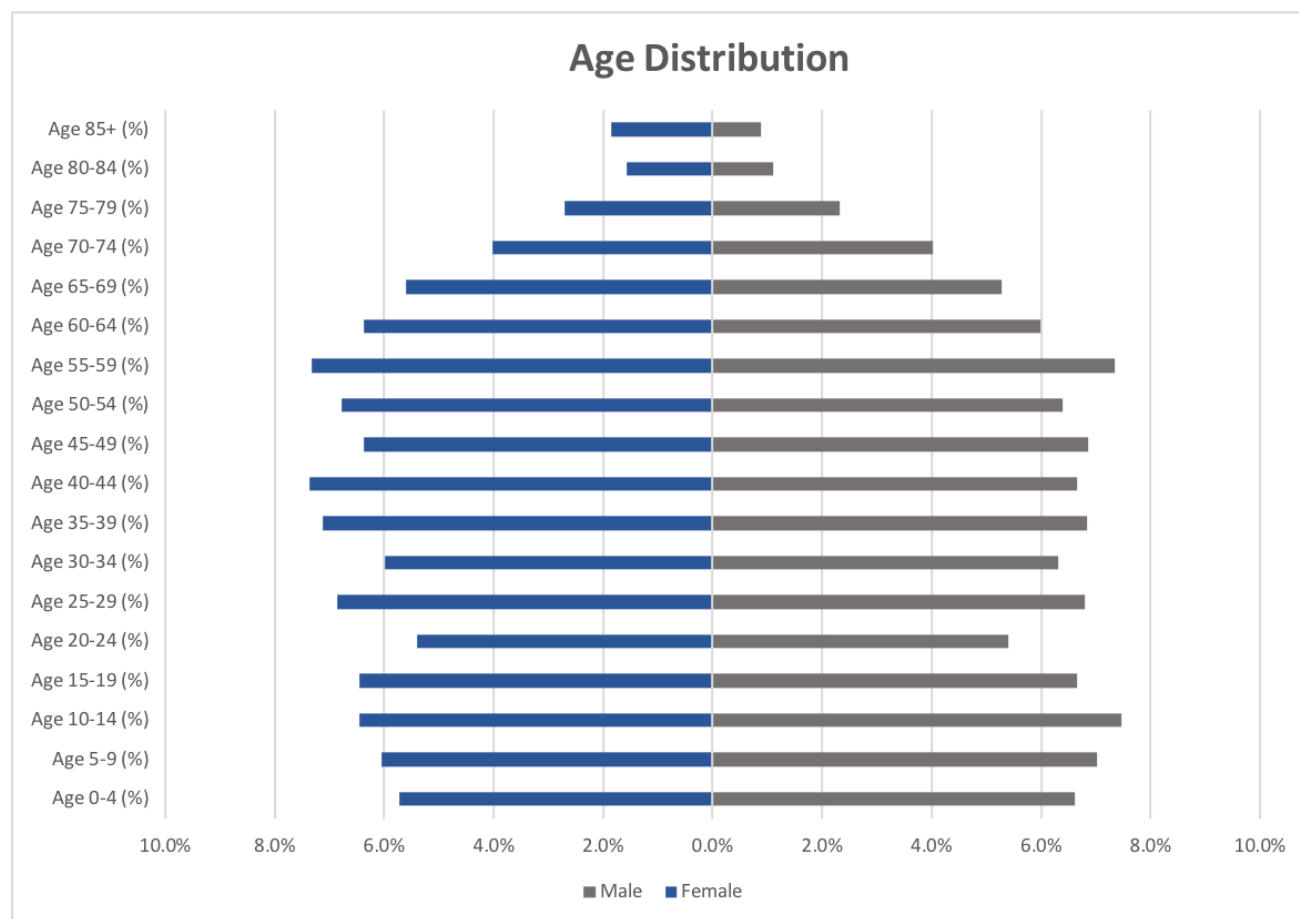
The dominant racial and ethnic make-up of the City of Justin is White, at 78.6%, and Hispanic, at 14.9%. In comparison, Denton County is 57.3% White and 20.8% Hispanic. Diversity in population brings about different retail needs, preferences, and choices.



Age

The median age in Justin is 38.9, the same as the national median age and slightly higher than the State of Texas (35.4). Compared to Denton County, which has a median age of 34.9, Justin has a somewhat older population. Roughly 27% of the population is

between the ages of 35 and 54, which the Bureau of Labor Statistics defines as the prime earning years. Over half of the residents within this prime earning years category are between the ages of 35 and 44.



Employment

Justin residents are primarily employed in what would be considered White Collar industries, with 42.2% of residents employed in the Professional or Management/Business/Financial industries. The employed population by industry and occupation helps provide a snapshot of potential businesses that could find an experienced workforce within Justin. Inflow and Outflow data from the US Census Bureau

shows that 98.2% of Justin residents commute to a location outside of Justin daily for work. A visual representation of this inflow and outflow is seen below. This drain of the daytime population is a missed opportunity for capturing daytime retail sales for lunch or errands during the day. Without the numerous commercial services available for a workforce population, those needs are being satisfied

elsewhere. Conversely, 97.5% of those employed within the City of Justin live outside the city limits. This large swap of workforce populations into and out of Justin can, over time, significantly impact mobility and traffic congestion. Targeting industries for locations within Justin that can employ Justin residents would decrease the traffic volume and can reduce that congestion as residents live closer to where they work.

Educational Attainment

The City of Justin is well educated; 93.7% of the 25+ population have received a high school diploma, including a GED equivalent. This is compared to the State of Texas, which reported 86.5% of the 25 or older population had received a high school diploma or a GED equivalent. 35.2% of the Justin residents have obtained a bachelor's degree, while 9.6% have achieved a graduate/professional degree. A well-educated population generally translates to higher incomes and discretionary spending within the city.

Psychographics

Psychographics are developed through quantitative and qualitative methodologies to understand the nuances of consumers' psychological attributes. Psychographics study personality, values, opinions, attitudes, interests, and lifestyles in concert with traditional demographic factors. This includes various topics, such as health, politics, and technology adoption. Each consumer's unique attitudes influence their lifestyle choices. And their lifestyles impact their purchasing decisions on housing, clothing, food, entertainment, and more.

Psychographics are critical in understanding a population's attitudes and interests rather than being limited by "objective" demographics. While demographics can tell us about a household's size

Justin Employed Population (16+) by Occupation	
White Collar	66.5%
Management/Business/ Financial	22.0%
Professional	20.2%
Sales	11.4%
Administrative Support	12.8%
Services	10.7%
Blue Collar	22.8%
Farming/Forestry/Fishing	0.0%
Construction/Extraction	6.4%
Installation/Maintenance/ Repair	4.0%
Production	4.2%
Transportation/Material Moving	8.2%

and average income, psychographics can help to paint a picture of why that family may purchase a particular item or have preferences related to technology. These insights enable people to find similar-interest households, linking those with similar interests and attitudes, even if they're from different communities.

The segmentation profile for Justin is based on the Esri Tapestry lifestyle segmentation. Each household's psychographic segment is assigned based on the dominant lifestyle segment. Once aggregated, a descriptive snapshot of the customer base can be derived. Tapestry classifies residential neighborhoods across the US into 67 unique segments based on demographic and socioeconomic characteristics. This generates more insight so that the best customers and underserved markets can be identified. The top segments within Justin are summarized as follows:

PSYCHOGRAPHICS

Workday Drive (51.3%)

US Households: 3,541,300

Average Household Size: 2.97

Median Age: 37.0

Median Household Income: \$90,500

Workday Drive is an affluent, family-oriented market with a country flavor. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, online banking or housekeeping services, and family-oriented pursuits.

Middleburg (35.1%)

US Households: 3,511,200

Average Household Size: 2.75

Median Age: 36.1

Median Household Income: \$59,800

Middleburg neighborhoods transformed from the easy pace of country living to semirural subdivisions in the last decade as the housing boom spread beyond large metropolitan cities. Residents are traditional, family-oriented consumers. Still more country than rock and roll, they are thrifty but willing to carry some debt and are already investing in their futures. They rely on their smartphones and mobile devices to stay in touch and pride themselves on their expertise. They prefer to buy American and travel in the US. This market is younger but growing in size and assets.

Southern Satellites (13.5%)

US Households: 3,856,800

Average Household Size: 2.67

Median Age: 40.3

Median Household Income: \$47,800

Southern Satellites is the second largest market in rural settlements but within metropolitan areas located primarily in the South. This market is typically slightly older, settled married-couple families who own their homes. Two-thirds of the homes are single-family structures; almost a third are mobile homes. Median household income and home value are below average. Workers are employed in various industries, such as manufacturing, health care, retail trade, and construction, with higher proportions in mining and agriculture than in the US. Residents enjoy country living, preferring outdoor activities and DIY home projects.





City of Justin

PARKS, RECREATION, AND OPEN SPACE

MASTER PLAN

ORDINANCE NUMBER 781-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, ADOPTING THE PARKS, RECREATION, AND OPEN SPACE (PROS) PLAN AS A SEPARATE PLAN; PROVIDING FOR THE IMPLEMENTATION OF THE PLAN; AND ESTABLISHING EFFECTIVENESS.

WHEREAS, the City of Justin is committed to the maintenance and enhancement of its public parks, recreation facilities, and open spaces, recognizing these areas as vital elements of the overall quality of life for its residents; and

WHEREAS, the Imagine Justin Comprehensive Plan, adopted on March 28, 2023, includes the Parks, Recreation, and Open Space (PROS) Plan, which sets forth a vision and framework for the future development and enhancement of the City's parks, recreation, and open space offerings; and

WHEREAS, it is deemed necessary to update the strategic objectives of the Parks Board as listed in the "Parks Board Wish List" on page 39 of the PROS Plan to align with current and future needs and goals; and

WHEREAS, the adoption of this plan will facilitate the City's ability to pursue grants and other funding opportunities to implement the plan effectively and provide updated guidance and direction to the Parks Board;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

Section 1. Incorporation of Premises. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

Section 2. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 3. Severability Clause. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this ordinance, or the Comprehensive Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, and the remaining portions shall remain in full force and effect.

Section 4. Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED ON THE FIRST READING BY THE CITY COUNCIL ON THE 23rd DAY OF MAY , 2024.

**PASSED ON SECOND READING BY THE CITY COUNCIL ON THE __ DAY OF __,
2024.**

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

Approved as to form:

City Attorney



JUSTIN
1887

CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda item

PUBLIC COMMENTS

Request by

MENDOZA

Date Submitted

09/09/2024

Priority

Background info

WE NEED TO ADDRESS:
a) How and when we are going to address them
b) Decorum

Expected Council Action

Next Council Meeting

Staff Preparation



JUSTIN
1887

CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda Item

ETHICS BOARD

Request by

MENDOZA

Date Submitted

05/09/2024

Priority

Background info

- a) We need an ethics Board Report
- b) Review Ethics Complaints Process

Expected Council Action

Next council meeting

Staff Preparation



CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda item

Council Appt Process

Request by

MENDOZA, TOMAS

Date Submitted

05/09/2024

Priority

Background info

WE NEED TO DISCUSS AND CONFIRM
PROCESS

Expected Council Action

NEXT MEETING

Staff Preparation

RESOLUTION NO. 614-23

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL
ADOPTING POLICY AND PROCEDURES IN COMPLIANCE
WITH THE CITY CHARTER FOR APPOINTMENTS TO FILL A
VACANCY ON THE CITY COUNCIL AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the qualified voters of the City of Justin, at the uniform election day on November 8, 2022, elected to adopt the proposed City of Justin Home Rule Charter; and

WHEREAS, section 3.06(3-5) of the City Charter prescribes the minimum requirements if a vacancy occurs in the office of Mayor or Councilmember; and

WHEREAS, the policy set forth herein are intended to ensure a consistent and equitable process for an appointment to fill a vacancy.

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

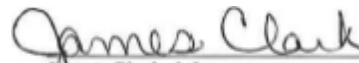
SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. The City Council adopts the following policy attached as Exhibit "A" in compliance with the Home Rule Charter to fill a vacancy by appointment.

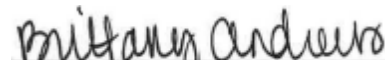
SECTION 3. That this Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED by the City Council of the City of Justin, Texas, on the 7th day of July, 2023.

APPROVED:


James Clark, Mayor

ATTEST:


Brittany Andrews, City Secretary

APPROVED AS TO FORM:

City Attorney

Council Member Vacancy Policy and Procedure

1. Selection and Appointment

- a. Applicants must use the form provided as Attachment A to apply for a vacant City Council position.
- b. Appointees shall be qualified by City staff prior to being appointed by the City Council.
- c. Qualified applications will be provided to the City Council for further review.
- d. It is the policy of the City Council to evaluate applicants on an objective basis, utilizing the following criteria:

1. Residency – Residency in the City Limits is required.
2. Sectional Composition – Normally, consideration should be given toward maintaining an equitable balance of community representation on all boards and commissions.

The City Council will not appoint a member of any Council Member's immediate family or household to a Board or Commission, to avoid the appearance of favor and to increase community representation.

3. Knowledge of Municipal Processes – When ranking equally qualified applicants, the Council will consider background experience and knowledge of the municipal process as appropriate to the position, in reaching its decisions.
 4. Contributive Potential – The Council will evaluate the potential contribution that each applicant may make if appointed to a board or commission. Criteria to guide the Council in its evaluation may include:
 - i. Ability to communicate.
 - ii. Desire to perform public service.
 - iii. Ability to express ideas, concepts, or philosophies.
 - iv. Desire to participate in decision-making process.
 5. Leadership Potential – Since each appointee may be called upon to serve as a Chair, the Council will evaluate leadership abilities such as:
 - i. Past or present leadership experience (current employment, special interests, etc.)
 - ii. Past or present participation in community services
 - iii. Expressed interest in a leadership role.
 6. Time Available to Serve – The City Council will need to be assured that the candidate will be available to serve at the scheduled meetings.
 7. Charter- Applicants must meet all requirements of the City of Justin home-rule Charter, including passing the required background check.
- e. A majority of the City Council Members must approve any appointment.
 - f. Appointed Council Members will be notified in writing of their appointment and term dates.
 - g. Applicants not selected for appointment may be kept on file for consideration of future vacancies.

City of Justin Vacant Council Position application

First Name* _____ **Last Name*** _____

Permanent Address* _____

City* _____ **State*** _____ **Zip Code*** _____

Public Mailing Address (optional) _____

City _____ **State** _____ **Zip Code** _____

Telephone Contact Information (optional) Home: _____

Office: _____ **Cell:** _____

Public Email Address(optional) _____

Occupation (Do not leave blank) _____

Date of Birth * _____

Voter Registration VUID Number (Optional) _____

Felony Conviction Status (You must check one)	Length of continuous residence as of date of this application	
☐ I have not been finally convicted of a felony.	In the State of Texas	In Territory/District/Precinct For which office sought is selected
☐ I have been finally convicted of a felony, but I have been pardoned of otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application.	____ years	____ years
	____ months	____ months

By signing below, you acknowledge that the information provided is correct to the best of your ability. *

Applicant Signature _____ **Date of Submission** _____