

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



December 10, 2019 at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE** – Gabriel Guerrero and Kylie Cannady, Art Club, Emile Elementary

TEXAS PLEDGE OF ALLEGIANCE

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

3. **INVOCATION** – Jimmie Cottle, Police Chaplain
4. **PRESENTATIONS**
 - 4A. Mayor's Report
 - 4B. Councilmembers' Report
 - 4C. City Manager's Report

5. WORK SESSION/BRIEFINGS

- 5A. Receive presentation on the proposed budget amendments for FY2020.

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2019.
- 6B. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2019.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 8A. Consider action to approve City Council minutes from November 26, 2019, Regular meeting.
- 8B. Consider action to approve Resolution No. R-2018-122 of the City Council of the City of Bastrop, Texas approving the 2019 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.
- 8C. Consider action to approve the second reading of Ordinance No. 2019-63 of the City Council of the City of Bastrop, Texas, rezoning Farms End Estates Lot 3 from P-5, Core, to P-4, Mix, located at 1706 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.
- 8D. Consider action to approve the second reading of Ordinance No. 2019-67 of the City Council of the City of Bastrop, Texas, rezoning 0.683 acres of Farm Lot 37 East of Main Street from P-3 Neighborhood to P-5 Core, located 1302 SH 95, within the City Limits of



Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

- 8E. Consider action to approve the second reading of Ordinance No. 2019-68, of the City Council of the City of Bastrop, Texas, rezoning 0.193 acres of Building Block 6 West of Water Street, from P-5 Core to P-4 Mix, located 1110 Water Street within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.
- 8F. Consider action to approve the second reading of Ordinance No. 2019-69 of the City Council of the City of Bastrop, Texas, rezoning 0.129 acres of Building Block 6, West of Water Street, from P-5 Core to P-4 Mix, located 703 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.
- 8G. Consider action to approve the second reading of Ordinance No. 2019-70 of the City Council of the City of Bastrop, Texas, rezoning 0.353 acres of Building Block 8, West of Water Street, from P-CS Civic Space to P-5 Core, located 1028 Main Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.
- 8H. Consider action to approve the second reading of Ordinance No. 2019-72 of the City Council of the City of Bastrop, Texas, rezoning 0.214 acres of Building Block 1 West of Water Street from P-3 Neighborhood, to P-4 Mix, located at 701 Austin Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.
- 8I. Consider action to approve the second reading of Ordinance No. 2019-73 of the City Council of the City of Bastrop, Texas, rezoning 1.866 acres of Bradford Subdivision, Lot 2 Fraction from P-3 Neighborhood, to P-4 Mix, located at 1903 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.
- 8J. Consider action to approve the second reading of Ordinance No. 2019-74 of the City Council of the City of Bastrop, Texas, rezoning 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street from P-3 Neighborhood, to P-4 Mix, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.
- 8K. Consider action to approve the second reading of Ordinance No. 2019-75 of the City Council of the City of Bastrop, Texas amending the Bastrop Building Block Code (B3) as adopted by Ordinance No 2019-51, Chapter 2, titled "Zoning Procedures", Article 2.4, titled "Administration," Sections 2.4.002(b) and 2.4.003(b); allowing Zoning Board of Adjustment members to be alternates for the Planning and Zoning Commission, attached as Exhibit A; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Conduct public hearing and consider action to approve Resolution No. R-2019-134 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, located at 1305 Pine Street, also known



as the Beverly & Lula Kerr House, within the city limits of the City of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

- 9B. Consider action to approve Resolution No. R-2019-131 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendars for Fiscal Year 2021, as shown in Exhibit A; repealing all resolutions in conflict; and establishing an effective date.
- 9C. Consider action to approve the first reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 14, 2020 City Council Consent agenda for a second reading.
- 9D. Consider action to approve Resolution No. R-2019-132 of the City Council of the City of Bastrop, Texas, expressing official intent to reimburse certain water and wastewater expenditures of the City of Bastrop, Texas; attached In Exhibit A; providing a severability clause; and providing an effective date.
- 9E. Consider action to approve Resolution No. R-2019-120 of the City Council of the City of Bastrop, Texas approving an Amendment to Task Order No. BAS.006C to KSA Engineers for additional engineering services to receive sanitary sewer flows from the north side of Highway 71 in the amount of One Hundred Twenty-one Thousand Five Hundred Dollars and Zero Cents (\$121,500.00) as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9F. Consider action to approve Resolution No. R-2019-135 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of one million seven hundred fifty-one thousand two hundred fifty-four dollars and zero cents (\$1,751,254.00) to Muniz Concrete and Contracting, INC. for the construction of the Main Street Rehabilitation project as shown in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct an annual performance evaluation of the City Manager as required by her employment agreement.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.
- 10C. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding legal aspects of the City of Bastrop's Personnel Policies Manual.
- 10D. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property located on MLK Drive.

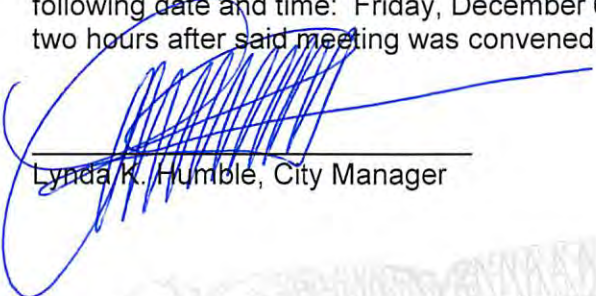


10E. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding the law applying to the formation, adoption and implementation of land use, construction, and development codes, including public notices, public hearings, and public communications.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, December 6, 2019 at 7:15 p.m. and remained posted for at least two hours after said meeting was convened.



Lynda K. Humble, City Manager



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 4A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
December 10, 2019



Latest Activities

November 15 - December 3

Events in 2019: 304



Wassail Fest Judges



TML
Region
10 Mtg



CRCA Interview



Feed the Need
Gobble Kits



Tree Lighting



Mina Elementary Career Day



Men Who Cook



Planned Events

December 6 - 31

- December 6 – “Best Christmas Pageant Ever – The Musical” (Opera House)
- December 10
 - Generation Citizen Project Judge
 - Bastrop County Complete Count Committee meeting
 - Council Meeting
- December 11 – CAPCOG Lunch
- December 12 – Chamber “Mingle Jingle”
- December 13
 - TX21 Regional Meeting
 - BCHS “Rendezvous”
- December 14 –
 - Holiday Open House in Downtown Bastrop
 - Annual Holiday Open House at the Library
 - Lost Pines Christmas Snow Day
 - Lighted Christmas Parade
- December 16 – BEDC Board Meeting
- December 19 – Kovar Land Services Ribbon Cutting
- December 20 – Reception for 1st Sgt. Filipowski



Upcoming Events & City Meetings

- January 6 – Library Board Meeting
- January 8 – Chamber Luncheon
- January 11 – Happy Healthy New Years Bash (ITT Kick-off)
- January 14 – City Council Meeting





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 4B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

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- (2) information regarding holiday schedules;
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- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 5A

TITLE:

Receive presentation on the proposed budget amendments for FY2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2020 budget was approved by City Council on September 24, 2019. Since that approval, the City has closed the FY2019 fiscal year and needs to carry-over amounts relating to ongoing projects. The budget amendment explanations are detailed in the Exhibit A to the ordinance.

POLICY EXPLANATION:

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:

Various – See All Funds Summary

ATTACHMENTS:

- Exhibit A to Ordinance
- All Funds Summary FY2020 – updated to reflect proposed amendments



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2019.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

The General Fund ended the year with revenues exceeding expenditures by 3%. The revenue exceeded the budgeted amount by 1.6%. All departments in the General Fund ended the year at 98% of budget expectations. This strong finish leaves the General Funds fund balance at 26%, exceeding the 25% required by the Financial Management Policy.

Funds with negative variances:

REVENUE

- Water/Wastewater Fund – the revenue was higher than in the previous year but short of the forecast. The forecast includes estimates of when business and homes will come online.
- Impact Fund – the revenue was based on 100 new Service Unit Equivalent (SUE) on the system this year. We are YTD at 77.
- Vehicle/Equipment Replacement Fund – this funds revenue was short because of gain on sales was not realized. We did not auction as many vehicles as we had projected.
- Electric – the pass-through generation charge that comes from LCRA has been going down over the past several years. Even though we have added more customers, consumption billed is down.
- Cemetery – the revenue was based on 15 resident and 55 non-resident fees. We have sold 34 resident and 22 non-resident YTD. Because the fee is not the same for both our revenue is less than forecasted.

EXPENDITURES

- Water/Wastewater Debt Fund- The was one payment for interest on a bond that was issued right at the end of last year that made this fund negative.

POLICY EXPLANATION:

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2019-90 on October 22, 2019.

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending September 30, 2019



CITY OF BASTROP

Comprehensive Monthly Financial Report
September 2019



Performance at a Glance as of September 30, 2019



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	POSITIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	WARNING	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	WARNING	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 14
Legal fees	N/A	Page 15
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of >5% compared to seasonal trends	

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2019

ECONOMIC INDICATORS	September 30, 2019— NEWS FOR YOU
ECONOMY	
<u>National:</u>  Real gross domestic product (GDP) increased at an annual rate of 1.9% in the 3rd quarter of 2019. This is down from 2.0% from 2nd quarter 2019. The personal income increased by .3% in September 2019 after increasing in August 2019 by .5%. (All of these reported by the Bureau of Economic Analysis.) <u>U.S. Retail Sales:</u>  Down .3% in September 2019 <u>Texas Leading Index:</u>  This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 128.05 in September 2019, down .26% from August 2019 and down 1.03% from one year ago.	Attached is the Comprehensive Monthly Financial report for September 2019. This is 12 months of FY 2019, or 100% of the fiscal year is complete. <u>Revenues:</u> Overall, the City has earned \$38,001,353. This amount is 96% of the approved budget of \$39,425,537 and is .6% higher than the amount forecasted through the month of September. <u>Expense:</u> Overall, the City has spent 15% less than forecasted.
UNEMPLOYMENT	Noteworthy
<u>State-wide:</u>  The state unemployment is 3.3% in September 2019 which is down from August 2019. <u>Bastrop:</u>  Bastrop County has an unemployment rate of 2.9% in September 2019 which is up from 3.5% in July 2019.	N/A

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2019

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2019 Budget</u>	<u>FY2019 Forecast</u>	<u>FY2019 YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 11,610,702	\$ 11,610,702	\$ 11,790,748	1.6%
Designated	58,100	58,100	67,999	17.0%
Innovation	928,825	928,825	1,007,213	8.4%
Street Maintenance	1,106,000	1,106,000	1,124,827	1.7%
Debt Service	2,637,663	2,637,663	2,659,797	0.8%
Water/Wastewater	5,707,190	5,707,190	5,625,297	-1.4%
Water/Wastewater Debt	2,235,643	2,235,643	2,319,037	3.7%
Water/Wastewater Capital Proj	155,000	155,000	177,971	14.8%
Impact Fees	509,600	509,600	434,000	-14.8%
Vehicle & Equipment Replacement	611,563	611,563	602,256	-1.5%
Electric	7,721,040	7,721,040	7,541,492	-2.3%
HOT Tax Fund	3,614,246	3,614,246	3,692,645	2.2%
Library Board	20,550	20,550	30,426	48.1%
Park/Trail Land Dedicaiton (1)	102,791	500	22,991	4498.2%
Cemetery	113,700	113,700	88,903	-21.8%
Capital Bond Projects	75,000	68,750	112,097	63.1%
Grant Fund	1,644,576	115,250	121,606	5.5%
Hunter's Crossing PID	573,348	573,348	582,048	1.5%
TOTAL REVENUES	\$ 39,425,537	\$ 37,787,670	\$ 38,001,353	0.6%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
WARNING	= Negative variance of 1-5% compared to forecast
NEGATIVE	= Negative variance of >5% compared to forecast

(1) Budgeted revenue was received at end of FY18

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2019 Budget</u>	<u>FY2019 Forecast</u>	<u>FY2019 YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 11,620,703	\$ 11,620,703	\$ 11,405,955	-1.8%
Designated	535,150	535,150	78,353	-85.4%
Innovation	2,375,488	2,375,488	1,667,947	-29.8%
Street Maintenance	566,797	566,797	87,470	-84.6%
Debt Service	2,716,641	2,716,641	2,716,675	0.0%
Water/Wastewater	5,821,984	5,821,984	5,712,213	-1.9%
Water/Wastewater Debt	1,425,805	1,425,805	1,441,890	1.1%
Water/Wastewater Capital Proj.	2,857,105	2,857,105	1,402,789	-50.9%
Impact Fees	972,647	972,647	762,396	-21.6%
Vehicle & Equipment Replacement	423,764	423,764	323,971	-23.5%
Electric	8,344,778	8,344,778	7,725,876	-7.4%
HOT Tax Fund	3,972,045	3,972,045	3,449,636	-13.2%
Library Board	21,475	21,475	16,435	-23.5%
Park Dedication	107,977	-	-	0.0%
Cemetery	210,680	210,680	194,770	-7.6%
Hunter's Crossing PID	142,720	142,720	97,240	-31.9%
Capital Projects (Bond)	5,551,132	3,551,132	1,861,539	-47.6%
Grant Fund	1,644,576	604,576	284,631	-52.9%
TOTAL EXPENSES	\$ 49,311,467	\$ 46,163,490	\$ 39,229,786	-15.0%
Surplus/(Shortfall)	\$ (9,772,730)	\$ (8,375,820)	\$ (1,228,433)	-85.3%

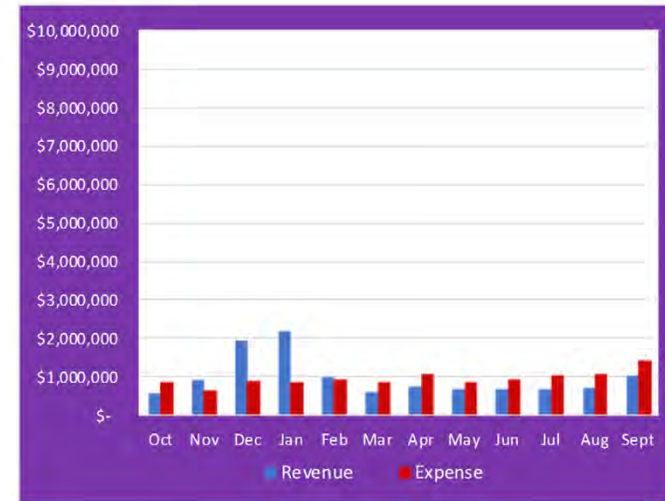
POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	\$ 579,372	\$ 860,860	\$ (281,488)
Nov	911,134	664,939	\$ 246,195
Dec	1,937,802	897,305	\$ 1,040,497
Jan	2,180,486	846,227	\$ 1,334,259
Feb	998,718	931,640	\$ 67,078
Mar	611,908	864,243	\$ (252,335)
Apr	742,215	1,079,453	\$ (337,238)
May	695,602	849,171	\$ (153,569)
Jun	681,571	925,729	\$ (244,158)
Jul	691,880	1,014,465	\$ (322,585)
Aug	719,598	1,054,348	\$ (334,750)
Sept	1,040,461	1,417,574	\$ (377,113)
Total	\$ 11,790,747	\$ 11,405,954	\$ 384,793
Cumulative Forecast	\$ 11,610,702	\$ 11,620,703	\$ (10,001)
Actual to Forecast \$	\$ 180,045	\$ 214,749	\$ 394,794
Actual to Forecast %	1.55%	1.85%	3.40%



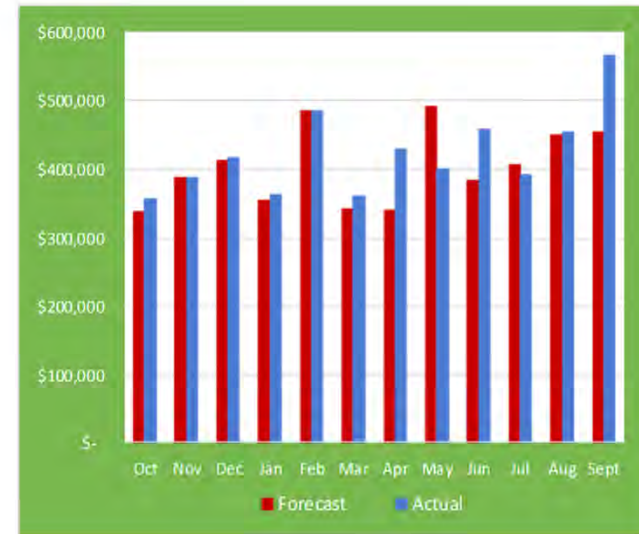
POSITIVE

Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 3.4%. All departments ending the year within budget.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2019

SALES TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	\$ 340,507	\$ 357,918	\$ 17,411
Nov	389,151	389,073	\$ (78)
Dec	413,473	417,882	\$ 4,409
Jan	356,548	364,452	\$ 7,904
Feb	485,934	485,877	\$ (57)
Mar	342,660	362,397	\$ 19,737
Apr	341,233	430,868	\$ 89,635
May	492,115	402,469	\$ (89,646)
Jun	385,827	460,236	\$ 74,409
Jul	408,944	392,913	\$ (16,031)
Aug	452,076	455,439	\$ 3,363
Sept	455,922	568,422	\$ 112,500
Total	\$ 4,864,390	\$ 5,087,946	\$ 223,556
Cumulative Forecast	\$ 4,864,390		
Actual to Forecast	\$ 223,556	4.6%	



POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 4.6% greater than forecasted YTD.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

PROPERTY TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	\$ 35,395	\$ 39,476	\$ 4,081
Nov	176,976	251,445	\$ 74,469
Dec	1,380,410	1,331,743	\$ (48,667)
Jan	1,415,806	1,601,144	\$ 185,338
Feb	389,347	261,204	\$ (128,143)
Mar	70,790	21,379	\$ (49,411)
Apr	64,790	27,483	\$ (37,307)
May	6,000	19,361	\$ 13,361
Jun	-	10,889	\$ 10,889
Jul	-	-	\$ -
Aug	-	-	\$ -
Sept	-	-	\$ -
Total	\$ 3,539,514	\$ 3,564,124	\$ 24,610
Cumulative Foreca	\$ 3,539,514		
Actual to Forecast	\$ 24,610	0.70%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast to actual is almost breakeven YTD.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	\$ 407,528	\$ 606,317	\$ (198,789)
Nov	436,189	495,625	\$ (59,436)
Dec	416,157	353,565	\$ 62,592
Jan	425,650	372,610	\$ 53,040
Feb	413,959	388,972	\$ 24,987
Mar	452,893	480,740	\$ (27,847)
Apr	454,547	537,405	\$ (82,858)
May	471,979	410,410	\$ 61,569
Jun	479,322	494,987	\$ (15,665)
Jul	518,454	456,686	\$ 61,768
Aug	576,042	481,184	\$ 94,858
Sept	572,576	633,712	\$ (61,136)
Total	\$ 5,625,296	\$ 5,712,213	\$ (86,917)
Cumulative Forecas	\$ 5,707,190	\$ 5,821,984	\$ (114,794)
Actual to Forecast %	\$ (81,894)	\$ 109,771	\$ 27,877
Actual to Forecast %	-1.43%	1.89%	0.45%



POSITIVE

Water and wastewater fund is .5% net positive. The elevated expense we experienced in Oct., due to a flood even and the purchase of extra filters, has leveled off over the last few months. Our summer months tend to generate higher revenue totals.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	\$ 400,030	\$ 407,528	\$ 7,498
Nov	414,677	436,189	\$ 21,512
Dec	424,677	416,157	\$ (8,520)
Jan	424,677	425,650	\$ 973
Feb	412,353	413,959	\$ 1,606
Mar	444,384	452,894	\$ 8,510
Apr	456,707	454,547	\$ (2,160)
May	513,384	471,979	\$ (41,405)
Jun	541,722	479,322	\$ (62,400)
Jul	517,076	518,454	\$ 1,378
Aug	545,414	576,042	\$ 30,628
Sept	612,091	572,576	(39,515)

Total	\$ 5,707,192	\$ 5,625,297	\$ (81,895)
Cumulative Forecast	\$ 5,707,190		
Actual to Forecast	\$ (81,895)	-1.43%	



WARNING

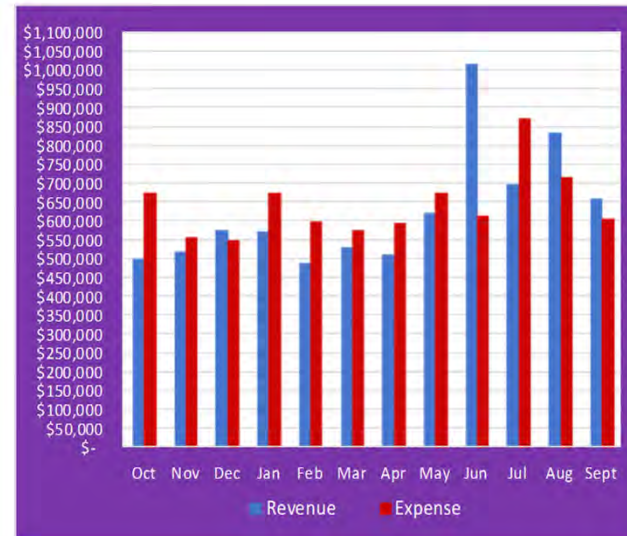
The water and wastewater actual revenue is almost 1.4% net negative to forecast. We are experiencing an exceptionally wet spring which effects water usage, specifically irrigation. There were 2 new residential and 1 new commercial meter sets this month.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	\$ 501,810	\$ 675,329	\$ (173,519)
Nov	519,423	559,757	\$ (40,334)
Dec	578,558	550,649	\$ 27,909
Jan	571,345	676,791	\$ (105,446)
Feb	491,235	599,338	\$ (108,103)
Mar	530,156	578,108	\$ (47,952)
Apr	511,244	597,689	\$ (86,445)
May	621,117	674,708	\$ (53,591)
Jun	1,019,101	615,189	\$ 403,912
Jul	699,872	874,794	\$ (174,922)
Aug	836,173	715,991	\$ 120,182
Sept	661,458	607,535	\$ 53,923
Total	\$ 7,541,492	\$ 7,725,878	\$ (184,386)
Cumulative Foreca:	\$ 7,721,040	\$ 8,344,778	\$ (623,738)
Actual to Forecast	\$ (179,548)	\$ 618,900	\$ 439,352
Actual to Forecast	-2.33%	7.42%	5.09%



POSITIVE

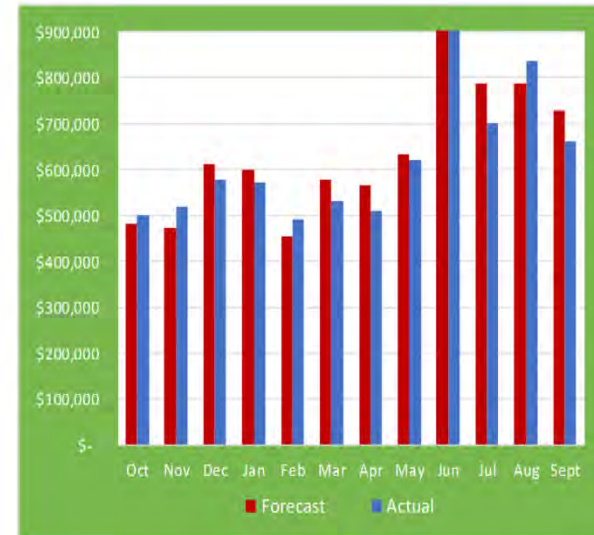
The Electric utility fund is 5% net positive. The expense is higher in October due to budgeted annual transfers that were processed during this month.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2019 Forecast</u>	<u>FY2019 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 481,451	\$ 501,810	\$ 20,359
Nov	472,138	519,423	\$ 47,285
Dec	610,524	578,558	\$ (31,966)
Jan	598,460	571,345	\$ (27,115)
Feb	453,699	491,235	\$ 37,536
Mar	578,521	530,156	\$ (48,365)
Apr	564,508	511,244	\$ (53,264)
May	632,025	621,117	\$ (10,908)
Jun	1,022,729	1,019,101	\$ (3,628)
Jul	788,496	699,872	\$ (88,624)
Aug	788,496	836,173	\$ 47,677
Sept	729,993	661,458	\$ (68,535)
Total	\$ 7,721,040	\$ 7,541,492	\$ (179,548)
Cumulative Foreca:	\$ 7,721,040		
Actual to Forecast	\$ (179,548)	-2.33%	



WARNING

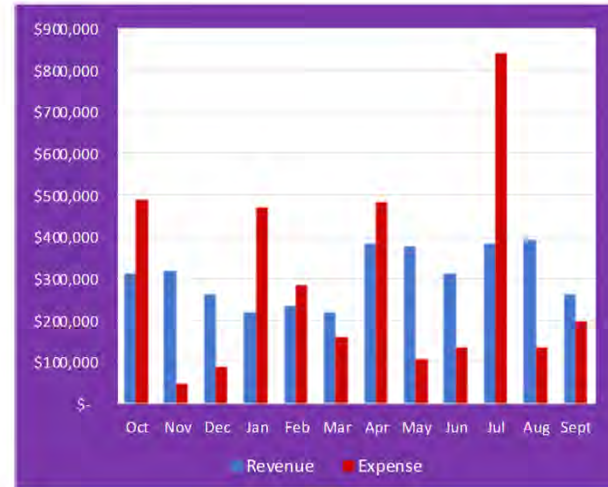
The Electric utility revenue is 2.3% negative to forecasted revenue. There were 4 new residential meter set this month. The mild weather is contributing to the shortfall. There are 8 more accounts than last year but consumption is down by 290,745 Kwh. The elevated revenue in June reflects Piney Creek Phase II extension fees. Summer months have increased with the heat.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	\$ 313,999	\$ 489,369	\$ (175,370)
Nov	318,578	50,241	\$ 268,337
Dec	263,379	89,111	\$ 174,268
Jan	221,133	471,250	\$ (250,117)
Feb	235,767	286,720	\$ (50,953)
Mar	220,037	160,987	\$ 59,050
Apr	384,575	483,210	\$ (98,635)
May	379,012	108,904	\$ 270,108
Jun	314,678	134,823	\$ 179,855
Jul	384,434	841,062	\$ (456,628)
Aug	393,868	136,063	\$ 257,805
Sept	263,185	197,900	\$ 65,285
Total	\$ 3,692,645	\$ 3,449,640	\$ 243,005
Cumulative Forecast	\$ 3,614,246	\$ 3,972,045	\$ (357,799)
Actual to Forecast \$	\$ 78,399	\$ 522,405	\$ 600,804
Actual to Forecast %	2.17%	13.15%	15.32%



POSITIVE

The HOT Tax fund is 15.3% net positive. For FY2019, this fund is now a combined fund of all the HOT funded programs. Visit Bastrop is paid on a quarterly basis along with community asset organizations.

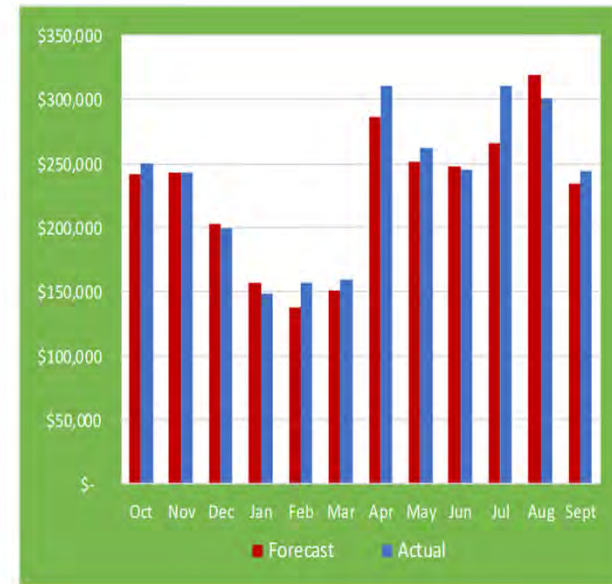
COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	\$ 241,423	\$ 250,073	\$ 8,650
Nov	242,303	242,469	\$ 166
Dec	202,506	198,757	\$ (3,749)
Jan	156,454	148,141	\$ (8,313)
Feb	137,463	156,795	\$ 19,332
Mar	150,729	159,156	\$ 8,427
Apr	286,784	311,067	\$ 24,283
May	251,767	262,551	\$ 10,784
Jun	247,863	244,978	\$ (2,885)
Jul	265,283	310,628	\$ 45,345
Aug	319,298	300,934	\$ (18,364)
Sept	234,127	243,500	\$ 9,373

Total	\$ 2,736,000	\$ 2,829,049	\$ 93,049
Cumulative Forecast	\$ 2,736,000		
Actual to Forecast %	\$ 93,049	3.4%	



POSITIVE

So far YTD we are 3% positive actual to forecast. *The Hotel Tax revenue YTD is \$15,354 less than same time last year.*

Legal fees by Attorney/Category

FIRM	CASE	FY16-17	FY17-18	FY18-19
BUNDREN				
	Pine Forest Interlocal	\$ 83,620	\$ 26,612	\$ 6,195
	Vandiver	\$ 2,343	\$ -	\$ -
	Aqua CCN	\$ 12,898	\$ -	\$ -
	Red Light Camera Suit	\$ -	\$ -	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 37,630	\$ 135	\$ -
DAVID BRAGG, P.C.				
	General legal	\$ 48,215	\$ -	\$ -
	Vandiver	\$ 9,640	\$ -	\$ -
	Water Permit	\$ 3,120	\$ -	\$ -
	Pine Forest Interlocal	\$ 3,560	\$ -	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ 3,299	\$ 245,168	\$ 432,931
	Vandiver	\$ 4,546	\$ 5,079	\$ 1,857
	Pine Forest Interlocal	\$ -	\$ 10,116	\$ -
	Prosecutor	\$ -	\$ 19,633	\$ 23,358
	Water/Wastewater	\$ -	\$ 18,425	\$ 46,721
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	\$ 7,415	\$ 11,770	\$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	\$ 7,607	\$ 27,965	\$ 6,204
	Hunters Crossing PID	\$ 17,927	\$ 83,524	\$ 89,899
	Water/Wastewater	\$ -	\$ 910	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 443	\$ 2,124	\$ 717
Total Legal		\$ 242,263	\$ 451,460	\$ 607,882

COMPREHENSIVE MONTHLY FINANCIAL REPORT –September 2019

Summary by Case /Type

Row Labels	Sum of FY16-17	Sum of FY17-18	Sum of FY18-19
Aqua CCN	\$ 12,898	\$ -	\$ -
General legal	\$ 51,514	\$ 245,168	\$ 432,931
Hunters Crossing PID	\$ 17,927	\$ 83,524	\$ 89,899
Pine Forest Interlocal	\$ 87,180	\$ 36,728	\$ 6,195
Prosecutor	\$ -	\$ 19,633	\$ 23,358
Red Light Camera Suit	\$ 443	\$ 2,124	\$ 717
Vandiver	\$ 16,529	\$ 5,079	\$ 1,857
Water permit	\$ 40,750	\$ 135	\$ -
Water/Wastewater	\$ -	\$ 19,335	\$ 46,721
XS Ranch Bankruptcy	\$ 7,415	\$ 11,770	\$ -
XS Ranch Water Rights	\$ 7,607	\$ 27,965	\$ 6,204
Grand Total	\$ 242,263	\$ 451,460	\$ 607,882



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 6B

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2019.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

FY2020 is starting out strong with total revenue 2.4% over forecast. The total expenditures are 1.5% less than forecast. General Fund revenue is 7.7% actual over forecast. This is attributed to a large development fee collected during this reporting period.

Funds with negative variances:

REVENUE

- Water/Wastewater Debt – the shortfall in actual to forecast is just the return projected through investments is lower than anticipated.
- Cemetery – this fund is hard to forecast when revenue will be received.

POLICY EXPLANATION:

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2019-90 on October 22, 2019.

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending October 31, 2019

CITY OF BASTROP

Comprehensive Monthly Financial Report
October 2019



Performance at a Glance as of October 31, 2019



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	POSITIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	POSITIVE	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	POSITIVE	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 14
Legal fees	N/A	Page 15
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of >5% compared to seasonal trends	

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

ECONOMIC INDICATORS	October 31, 2019— NEWS FOR YOU
ECONOMY	
<u>National:</u>  Real gross domestic product (GDP) increased at an annual rate of 1.9% in the 3rd quarter of 2019. This is down from 2.0% from 2nd quarter 2019. The personal income increased by .3% in September 2019 after increasing in August 2019 by .5%. (All of these reported by the Bureau of Economic Analysis.) <u>U.S. Retail Sales:</u>  Down .3% in September 2019 <u>Texas Leading Index:</u>  This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 128.05 in September 2019, down .26% from August 2019 and down 1.03% from one year ago.	Attached is the Comprehensive Monthly Financial report for Oct 2019. This is 1 month of FY2020, or 8.3% of the fiscal year is complete. <u>Revenues:</u> Overall, the City has earned \$5,268,269. This amount is 11.6% of the approved budget of \$45,171,978 and is 2.4% higher than the amount forecasted through the month of Oct. <u>Expense:</u> Overall, the City has spent 1.5% less than forecasted.
UNEMPLOYMENT	Noteworthy
<u>State-wide:</u>  The state unemployment is 3.3% in September 2019 which is down from August 2019. <u>Bastrop:</u>  Bastrop County has an unemployment rate of 2.9% in September 2019 which is up from 3.5% in July 2019.	N/A

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 12,229,361	\$ 736,960	\$ 793,594	7.7%
Designated	59,710	11,951	14,476	21.1%
Innovation	77,000	1,225	1,346	9.9%
Street Maintenance	164,000	154,833	156,056	0.8%
Debt Service	2,787,826	536,091	578,587	7.9%
Water/Wastewater	6,211,564	497,087	501,916	1.0%
Water/Wastewater Debt	1,900,885	111,099	109,894	-1.1%
Water/Wastewater Capital Proj	3,070,000	2,090,167	2,091,986	0.1%
Impact Fees	420,850	16,834	16,838	0.0%
Vehicle & Equipment Replacement	461,692	107,224	107,890	0.6%
Electric	7,126,562	517,966	520,687	0.5%
HOT Tax Fund	3,696,556	320,568	332,664	3.8%
Library Board	20,550	496	530	6.9%
Cemetery	106,250	6,071	6,003	-1.1%
Capital Bond Projects	3,349,644	10,304	10,256	-0.5%
Grant Fund	2,863,125	-	-	0.0%
Park/Trail Land Dedication	1,000	83	191	130.1%
Hunter's Crossing PID	625,403	25,016	25,355	1.4%
TOTAL REVENUES	\$ 45,171,978	\$ 5,143,975	\$ 5,268,269	2.4%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
WARNING	= Negative variance of 1-5% compared to forecast
NEGATIVE	= Negative variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2020 Budget</u>	<u>FY2020 Forecast</u>	<u>FY2020 YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 12,030,369	\$ 743,120	\$ 709,385	-4.5%
Designated	471,950	1,098	403	-63.3%
Innovation	976,059	94,000	93,993	0.0%
Street Maintenance	1,183,945	-	-	0.0%
Debt Service	2,752,618	806	806	0.0%
Water/Wastewater	6,174,738	451,735	434,708	-3.8%
Water/Wastewater Debt	3,870,887	2,000,000	2,000,000	0.0%
Water/Wastewater Capital Proj.	4,150,400	-	-	0.0%
Impact Fees	732,691	-	-	0.0%
Vehicle & Equipment Replacement	356,500	94,950	94,940	0.0%
Electric	7,702,248	683,958	655,090	-4.2%
HOT Tax Fund	4,204,066	1,160,003	1,120,211	-3.4%
Library Board	23,453	1,790	45	-97.5%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	7,732	7,007	-9.4%
Hunter's Crossing PID	1,036,148	451,286	451,114	0.0%
Capital Projects (Bond)	7,687,289	2,746,320	2,746,319	0.0%
Grant Fund	2,863,125	-	-	0.0%
TOTAL EXPENSES	\$ 56,434,915	\$ 8,436,798	\$ 8,314,021	-1.5%
Surplus/(Shortfall)	\$ (11,262,938)	\$ (601,398)	\$ (337,354)	-43.9%

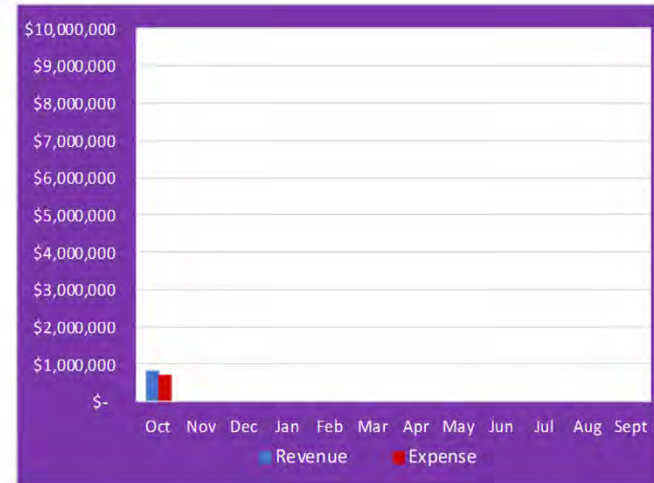
POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	\$ 793,594	\$ 709,385	\$ 84,209
Nov			\$ -
Dec			\$ -
Jan			\$ -
Feb			\$ -
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 793,594	\$ 709,385	\$ 84,209
Cumulative Forecast	\$ 736,960	\$ 743,120	\$ (6,160)
Actual to Forecast \$	\$ 56,634	\$ 33,735	\$ 90,369
Actual to Forecast %	7.68%	4.54%	12.22%



POSITIVE

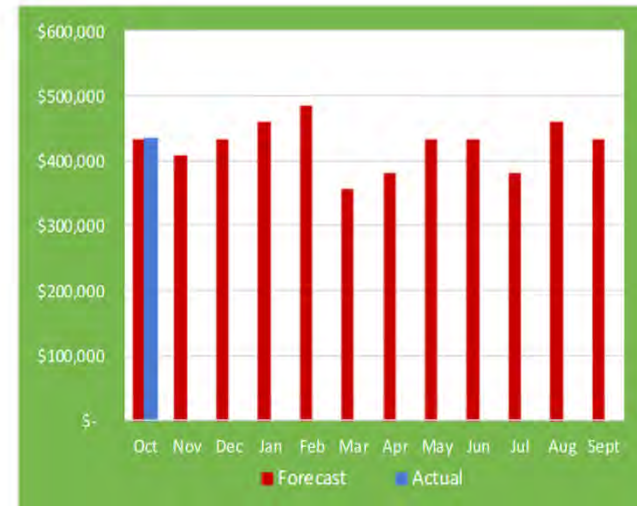
Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 12%. This is due mostly to a large development fee collected in Oct. and vacancy savings for open positions.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 432,174	\$ 434,511	\$ 2,337
Nov	406,752		\$ -
Dec	432,174		\$ -
Jan	457,596		\$ -
Feb	483,018		\$ -
Mar	355,908		\$ -
Apr	381,330		\$ -
May	432,174		\$ -
Jun	432,174		\$ -
Jul	381,330		\$ -
Aug	457,596		\$ -
Sept	432,174		\$ -
Total	\$ 5,084,400	\$ 434,511	\$ 2,337
Cumulative Forecast	\$ 432,174		
Actual to Forecast	\$ 2,337	0.5%	



POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is .05% greater than forecasted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

PROPERTY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 96,182	\$ 110,455	\$ 14,273
Nov	192,365		
Dec	1,500,445		
Jan	1,538,918		
Feb	423,202		
Mar	76,946		
Apr	19,236		
May	-		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	\$ 3,847,294	\$ 110,455	\$ 14,273
Cumulative Forecast	\$ 96,182		
Actual to Forecast	\$ 14,273	14.84%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast by almost 15%.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2020 Revenue</u>	<u>FY2020 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 501,916	\$ 434,708	\$ 67,208
Nov			\$ -
Dec			\$ -
Jan			\$ -
Feb			\$ -
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 501,916	\$ 434,708	\$ 67,208
Cumulative Forecast	\$ 497,087	\$ 451,735	\$ 45,352
Actual to Forecast \$	\$ 4,829	\$ 17,027	\$ 21,856
Actual to Forecast %	0.97%	3.77%	4.74%



NEGATIVE

Water and wastewater fund is almost 5% net positive.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 497,087	\$ 501,916	\$ 4,829
Nov	439,890		
Dec	433,509		
Jan	447,943		
Feb	449,890		
Mar	482,653		
Apr	497,087		
May	558,717		
Jun	589,533		
Jul	560,665		
Aug	591,480		
Sept	663,111		
Total	\$ 6,211,565	\$ 501,916	\$ 4,829
Cumulative Forecast	\$ 497,087		
Actual to Forecast	\$ 4,829		0.97%



POSITIVE

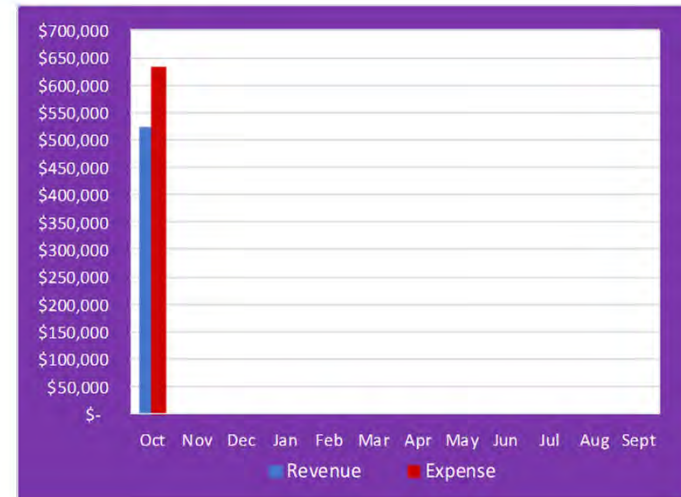
The water and wastewater actual revenue is just slightly higher than forecast. There were 2 new meters set this month all residential.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	\$ 520,687	\$ 632,267	\$ (111,580)
Nov			\$ -
Dec			\$ -
Jan			\$ -
Feb			\$ -
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 520,687	\$ 632,267	\$ (111,580)
Cumulative Forecast	\$ 517,966	\$ 683,958	\$ (165,992)
Actual to Forecast \$	\$ 2,721	\$ 51,691	\$ 54,412
Actual to Forecast %	0.53%	7.56%	8.08%



POSITIVE

The Electric utility fund is almost 8% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2020 Forecast</u>	<u>FY2020 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 517,966	\$ 520,687	\$ 2,721
Nov	435,450		
Dec	570,216		
Jan	551,515		
Feb	418,821		
Mar	526,386		
Apr	519,976		
May	582,063		
Jun	880,257		
Jul	725,863		
Aug	725,863		
Sept	672,187		
Total	\$ 7,126,563	\$ 520,687	\$ 2,721
Cumulative Forecast	\$ 517,966		
Actual to Forecast	\$ 2,721	0.53%	



POSITIVE

The Electric utility revenue is .5% above forecasted revenue. There was 1 new commercial meter set this month.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	\$ 332,664	\$ 1,120,211	\$ (787,548)
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	\$ 332,664	\$ 1,120,211	\$ (787,548)
Cumulative Forecast	\$ 320,568	\$ 1,160,003	\$ (839,435)
Actual to Forecast \$	\$ 12,096	\$ 39,792	\$ 51,888
Actual to Forecast %	3.77%	3.43%	7.20%



POSITIVE

The HOT Tax fund is 7% net positive. Visit Bastrop is paid on a quarterly basis along with funded organizations.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	\$ 250,522	\$ 245,000	\$ (5,522)
Nov	250,672		
Dec	209,500		
Jan	161,857		
Feb	142,211		
Mar	155,935		
Apr	296,690		
May	260,463		
Jun	256,424		
Jul	274,446		
Aug	330,326		
Sept	241,454		
Total	\$ 2,830,500	\$ 245,000	\$ (5,522)
Cumulative Forecast	\$ 250,522		
Actual to Forecast %	\$ (5,522)	-2.2%	



POSITIVE

So far YTD we are 2% negative actual to forecast. **The Hotel Tax revenue YTD is \$5,073 less than same time last year.**

Legal fees by Attorney/Category

FIRM	CASE	FY17-18	FY18-19	FY19-20
BUNDREN				
	Pine Forest Interlocal	\$ 26,612	\$ 6,195	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 135	\$ -	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ 245,168	\$ 432,931	\$ 38,715
	Vandiver	\$ 5,079	\$ 1,857	\$ -
	Pine Forest Interlocal	\$ 10,116	\$ -	\$ -
	Prosecutor	\$ 19,633	\$ 23,358	\$ 1,737
	Water/Wastewater	\$ 18,425	\$ 46,721	\$ 1,328
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	\$ 11,770	\$ -	\$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	\$ 27,965	\$ 6,204	\$ -
	Hunters Crossing PID	\$ 83,524	\$ 89,899	\$ -
	Water/Wastewater	\$ 910	\$ -	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 2,124	\$ 717	\$ -
Total Legal		\$ 451,460	\$ 607,881	\$ 41,779

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2019

Summary by Case /Type

Row Labels		Sum of FY17-18	Sum of FY18-19	Sum of FY19-20
General legal	\$	245,168	\$ 432,931	\$ 38,715
Hunters Crossing PID	\$	83,524	\$ 89,899	\$ -
Pine Forest Interlocal	\$	36,728	\$ 6,195	\$ -
Prosecutor	\$	19,633	\$ 23,358	\$ 1,737
Red Light Camera Suit	\$	2,124	\$ 717	\$ -
Vandiver	\$	5,079	\$ 1,857	\$ -
Water permit	\$	135	\$ -	\$ -
Water/Wastewater	\$	19,335	\$ 46,721	\$ 1,328
XS Ranch Bankruptcy	\$	11,770	\$ -	\$ -
XS Ranch Water Rights	\$	27,965	\$ 6,204	\$ -
Grand Total	\$	451,460	\$ 607,881	\$ 41,779



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from November 26, 2019, Regular Meeting.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 1. State the subject of each deliberation; and
 2. Indicate the vote, order, decision, or other action taken.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from November 26, 2019, Regular Meeting.

ATTACHMENTS:

- November 26, 2019, DRAFT Regular Meeting Minutes.

November 26, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, November 26, 2019, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and Assistant City Attorney, Erin Higginbotham.

EXECUTIVE SESSION

The City Council met at 5:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.
- 10C. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property located on MLK Drive.

The Bastrop City Council reconvened at 6:32 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

CALL TO ORDER

At 6:32 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE**INVOCATION**

Pastor Travis Fitzgerald, Good Shepherd Lutheran Church gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Councilmembers' Report
- 4C. City Manager's Report

WORK SESSION/BRIEFINGS

- 5A. Discuss City of Bastrop's proposed submittal to the CAMPO Transportation Plan.
Presentation was made by City Engineer, Tony Buonodono.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9C Conduct public hearing and consider action to deny the first reading of Ordinance No. 2019-73 of the City Council of the City of Bastrop, Texas, rezoning 1.866 acres of Bradford Subdivision, Lot 2 Fraction from P-3 Neighborhood, to P-4 Mix, located at 1903 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.

Presentation was made by Planning and Zoning Assistant Director, Jennifer Bills.

Public hearing was opened.

SPEAKERS

**Alice Traugott
1902 Main St.
Bastrop, TX 78602
(512) 636-2447**

**Ardas Khalsa
102 Bush Cove
Bastrop, TX 78602
(512) 415-1444**

**Siri Khalsa
102 Bush Cove
Bastrop, TX 78602
(512) 415-1444**

**Brittney Benton
1905 Main Street
Bastrop, TX 78602
(512) 786-2531**

**Ellen Tanner
1911 Main St.
Bastrop, TX 78602
(512) 985-7209**

**Joshua Gordon
1911 Main St.
Bastrop, TX 78602
(512) 636-8259**

Public hearing was closed.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2019-73, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9N. Conduct public hearing and consider action to deny the first reading of Ordinance No. 2019-74 of the City Council of the City of Bastrop, Texas, rezoning 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of

Farm Lot 5 West of Main Street, to located to the west of 1910 Main Street from P-3 Neighborhood, to P-4 Mix, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

Presentation was made by Planning and Zoning Assistant Director, Jennifer Bills.

Public hearing was opened.

SPEAKERS

**Alice Traugott
1902 Main St.
Bastrop, TX 78602
(512) 636-2447**

**Brittney Benton
1905 Main Street
Bastrop, TX 78602
(512) 786-2531**

**Ardas Khalsa
102 Bush Cove
Bastrop, TX 78602
(512) 415-1444**

**Siri Khalsa
102 Bush Cove
Bastrop, TX 78602
(512) 415-1444**

**Joshua Gordon
1911 Main St.
Bastrop, TX 78602
(512) 636-8259**

**David Barrow
1910 Main St.
Bastrop, Tx 78602
(512) 501-5505**

Public hearing was closed.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2019-74, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

- 9B. Consider action to approve Resolution No. R-2019-119 of the City Council of the City of Bastrop, Texas approving an Amendment to Task Order No. BAS.006A with KSA Engineering for supplemental engineering services associated with the acquisition of 350 feet of Wastewater Treatment Plant Land in the amount of Twenty-four Thousand Five Hundred Dollars and Zero cents (\$24,500.00) as attached in Exhibit A,

authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Assistant City Manager of Development Services, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R 2019-119, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9W. Public hearing and consider action to approve the first reading of Ordinance No. 2019-63 of the City Council of the City of Bastrop, Texas, rezoning Farms End Estates Lot 3 from P-5, Core, to P-4, Mix, located at 1706 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date, and move to include on the December 10, 2019 Consent Agenda for second reading.

Presentation was made by Planner and GIS Coordinator, Allison Land.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Jackson to approve the first reading of Ordinance No. 2019-63, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 7:49 p.m.

Mayor Schroeder called the meeting back to order at 7:54 p.m.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9T. Conduct public hearing and consider action to deny the first reading of No. Ordinance 2019-71 of the City Council of the City of Bastrop, Texas, rezoning 0.2067 acres of Farm Lot 3 West of Main Street from P-3 Neighborhood, to P-4 Mix, located at 606 Cedar Street, within the city limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

Presentation was made by Planning and Zoning Assistant Director, Jennifer Bills.

Public hearing was opened.

SPEAKERS

**Kerry Fossler
1903 Main St.
Bastrop, TX 78602
(713)882-7218**

Public hearing was closed.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2019-71, seconded by Council Member Jackson, motion failed on a

2-3 vote. Those voting aye were: Council Members Ennis and Jackson. Those voting nay were: Mayor Pro Tem Nelson and Council Members Rogers and Peterson.

- 9A. Consider action to approve Resolution No. R-2019-118 of the City Council of the City of Bastrop, Texas supporting the Bastrop County 2020 Census Complete Count Committee; and establishing an effective date.
Presentation was made by Director, Bastrop Public Library, Becca Sexton.

A motion was made by Council Member Rogers to approve Resolution No. R-2019-118, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9F. Consider action to approve Resolution No. R-2019-113 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to Angel Brothers Enterprises, Ltd. in the amount of One Million One Hundred Eighty-nine Thousand One Hundred Thirty-nine Dollars and Eighty Cents (\$1,189,139.80) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Assistant City Manager of Development Services, Trey Job.

A motion was made by Council Member Ennis to approve Resolution No. R 2019-113, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9I. Consider action to approve Resolution No. R-2019-115 of the City Council of the City of Bastrop, Texas awarding a task order to Halff Associates, Inc. for engineering design services related to the Gills Branch Drainage Flood Mitigation Project. in the amount of Five hundred fifteen thousand Ninety dollars and zero cents (\$515,090.00) as attached in Exhibit A; Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Paul Morales, Halff Associates.

A motion was made by Council Member Rogers to approve Resolution No. R 2019-115, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9D. Consider action to approve Resolution No. R-2019-100 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by City Manager, Lynda Humble.

A motion was made by Council Member Rogers to approve Resolution No. R 2019-100, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 9E. Consider action to approve Resolution No. R-2019-99 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in

Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

A motion was made by Council Member Peterson to approve Resolution No. R-2019-99, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9G. Consider action to approve the first reading of Ordinance No. 2019-75 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 2, titled "Zoning Procedures", Article 2.4, titled "Administration," Sections 2.4.002(b) and 2.4.003(b); allowing Zoning Board of Adjustment members to be alternates to the Planning and Zoning Commission, attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; and providing an effective date, proper notice and meeting and move to include on the December 10, 2019 Consent agenda for a second reading.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2019-75, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9H. Consider action to approve Resolution No. R-2019-122 of the City Council of the City of Bastrop, Texas authorizing a License to Encroach with TDS Solutions, LLC to erect a sign for Stem & Stone Restaurant in a public utility easement, as attached as Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Assistant City Manager of Development Services, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R 2019-122, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9J. Consider action to approve Resolution No. R-2019-128 of the City Council of the City of Bastrop, Texas supporting the extension of Jessica Place to Blakey Lane for inclusion in Capital Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan 2045 Call for Projects; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R 2019-128, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9K. Consider action to approve Resolution No. R-2019-125 of the City Council of the City of Bastrop, Texas supporting the submission of State Highway 95 in the city limits of Bastrop for inclusion in Capital Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan 2045 Call for Projects as a co-sponsor with Texas Department of Transportation (TxDOT); authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-125, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9L. Consider action to approve Resolution No. R-2019-126 of the City Council of the City of Bastrop, Texas supporting the submission of Farm-to-Market Road 969 in the city limits of Bastrop for inclusion in Capital Area Metropolitan Planning Organization

(CAMPO) Regional Transportation Plan 2045 Call for Projects as a co-sponsor with Texas Department of Transportation (TxDOT); authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-126, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9M. Consider action to approve Resolution No. R-2019-130 of the City Council of the City of Bastrop, Texas supporting Bastrop County's submission of a new bridge across the Colorado River connecting SH 304/Shiloh Rd. to S.H.71 through Tahitian Village connecting with Margie's Way with an additional segment within the City of Bastrop at Lover's Lane connecting to SH 71 for inclusion in Capital Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan 2045 Call for Projects; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

A motion was made by Council Member Jackson to approve Resolution No. R-2019-130, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9O. Consider action to approve Resolution No. R-2019-129 of the City Council of the City of Bastrop, Texas supporting the rehabilitation of the Old Iron Bridge for inclusion in Capital Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan 2045 Call for Projects; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-129, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9P. Public hearing and consider action to approve the first reading of Ordinance No. 2019-67 of the City Council of the City of Bastrop, Texas, rezoning 0.683 acres of Farm Lot 37 East of Main Street from P-3 Neighborhood to P-5 Core, located 1302 SH 95, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date, and move to include on the December 10, 2019 Consent Agenda for second reading.

Presentation was made by Planner, Allison Long.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Peterson to approve the first reading of Ordinance No. 2019-67, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9Q. Public hearing and consider action to approve the first reading of Ordinance No. 2019-68, of the City Council of the City of Bastrop, Texas, rezoning 0.193 acres of Building Block 6 West of Water Street, from P-5 Core to P-4 Mix, located 1110 Water Street within the City Limits of Bastrop, Texas; as showing in Exhibits A, including a severability clause; and establishing an effective date, and move to include on the December 10, 2019 Consent Agenda for second reading.

Presentation was made by Planner, Allison Long.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-68, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9R. Public hearing and consider action to approve the first reading of Ordinance No. 2019-69 of the City Council of the City of Bastrop, Texas, rezoning 0.129 acres of Building Block 6, West of Water Street, from P-5 Core to P-4 Mix, located 703 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date, and move to include on the December 10, 2019 Consent Agenda for second reading.
Presentation was made by Planner, Allison Long.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2019-69, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9S. Conduct public hearing and consider action to approve the first reading of Ordinance No. 2019-70 of the City Council of the City of Bastrop, Texas, rezoning 0.353 acres of Building Block 8, West of Water Street, from P-CS Civic Space to P-5 Core, Located 1028 Main Street, within the City Limits of Bastrop, Texas; as showing in Exhibit A, including a severability clause; and establishing an effective date, and move to include on the December 10, 2019 Consent Agenda for second reading.
Presentation was made by Planner, Allison Long.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Peterson to approve the first reading of Ordinance No. 2019-70, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0-1 vote. Council Member Ennis recused himself.

- 9U. Conduct public hearing and consider action to approve the first reading of Ordinance No. 2019-72 of the City Council of the City of Bastrop, Texas, rezoning 0.214 acres of Building Block 1 West of Water Street from P-3 Neighborhood, to P-4 Mix, located at 701 Austin Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date; and move to include on the December 10, 2019 Consent Agenda for second reading.
Presentation was made by Planning and Zoning Assistant Director, Jennifer Bills.

Public hearing was opened.

Public hearing was closed.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2019-72, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9V. Consider action to approve Resolution No. R-2019-127 of the City Council of the City of Bastrop, Texas supporting the completion of Agnes Street for inclusion in Capital Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan 2045 Call for Projects; authorizing the City Manager to execute all necessary documentation; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-127, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 9X. Consider action to approve Resolution No. R-2019-124 of the City Council of the City of Bastrop, Texas ratifying the Mayor's Board Appointments; providing for a repealing clause; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-124, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

A motion was made by Council Member Peterson to approve Items 8A, 8B, 8C, 8D, 8E and 8F listed on the Consent Agenda after being read into the record by Ann Franklin, City Secretary. Seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 8A. Consider action to approve City Council minutes from November 12, 2019, Regular Meeting and November 13, 2019 Special Meeting.
- 8B. Consider action to approve the second reading of Ordinance No 2019-59 of the City Council of the City of Bastrop, Texas, Rezoning 65.926 acres out of the Nancy Blakey Survey, Abstract 98, from GR, General Retail to Bastrop Grove Planned Development District with a base residential use, located south of Agnes Street and east of State Highway 304, within the City Limits of Bastrop, Texas; as shown in Exhibits A, B, & C; including a severability clause; and establishing an effective date.
- 8C. Consider action to approve the second reading of Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled "General Provisions", Article 1.02, titled "Administration," Section 1.02.002, Article 1.04, titled "Boards, Committees and Commissions," Sections 1.04.001, 1.04.002, and adding 1.04.003; Article 1.05, titled "Housing Authority," Section 1.05.002, Article 1.10, titled "Parks," Section 1.10.001, Article 1.12, titled "Libraries," Division 2, titled "Library Board," Section 1.12.062, Article 1.15, titled "Code of Ethics," Division 3, titled "Implementation," Section 1.15.013, Article 1.16, titled "Art in Public Places," Section 1.16.002 and 1.16.003, Article 1.17, titled "Main Street Advisory Board", Section 1.17.001; Chapter 3, titled "Building Regulations,"

Article 3.02, titled "Construction Standards Board of Adjustments and Appeals," Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 15, titled "Cemeteries," Article 15.01, titled, "Fairview Cemetery," Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; and providing an effective date, proper notice and meeting.

- 8D. Consider action to approve the second reading of Ordinance No. 2019-61 of the City Council of the City of Bastrop, Texas adopting the International Building Code (2018), amending Chapter 3, "Building Regulations", Section 3.04.001, Building Code Adopted; adopting the National Electric Code (2017), amending Section 3.05.031, Electrical Code Adopted; adopting International Plumbing Code (2018), amending Section 3.06.031, Plumbing Code Adopted; adopting International Mechanical Code (2018), amending Section 3.07.001, Mechanical Code Adopted; adopting International Fuel Gas Code (2018), amending Section 3.08.001, Fuel Gas Code; adopting International Residential Code (2018), amending Section 3.09.001, Residential Code; adopting International Energy Conservation Code (2018), amending Section 3.10.001, Energy Conservation Code; adopting International Green Construction Code (2018), amending Section 3.14.001, International Green Construction Code; adopting the International Swimming Pool and Spa Code (2018), amending Section 3.15.001, Swimming Pool Code Adopted; repealing Section 3.15.002, Screening and fencing, adopting International Existing Building Code (2018), amending Section 3.13.001, Existing Building Code Adopted; and adopting the International Fire Code (2018), amending Chapter 5, "Fire Prevention and Protection", Section 5.02.001, Fire Code Adopted, repealing Article 5.03, Life Safety Code, repealing Article 5.04-5.06 Reserved, repealing Article 5.07 Fire Lanes, repealing Article 5.08 Reserved, as attached in Exhibit A; and providing for findings of fact, adoption and amendment, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.
- 8E. Consider action to approve the second reading of Ordinance No. 2019-56 of the City Council of the City of Bastrop, Texas repealing and replacing Chapter Six, Health and Sanitation, as attached in Exhibit A; and repealing and replacing Chapter Eight Offenses and Nuisances, as attached in Exhibit B; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.
- 8F. Consider action to approve the second reading of Ordinance No. 2019-60 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 13, "Utilities," adding Article 13.12 "Impact Fees," and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

STAFF AND BOARD REPORTS

- 6A. Receive Monthly Development Update.
Presentation was made by City Manager, Lynda Humble.

WORK SESSION/BRIEFINGS CONTINUED

- 5C. Receive presentation of the FY 2019 Workplan and Accomplishments.
Presentation was made by City Manager, Lynda Humble.
- 5B. Discuss Live Streaming Challenges in City Council Chambers.
Presentation was made by Chief Storyteller, Colin Guerra.

EXECUTIVE SESSION

The City Council met at 9:54 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10B. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct an annual performance evaluation of the City Manager as required by her employment agreement.

The Bastrop City Council reconvened at 11:04 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

ADJOURNMENT

Adjourned at 11:04 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on December 10, 2019, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8B

TITLE:

Consider action to approve Resolution No. R-2019-133 of the City Council of the City of Bastrop, Texas approving the 2020 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Council dates are set at the beginning of each calendar year and brought before Council for approval.

RECOMMENDATIONS:

Consider action to approve Resolution No. R-2019-133 of the City Council of the City of Bastrop, Texas approving the 2020 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - 2020 Council Meeting Schedule

RESOLUTION NO. R-2019-133

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING THE 2020 COUNCIL MEETING SCHEDULE, ATTACHED AS
EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, The City of Bastrop, Texas City Council meetings are held on the second and fourth Tuesdays of each month in the Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas in accordance with City of Bastrop Code of Ordinances, Section 1.03.061; and

WHEREAS, Section 3.12 of the City of Bastrop's Home-Rule Charter states the Council shall meet regularly and at least once each month; and

WHEREAS, the regular meetings will begin at 6:30 PM.

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

Section 1: The City Secretary is hereby directed to post the list of dates of the City of Bastrop Council Meetings to be held during the year 2020, as attached in Exhibit A.

Section 2: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th Day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

COUNCIL REGULAR MEETINGS - 2020

MEETING	MEETING DATE	TIME	LOCATION	AGENDA ITEM DEADLINE 5:00PM
Regular Council Meeting	January 14	6:30 PM	Council Chambers 1311 Chestnut	January 2
Regular Council Meeting	January 28	6:30 PM	Council Chambers 1311 Chestnut	January 16
Regular Council Meeting	February 11	6:30 PM	Council Chambers 1311 Chestnut	January 30
Regular Council Meeting	February 25	6:30 PM	Council Chambers 1311 Chestnut	February 13
Regular Council Meeting	March 10	6:30 PM	Council Chambers 1311 Chestnut	February 27
Regular Council Meeting	March 24	6:30 PM	Council Chambers 1311 Chestnut	March 12
Regular Council Meeting	April 14	6:30 PM	Council Chambers 1311 Chestnut	April 12*
Regular Council Meeting	April 28	6:30 PM	Council Chambers 1311 Chestnut	April 16
Regular Council Meeting	May 12	6:30 PM	Council Chambers 1311 Chestnut	April 30
Regular Council Meeting	May 26	6:30 PM	Council Chambers 1311 Chestnut	May 14
Regular Council Meeting	June 9	6:30 PM	Council Chambers 1311 Chestnut	May 28
Regular Council Meeting	June 23	6:30 PM	Council Chambers 1311 Chestnut	June 11
Regular Council Meeting	July 14	6:30 PM	Council Chambers 1311 Chestnut	July 1**
Regular Council Meeting	July 28	6:30 PM	Council Chambers 1311 Chestnut	July 16
Regular Council Meeting	August 11	6:30 PM	Council Chambers 1311 Chestnut	July 30
Regular Council Meeting	August 25	6:30 PM	Council Chambers 1311 Chestnut	August 13
Regular Council Meeting	September 8	6:30 PM	Council Chambers 1311 Chestnut	August 27
Regular Council Meeting	September 22	6:30 PM	Council Chambers 1311 Chestnut	September 10
Regular Council Meeting	October 13	6:30 PM	Council Chambers 1311 Chestnut	October 1
Regular Council Meeting	October 27	6:30 PM	Council Chambers 1311 Chestnut	October 15
Regular Council Meeting	November 10	6:30 PM	Council Chambers 1311 Chestnut	October 29
Regular Council Meeting	November 24***	6:30 PM	Council Chambers 1311 Chestnut	November 12
Regular Council Meeting	December 8	6:30 PM	Council Chambers 1311 Chestnut	November 25 BY NOON
MEETING CANCELED DUE TO WEEK OF CHRISTMAS	December 22			

* Posting on April 9th due to April 10th being Good Friday Holiday

**July 3rd Holiday

***November 23rd - November 27th Thanksgiving Week



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8C

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-63 of the City Council of the City of Bastrop, Texas, rezoning Farms End Estates Lot 3 from P-5, Core, to P-4, Mix, located at 1706 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Allison Land, Planner and GIS Coordinator

ITEM DETAILS:

Site Address: 1706 Farm Street (Exhibit A)
Total Acreage: 0.4 acres
Legal Description: Farms End Estates Lot 3
Property Owners: Ronald H Jr and Carole Reynolds

Existing Use: Vacant
Existing Zoning: P-5 Core (Formerly Form-Based Code – Commercial Mixed Use) (Attachment 3)
Requested Zoning: P-4 Mix
Future Land Use: Rural Residential (Attachment 4)

BACKGROUND/HISTORY:

The property owners are building a duplex on Lot 3. Duplexes were allowed in the Form-Based Code – Commercial Mixed Use zoning district but are not an allowed building type in P-5 Core. P-4 Mix does allow for the duplex building type. The requested change in zoning would allow the duplex under construction to remain a conforming structure under the new Bastrop Building Block Code.

PUBLIC COMMENTS:

Property owner notifications were sent to 6 adjacent property owners on November 5, 2019 (Attachment 2). At the time of this report, no responses have been received.

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- **Future Land Use Plan – Rural Residential:** The Rural Residential character area is for lands that are, and will continue to be, sparsely populated and largely undeveloped. Primarily found on the City's periphery, this area is characterized by large lot single-family residences, as well as agriculture, ranching, silviculture, and natural landscape. Unlike the Parks and Open Space character area, Rural Residential areas which retain a pastoral setting have not always been set aside for conservation or public use, but may eventually be subject to subdivision, and/or conversion to agricultural or other similar uses.

The request for P-4 Mix is appropriate since it is less intense than the current P-5 Core designation, will allow for the planned residential duplex use, and blend with the character of the existing development in the area. This property is in a residential area near the northeast corner

of State Highway 95 and State Highway 21. The zoning allows for a transition between the residential houses and the potential commercial corridor along the highway perimeter.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission unanimously voted to approve the rezoning request.

CITY COUNCIL ACTION:

At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approved the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-63 of the City Council of the City of Bastrop, Texas, rezoning Farms End Estates Lot 3 from P-5, Core, to P-4, Mix, located at 1706 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Applicant Request
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map



ORDINANCE 2019-63

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING FARMS END ESTATES LOT 3 FROM P-5, CORE, TO P-4, MIX, LOCATED 1706 FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ronald and Carole Reynolds (hereinafter referred to as "Property Owner") submitted a request to rezone Farms End Estates, Lot 3, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-5, Core; and

WHEREAS, the Future Land Use Designation for this Property is Rural Residential, which allows low-density residential and agricultural uses; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a unanimous vote; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on Farms End Estates, Lot 3, located 1706 Farm Street, in the city limits of Bastrop, Texas as more particularly shown and Exhibit A is rezoned to P-4 Mix.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid

provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

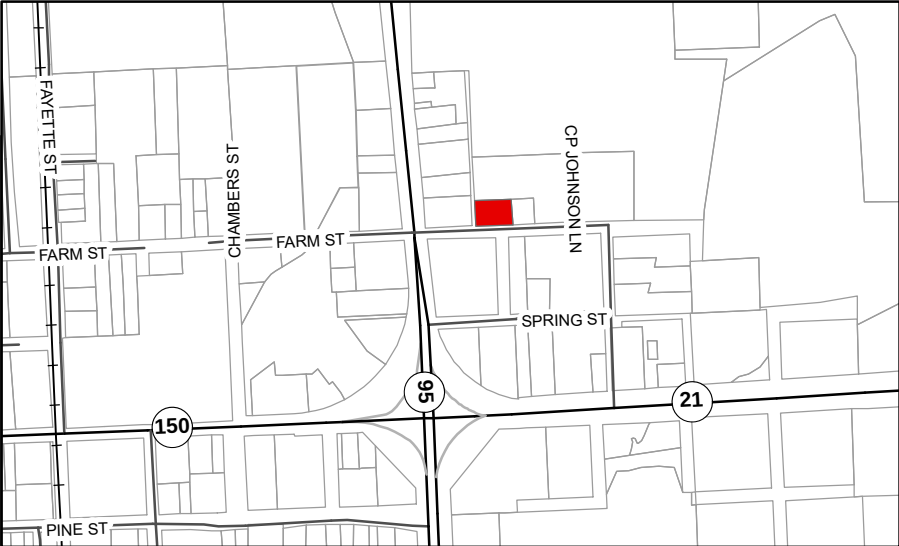
ATTEST:

Ann Franklin, City Secretary

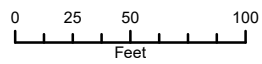
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



Farms End Estates, Lot 3 Rezone Request



1 inch = 83 feet



Date: 11/12/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Individual Property Owner Place Type Change Request

Proposed Place Type Zoning (from the notice): P5

Requested Place Type Zoning: P4

Reason for Requested Place Type / Why I would like to change my zoning: _____

- We are currently permitted and in the process of building a duplex on the lot. ~~which~~ ^{P5} would make our structure non-conforming before its complete.
- Our other surrounding lots are P4 and
- this is not highway-facing.

Property Owner Name: Ronald and Carole Reynolds

Property Address/Parcel ID: 1706 Farm St.

Property Owner's Signature: [Signature] Carole Reynolds

Staff Use Only

Reviewed By: _____

Staff Comments: _____

Staff Recommendation: ☐ Approve ☐ Deny

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing the Farms End Estates, Lot 3, from the existing Form-Based Code - Commercial Mixed Use district (which is being rezoned to P-5 Core with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 1706 Farm Street
Property ID/Parcel Number: 32810
Current Zoning: Form-Based Code - Commercial Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: _____

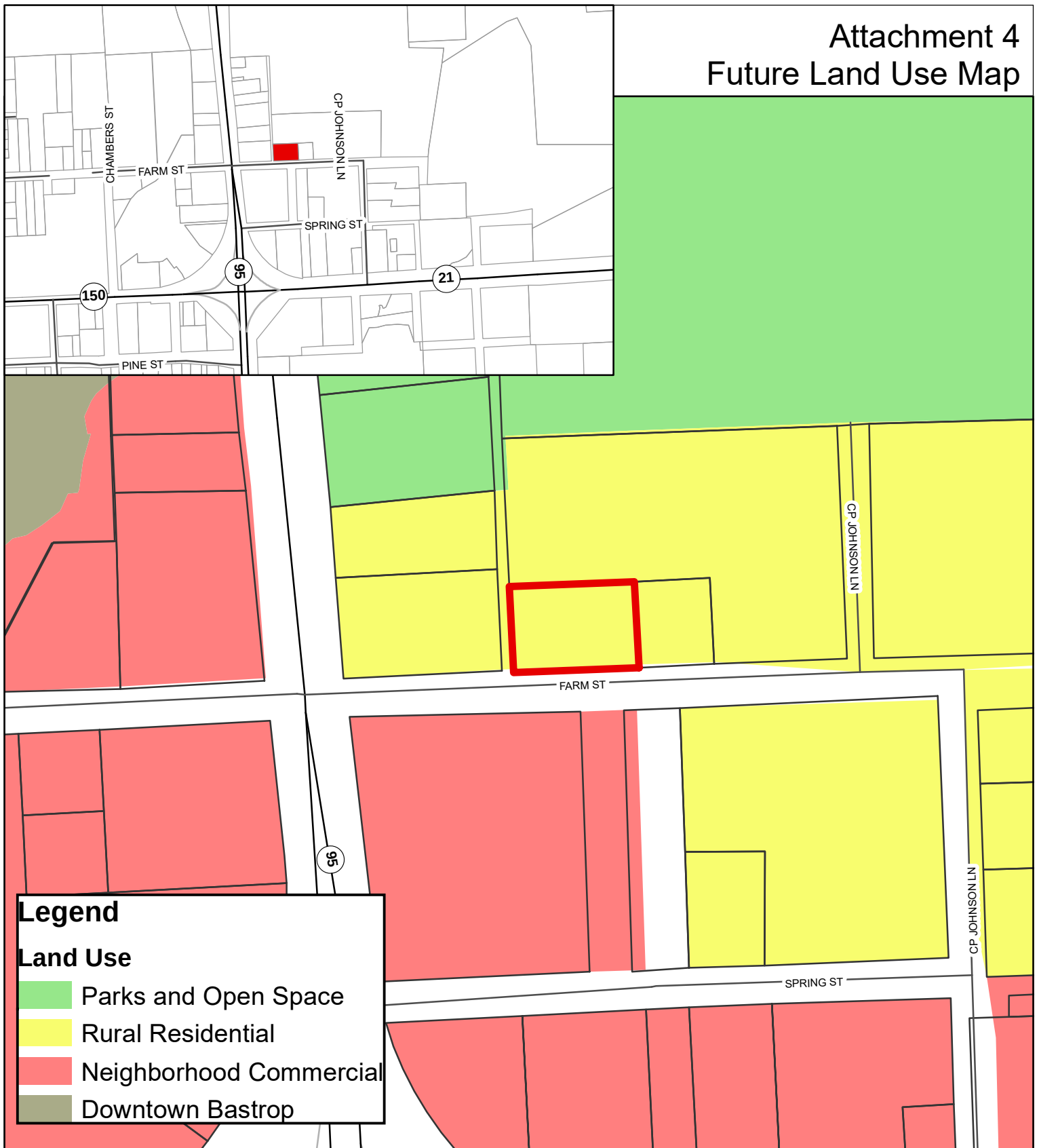
Additional Comments (Optional): _____

Re: Place Type Change 32810_Farms End Estates, Lot 3_1706 Farm Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

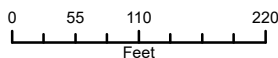
Attachment 4 Future Land Use Map



Legend

Land Use

- Parks and Open Space
- Rural Residential
- Neighborhood Commercial
- Downtown Bastrop



1706 Farm Street Rezone Request

1 inch = 167 feet

Date: 11/13/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8D

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-67 of the City Council of the City of Bastrop, Texas, rezoning 0.683 acres of Farm Lot 37 East of Main Street from P-3 Neighborhood to P-5 Core, located 1302 SH 95, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Allison Long, Planner

ITEM DETAILS:

Site Address: 1302 SH 95 (Exhibit A)
Total Acreage: 0.683 acres
Legal Description: 0.683 acres of Farm Lot 37 East of Main Street

Property Owners: Morris J & Diana L Mach Revocable Trust

Existing Use: Vacant

Existing Zoning: P-3 Zoning (Formerly Form-Based Code—Neighborhood District) (Attachment 3)

Requested Zoning: P-5 - Core

Future Land Use: Downtown Bastrop (Attachment 4)

BACKGROUND/HISTORY:

This lot is bisected by Gill's Branch. At a previous point, it was deemed appropriate to apply different zoning categories to each half. Previously, the half closest to SH 95 was zoned Commercial Mixed Use and the other half was zoned Neighborhood. The property owner is requesting for both halves to be zoned P-5 under the new code.

PUBLIC COMMENTS:

Property owner notifications were sent to 6 adjacent property owners on November 5, 2019. At the time of this report, no responses have received. (Attachment 2)

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- **Future Land Use Plan – Downtown Bastrop:** The Downtown Bastrop character area allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses. The character area's range of land uses may be mixed on individual parcels or developments sites, and within individual buildings. Building form and lot arrangement will support an urban character with structures framing the street. The scale of land uses, and transitions between them will compliment historic building form and intensity, but increased development intensity may be allowed on a case-by-case basis to encourage viable investment in center city Bastrop.

A future commercial use is consistent with the Downtown Bastrop future land use category.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission unanimously voted to approve the rezoning request.

CITY COUNCIL ACTION:

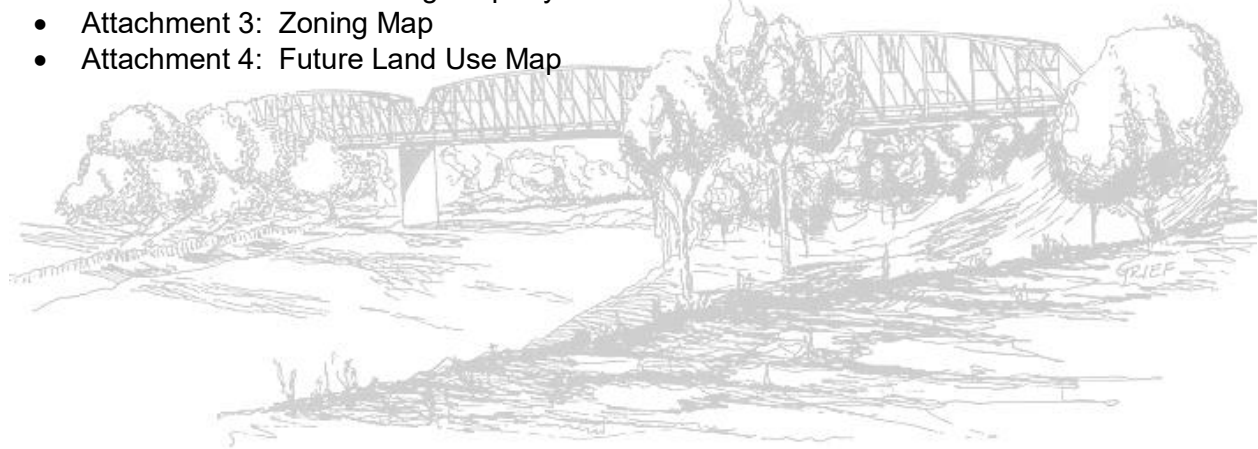
At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approve the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-67 of the City Council of the City of Bastrop, Texas, rezoning 0.683 acres of Farm Lot 37 East of Main Street from P-3 Neighborhood to P-5 Core, located 1302 SH 95, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map



ORDINANCE 2019-67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.683 ACRES OF FARM LOT 37 EAST OF MAIN STREET FROM P-3 NEIGHBORHOOD TO P-5 CORE, LOCATED 1302 SH 95, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Morris J & Diana L Mach Revocable Trust (hereinafter referred to as "Property Owner") submitted a request to rezone 0.683 acres of Farm Lot 37 East of Main Street within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-3 Neighborhood and

WHEREAS, the Property Owner is requesting to be rezoned to P-5 Core and

WHEREAS, the Future Land Use Designation for this Property is Downtown Bastrop, which allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a unanimous vote; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.683 acres of Farm Lot 37 East of Main Street, located 1302 SH 95, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-5 Core.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

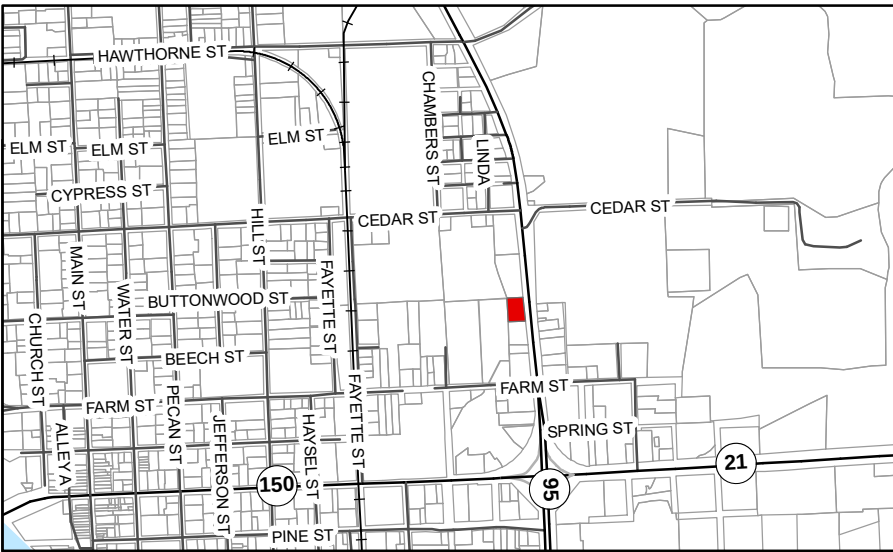
ATTEST:

Ann Franklin, City Secretary

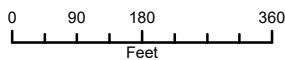
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



1302 SH 95 Rezone Request



1 inch = 266 feet

Date: 11/12/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.





Individual Property Owner Place Type Change Request

Proposed Place Type Zoning (from the notice): P3 & P5

Requested Place Type Zoning: P5

Reason for Requested Place Type / Why I would like to change my zoning: _____

My lot at 1302 Hy 95 is divided by Gils
Branch or water way & the zoning at this
point only show the Hy 95 portion zoned
commercial - I am requesting that the
entire lot be zoned commercial on both sides
of Gils Branch.

Property Owner Name: Morris & Diana Revocable Trust

Property Address/Parcel ID: 1302 Highway 95 Bastrop Tx

Property Owner's Signature: Morris Mack

Staff Use Only

Reviewed By: _____

Staff Comments: _____

Staff Recommendation: ☐ Approve ☐ Deny

PLANNING & DEVELOPMENT



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing part of 0.683 acres of Farm Lot 37 East of Main Street located at 1302 State Highway 95, from the existing Form-Based Code Neighborhood District (which is being rezoned to P-3 Neighborhood with the B³ Code rezoning) to P-5 Core, within the City Limits of Bastrop, Texas.

Property Address: 1302 State Highway 95
Property ID/Parcel Number: 32405
Current Zoning: Form-Based Code – Neighborhood & Commercial Mixed Use
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood & P-5 Core
Requested Zoning (Place Type): P-5 Core

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

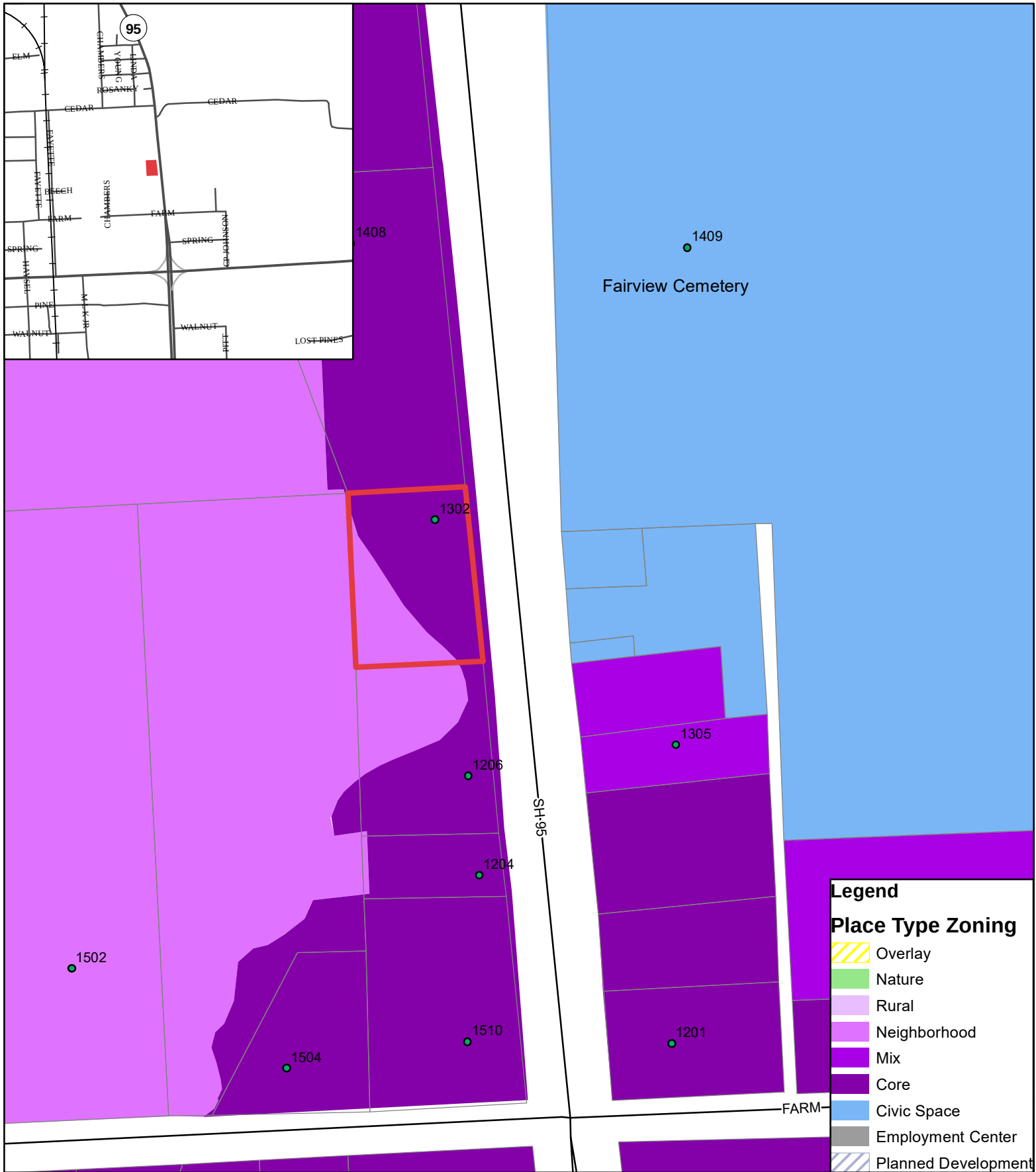
Property Owner's Signature: _____

Additional Comments (Optional): _____

Re: Place Type Change 32405_0.683 acres of Farm Lot 37 East of Main Street_1302 State Highway 95

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



Location Map Zoning Change 1302 State Highway 95

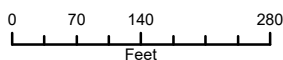
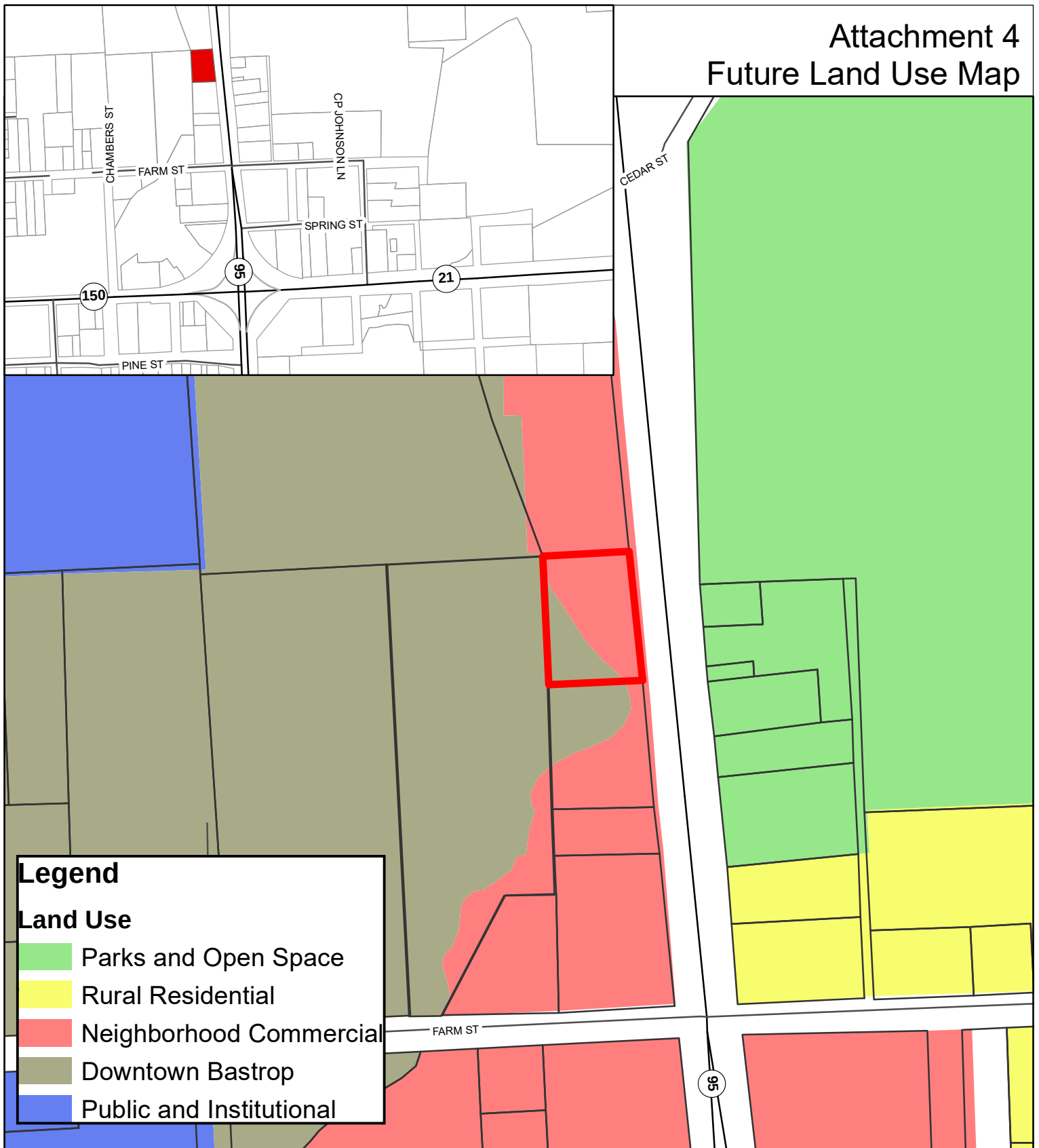
1 inch = 150 feet



Date: 11/1/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Attachment 4 Future Land Use Map



1302 SH 95 Rezone Request

1 inch = 208 feet

Date: 11/13/2019

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STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8E

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-68, of the City Council of the City of Bastrop, Texas, rezoning 0.193 acres of Building Block 6 West of Water Street, from P-5 Core to P-4 Mix, located 1110 Water Street within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Allison Long, Planner

ITEM DETAILS:

Site Address: 1110 Water Street (Exhibit A)
Total Acreage: 0.193 acres
Legal Description: 0.193 acres of Building Block 6 West of Water Street

Property Owners: Rebeca Jensen

Existing Use: Residential
Existing Zoning: P-5 Core (Previously Form-Based Code -- Downtown Mixed Use (Attachment 3))
Requested Zoning: P-4 Mix
Future Land Use: Downtown Bastrop (Attachment 4)

BACKGROUND/HISTORY:

Currently, this property includes a residential home. If the property were zoned to P-5, it would become a non-conforming use. The P-4 Mix allows for residential homes, as well as commercial in residential form, so this district would be appropriate.

PUBLIC COMMENTS:

Property owner notifications were sent to 13 adjacent property owners on November 5, 2019. (Attachment 2) At the time of this report, three responses have been received. (Attachment 5)

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan – Downtown Bastrop: The Downtown Bastrop character area allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses. The character area's range of land uses may be mixed on individual parcels or developments sites, and within individual buildings. Building form and lot arrangement will support an urban character with structures framing the street. The scale of land uses, and transitions between them will compliment historic building form and intensity, but increased development intensity may be allowed on a case-by-case basis to encourage viable investment in center city Bastrop.

The request for P-4 Mix is appropriate in the Downtown Bastrop future land use category, as it will allow for a mix of uses for both the site and for the area. Furthermore, it allows for a transition in the intensity of use from adjacent properties, while maintaining the house form of the P-4 district.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission unanimously voted to approve the rezoning request.

CITY COUNCIL ACTION:

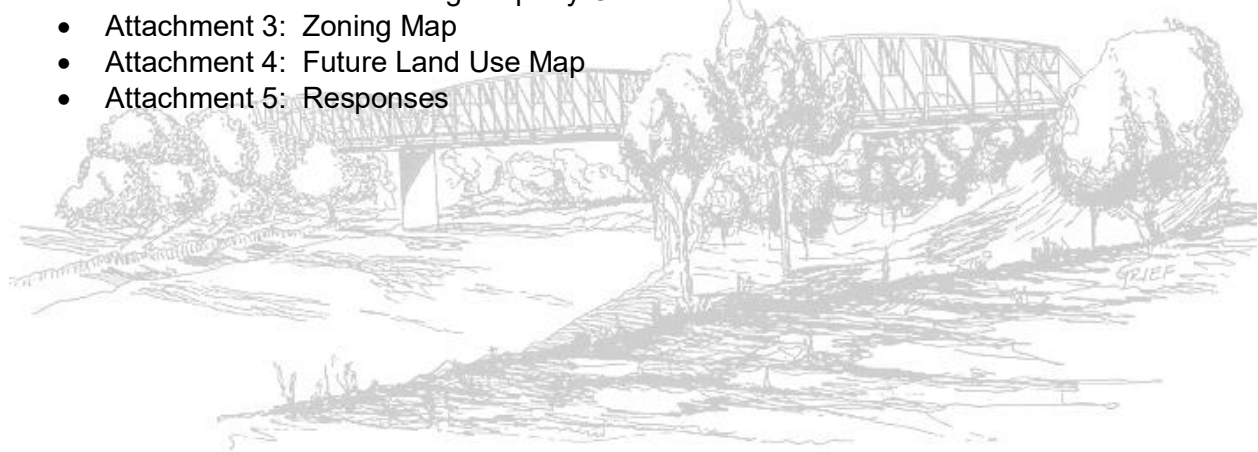
At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approve the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-68, of the City Council of the City of Bastrop, Texas, rezoning 0.193 acres of Building Block 6 West of Water Street, from P-5 Core to P-4 Mix, located 1110 Water Street within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Responses



ORDINANCE 2019-68

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.193 ACRES OF BUILDING BLOCK 6 WEST OF WATER STREET, FROM P-5 CORE TO P-4 MIX, LOCATED 1110 WATER STREET WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Rebeca Jensen (hereinafter referred to as "Property Owner") submitted a request to rezone 0.193 acres of Building Block 6 West of Water Street, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-5 Core; and

WHEREAS, the Property Owner is requesting to be rezoned to P-4 Mix; and

WHEREAS, the Future Land Use Designation for this Property is Downtown Bastrop, which allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a unanimous vote; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.193 acres of Building Block 6 West of Water Street, located 1110 Water Street, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-4 Mix.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

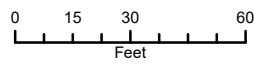
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



1110 Water Street Rezone Request



1 inch = 50 feet



Date: 11/12/2019

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From: [Rebeca Jensen](#)
To: [Jennifer Bills](#)
Subject: Re: Zoning change
Date: Tuesday, October 8, 2019 10:01:23 AM

I am having trouble filling out the form.
My designation was P-4 mixed use
Proposed is P-5
Property is 33610
I want to stay P-4
1110 Water Street is currently a single family home.
Thank you
Rebeca Jensen

Sent from my iPhone

> On Oct 7, 2019, at 2:54 PM, Jennifer Bills <jbills@cityofbastrop.org> wrote:
>
> 33610

WARNING EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.193 acres of Building Block 6 West of Water Street, located at 1110 Water Street, from the existing Form-Based Code – Downtown Mixed Use District (which is being rezoned to P-5 Core with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 1110 Water Street
Property ID/Parcel Number: 33610
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

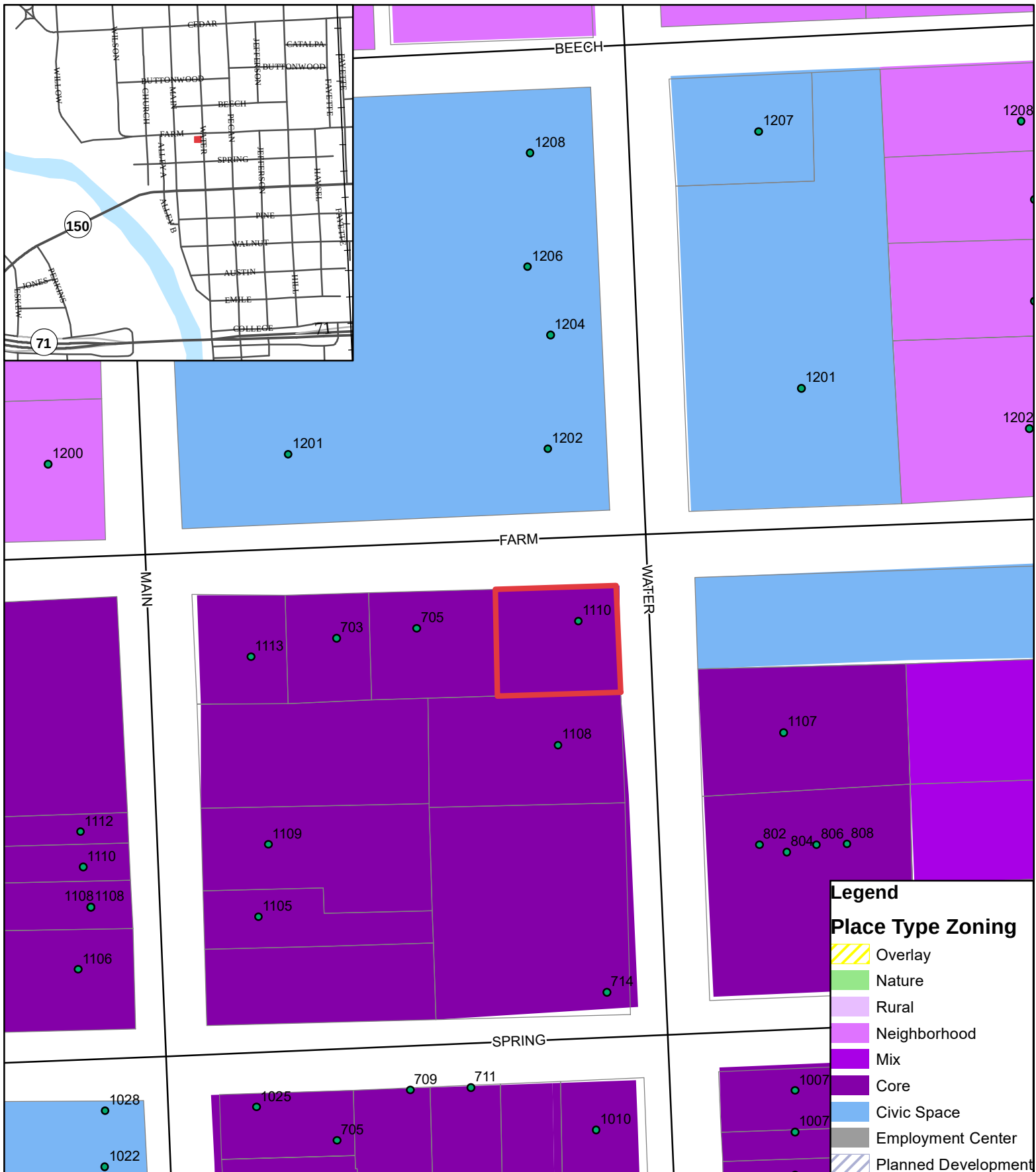
Property Owner's Signature: _____

Additional Comments (Optional): _____

Re: Place Type Change 33610_ 0.193 acres of Building Block 6 West of Water Street _ 1110 Water Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



1 inch = 100 feet

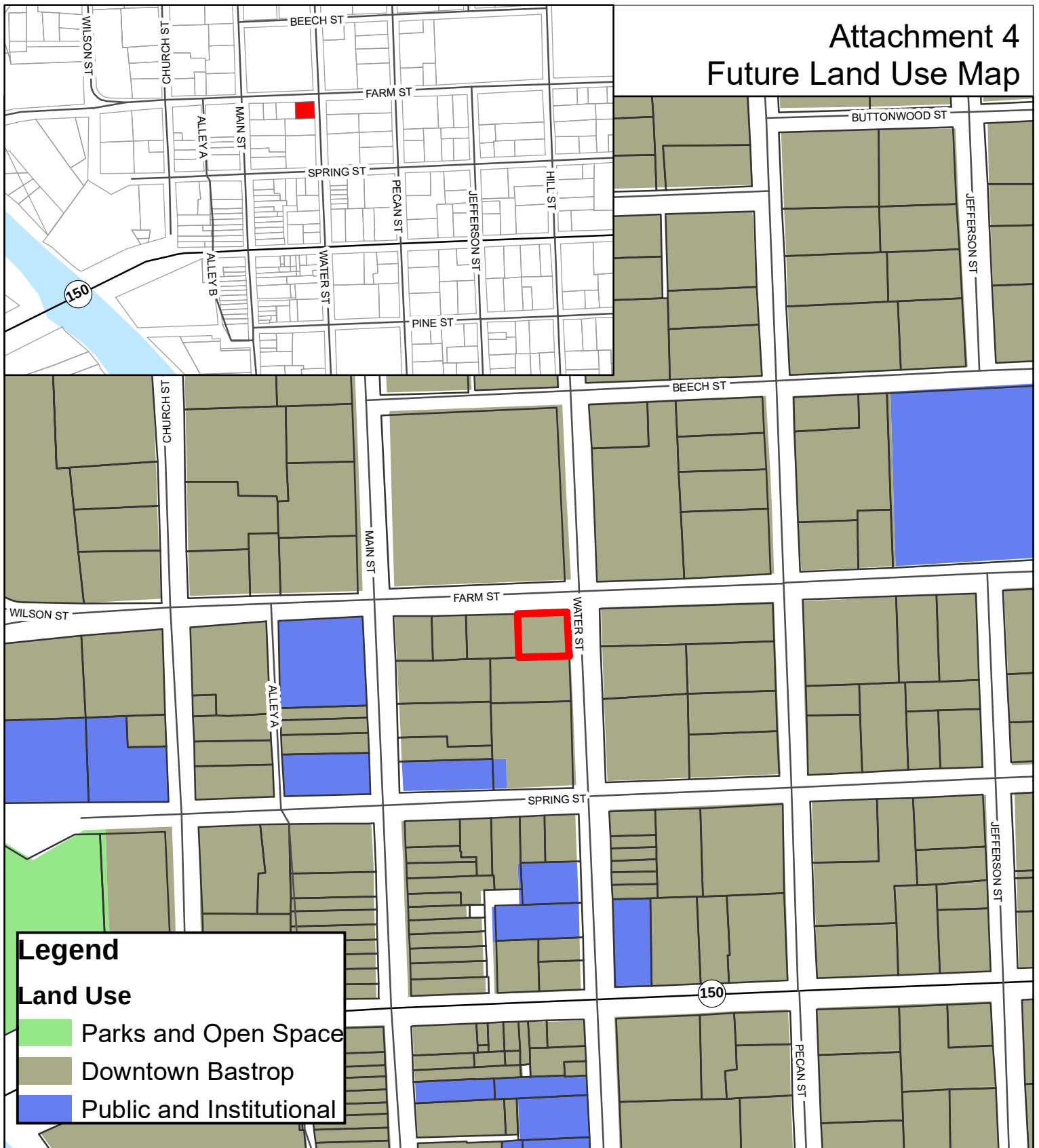
Location Map Zoning Change 1110 Water St



The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 11/1/2019

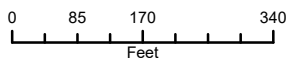
Attachment 4 Future Land Use Map



Legend

Land Use

- Parks and Open Space
- Downtown Bastrop
- Public and Institutional



1110 Water Street Rezone Request

1 inch = 250 feet

Date: 11/13/2019

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**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**



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Property Address: 1110 Water Street
Property ID/Parcel Number: 33610
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

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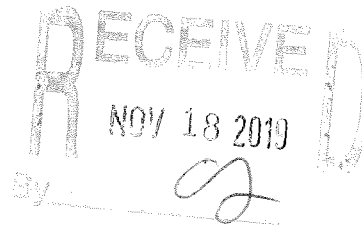
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PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.



Property Owner Name: Rebecca Jensen

Property Address: 1110 Water St

Mailing Address (if different than property address): Box 1254 Bastrop

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: [Signature]

Additional Comments (Optional): 1110 Water is a one family home.

I'd like to keep it that way with mix use P-4 Mix

Re: Place Type Change 33610_ 0.193 acres of Building Block 6 West of Water Street _1110 Water Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

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Property Address: 1110 Water Street
Property ID/Parcel Number: 33610
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

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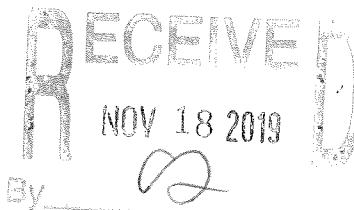
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8<-----

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.



Property Owner Name: Annie Taylor

Property Address: 703 Farm Street 78602

Mailing Address (if different than property address): PO Box 1175 78602

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: [Signature]

Additional Comments (Optional): _____

Re: Place Type Change 33610_ 0.193 acres of Building Block 6 West of Water Street _1110 Water Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

**Notice of Pending Zoning Change
City of Bastrop
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Property Address: 1110 Water Street
Property ID/Parcel Number: 33610
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

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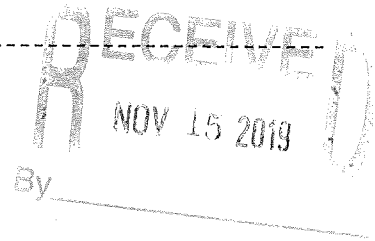
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8<-----

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☒ I have no objection to the change.



Property Owner Name: First Baptist Church

Property Address: 1201 Water Street

Mailing Address (if different than property address): P.O. Box 633

Phone (optional): 512-321-3384 Email (optional): _____

Property Owner's Signature: Janie Mefford - Financial Secretary

Additional Comments (Optional): _____

Re: Place Type Change 33610_ 0.193 acres of Building Block 6 West of Water Street _ 1110 Water Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8F

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-69 of the City Council of the City of Bastrop, Texas, rezoning 0.129 acres of Building Block 6, West of Water Street, from P-5 Core to P-4 Mix, located 703 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Allison Long, Planner

ITEM DETAILS:

Site Address: 703 Farm Street (Exhibit A)
Total Acreage: 0.129 acres
Legal Description: 0.129 acres of Building Block 6, West of Water St

Property Owners: Jonathan Clinton & Annie Marie Taylor

Existing Use: Residential
Existing Zoning: P-5 Core (Previously Form-Based Code – Downtown Mixed Use (Attachment 3)
Requested Zoning: P-4 Mix
Future Land Use: Downtown Bastrop (Attachment 4)

BACKGROUND/HISTORY:

Currently, this property includes a residential home. If the property were zoned to P-5, it would immediately become a non-conforming use. The property owner also provided that this home is a State designated historical marker and that they believe the P-4 designation is the place type most aligned with the current house form.

PUBLIC COMMENTS:

Property owner notifications were sent to 15 adjacent property owners on November 5, 2019. (Attachment 2) At the time of this report, two responses have been received. (Attachment 5)

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan – Downtown Bastrop: The Downtown Bastrop character area allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses. The character area's range of land uses may be mixed on individual parcels or developments sites, and within individual buildings. Building form and lot arrangement will support an urban character with structures framing the street. The scale of land uses, and transitions between them will compliment historic building form and intensity, but increased development intensity may be allowed on a case-by-case basis to encourage viable investment in center city Bastrop.

The request for P-4 Mix is appropriate in the Downtown Bastrop future land use category, as it will allow for a mix of uses for both the site and for the area. Furthermore, it allows for an increase of the intensity of use, while maintaining the house form of the P-4 district.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission unanimously voted to approve the rezoning request.

CITY COUNCIL ACTION:

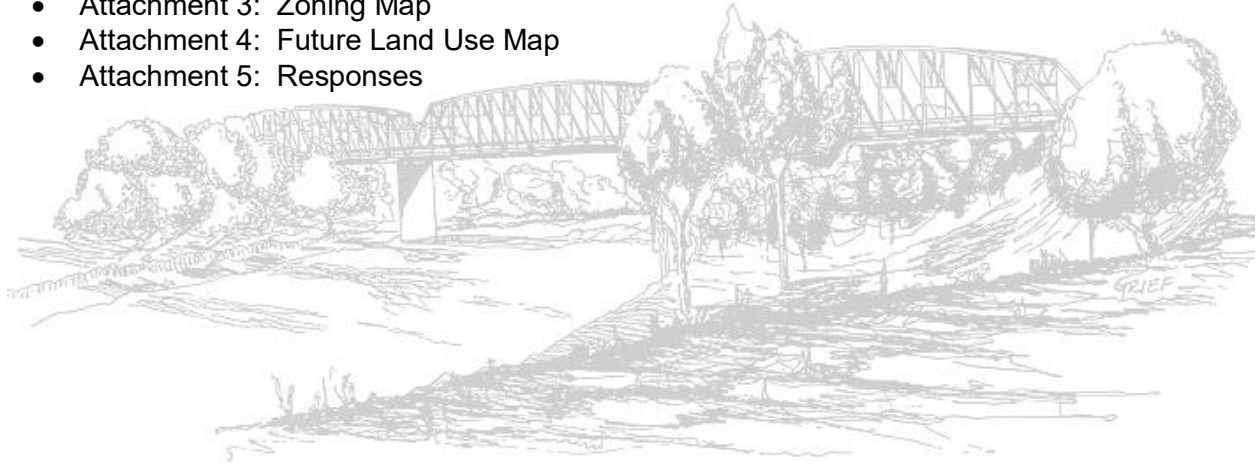
At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approve the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-69 of the City Council of the City of Bastrop, Texas, rezoning 0.129 acres of Building Block 6, West of Water Street, from P-5 Core to P-4 Mix, located 703 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Responses



ORDINANCE 2019-69

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.129 ACRES OF BUILDING BLOCK 6, WEST OF WATER STREET, FROM P-5 CORE TO P-4 MIX, LOCATED 703 FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Jonathan Clinton & Annie Marie Taylor (hereinafter referred to as "Property Owner") submitted a request to rezone 0.129 acres of Building Block 6, West of Water St, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-5 Core; and

WHEREAS, the Property Owner is requesting to be rezoned to P-4 Mix; and

WHEREAS, the Future Land Use Designation for this Property is Downtown Bastrop, which allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a unanimous vote; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.129 acres of Building Block 6, West of Water Street, located 703 Farm Street, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-4 Mix.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

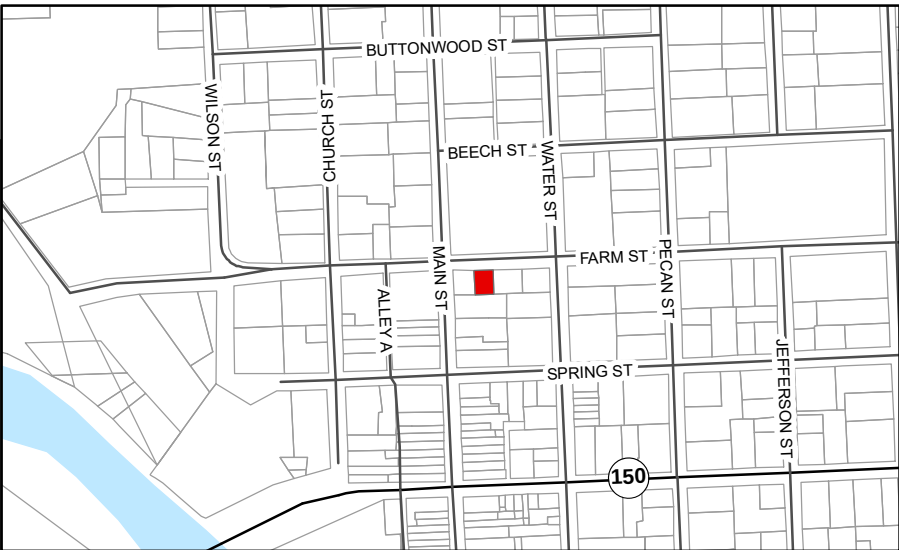
ATTEST:

Ann Franklin, City Secretary

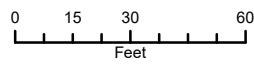
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



703 Farm Street Rezone Request



1 inch = 50 feet



Date: 11/12/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Attachment 1

From: [Anne Taylor](#)
To: [Jennifer Bills](#)
Subject: Re: Bastrop Building Block Code - Change to Zoning request
Date: Tuesday, October 8, 2019 10:12:39 AM

Jennifer,
I appreciate your assistance this morning and your help with this form. Thank you so much!
See below for the answers to the form.
Many thanks in advance.
Annie Taylor

Proposed place type zoning: P-5

Requested place type zoning: P-4

Reason for requested place type: 703 Farm is a two-story historic home with a registry designation built in the 1860s. It is a single family home. It could potentially house a business should the character of the home be retained although it's currently a residence. The P4-Mix designation accurately describes this home while P5-Core does not.

Property owner name:
Jonathan & Annie Taylor

Property Address:
703 Farm Street-Property ID 33624

Sent from my iPhone

On Oct 8, 2019, at 10:04 AM, Jennifer Bills <jbills@cityofbastrop.org> wrote:

Hello Ms. Taylor,

Attached is the request form.

Please provide the information requested on the form in email and I will attach it for the request.

Thanks,

Jennifer C. Bills, AICP, LEED AP
Assistant Planning Director
City of Bastrop
Office: 512-332-8845

<Property Owner Request to Change Zoning Form.pdf>

WARNING EXTERNAL EMAIL: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please contact the IT Department for assistance.



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.129 acres of Building Block 6 West of Water Street, located at 703 Farm Street, from the existing Form-Based Code – Downtown Mixed Use District (which is being rezoned to P-5 Core with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 703 Farm Street
Property ID/Parcel Number: 33624
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

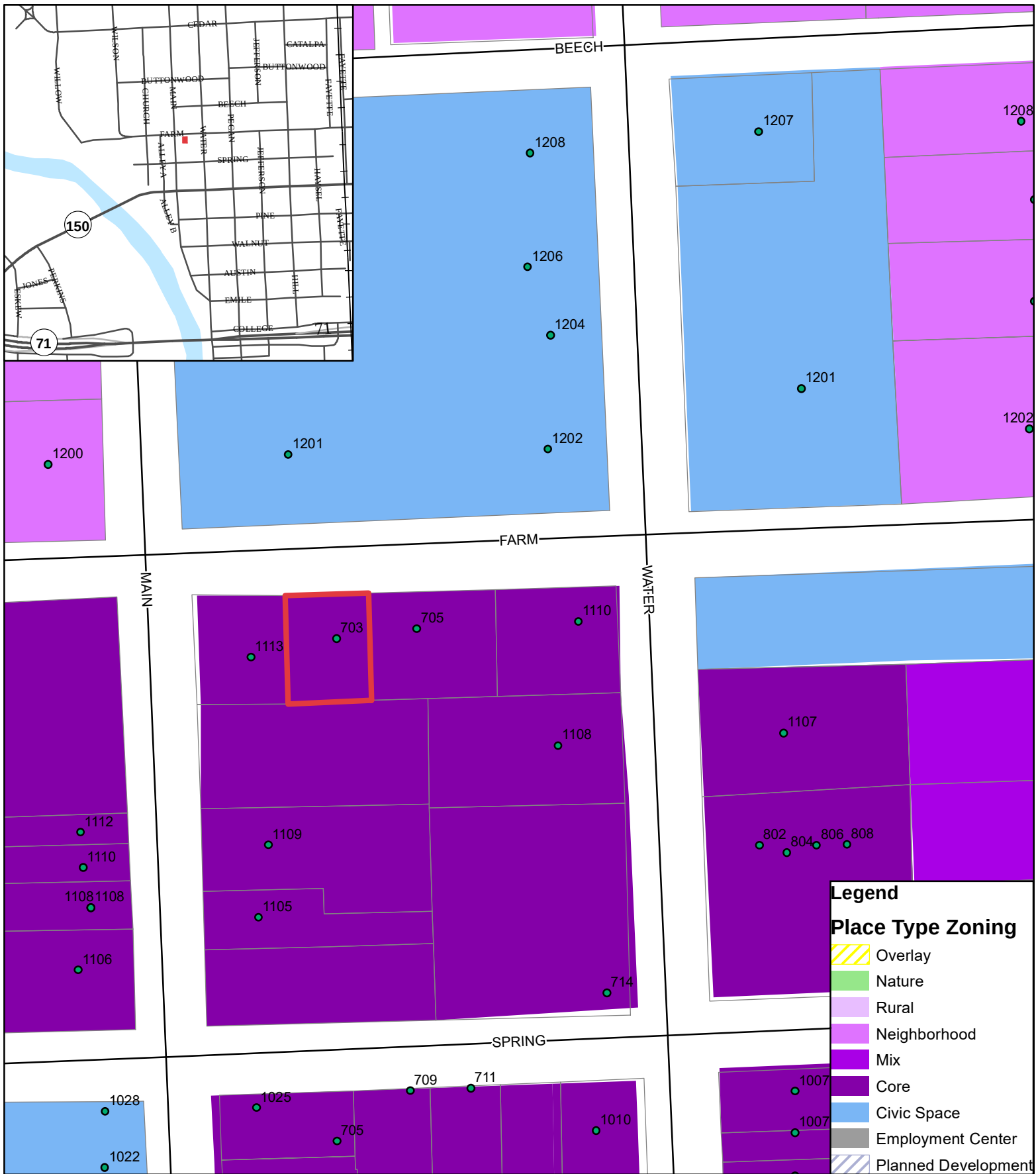
Property Owner's Signature: _____

Additional Comments (Optional): _____

Re: Place Type Change 33624_ 0.129 acres of Building Block 6 West of Water Street _703 Farm Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



1 inch = 100 feet

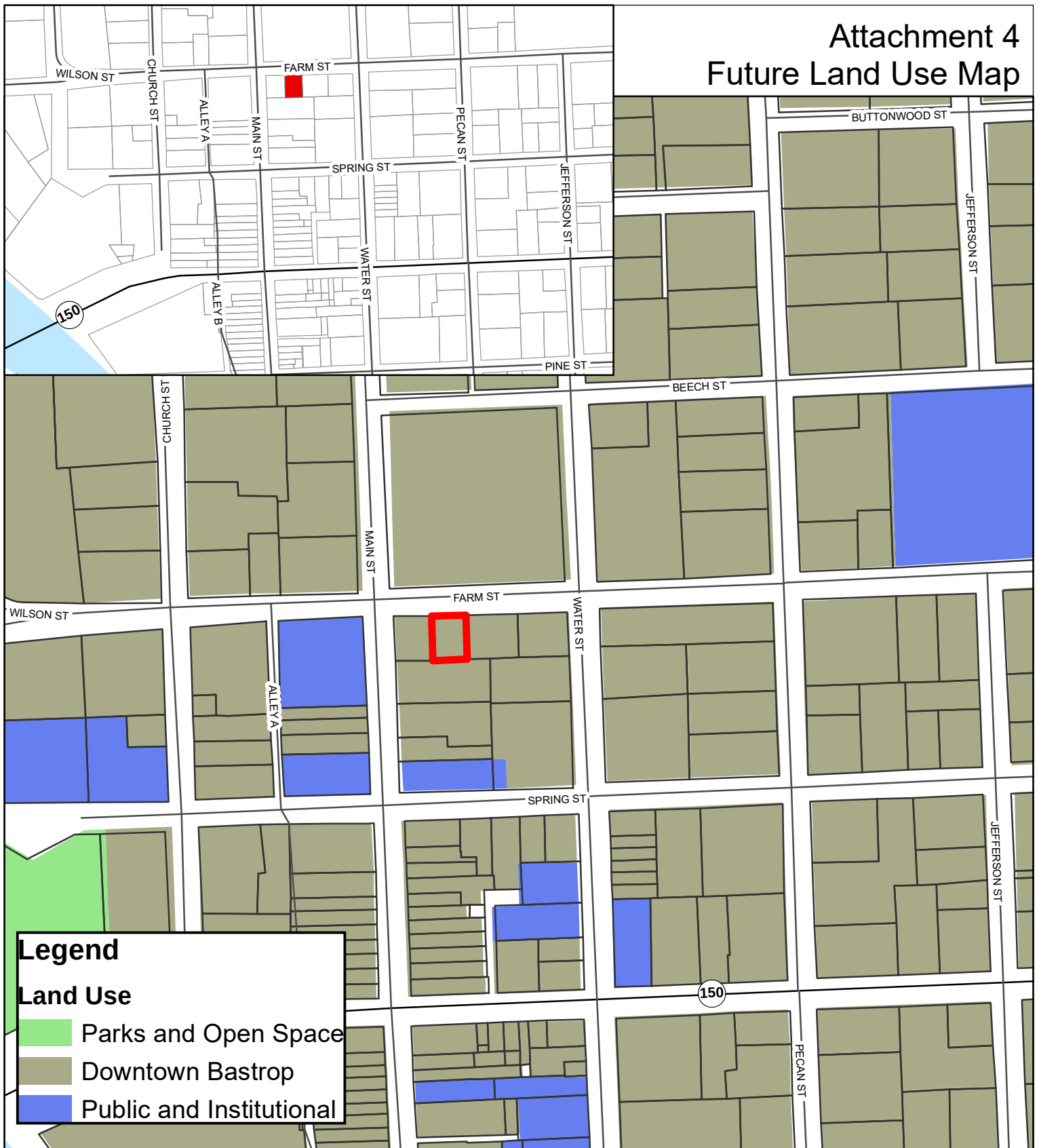
Location Map Zoning Change 703 Farm St



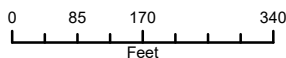
The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 11/1/2019

Attachment 4 Future Land Use Map



703 Farm Street Rezone Request



1 inch = 250 feet

Date: 11/13/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



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Property Address: 703 Farm Street
Property ID/Parcel Number: 33624
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

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PROPERTY OWNER'S RESPONSE
As a property owner within 200 feet: (please check one)
☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

RECEIVED
NOV 18 2019
By aj

Property Owner Name: Annie Taylor

Property Address: 703 Farm Street 78602

Mailing Address (if different than property address): PO Box 1175 78602

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: [Signature]

Additional Comments (Optional): 703 Farm Street is a

recorded Texas historic landmark & is on the national
Re: Place Type Change 33624_ 0.129 acres of Building Block 6 West of Water Street _703 Farm Street
register of historic places.

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council



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Property Address: 703 Farm Street
Property ID/Parcel Number: 33624
Current Zoning: Form-Based Code – Downtown Mixed Use
Proposed B³ Code Zoning (Place Type): P-5 Core
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

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PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Rebecca Jensen

Property Address: 1110 Water Street

Mailing Address (if different than property address): Box 1254

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: [Signature]

Additional Comments (Optional): 703 Farm St is a historic home

Let's keep it that way with P-4 mix

Re: Place Type Change 33624_ 0.129 acres of Building Block 6 West of Water Street _703 Farm Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8G

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-70 of the City Council of the City of Bastrop, Texas, rezoning 0.353 acres of Building Block 8, West of Water Street, from P-CS Civic Space to P-5 Core, located 1028 Main Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Allison Long, Planner

ITEM DETAILS:

Site Address: 1028 Main Street (Exhibit A)
Total Acreage: 0.353 acres
Legal Description: 0.353 acres of Building Block 8, West of Water Street

Property Owners: Protestant Episcopal Church

Existing Use: Commercial/Church

Existing Zoning: P-CS Civic Space (Previously Form-Based Code – Historic Main Street)
(Attachment 3)

Requested Zoning: P-5 - Core

Future Land Use: Downtown Bastrop (Attachment 4)

BACKGROUND/HISTORY:

This property is currently the Fellowship Hall for the Calvary Episcopal Church and the lot directly faces Main Street. Under the Form-Based Code, it was zoned Historic Main Street. Place Type – Civic Space is appropriate for a church but is not the best fit if the church were to use or the property as a retail or event space. The previous zoning allowed for commercial uses without a civic component if the property were to redevelop. P-5 Core is consistent with the rest of downtown Main Street.

PUBLIC COMMENTS:

Property owner notifications were sent to 23 adjacent property owners on November 5, 2019. (Attachment 2) At the time of this report, two responses had been received. (Attachment 5)

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- **Future Land Use Plan – Downtown Bastrop:** The Downtown Bastrop character area allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses. The character area's range of land uses may be mixed on individual parcels or developments sites, and within individual buildings. Building form and lot arrangement will support an urban character with structures framing the street. The scale of land uses, and transitions between them will compliment historic building form and intensity, but increased development intensity may be allowed on a case-by-case basis to encourage viable investment in center city Bastrop.

The request for P-5 Mix is appropriate in the Downtown Bastrop future land use category, as it will allow for a mix of uses for both the site and for the area. Currently, this property includes a church, which is also in line with the future land use.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission unanimously voted to approve the rezoning request.

CITY COUNCIL ACTION:

At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approved the request by a vote of 4-0-1 (Council Member Ennis abstained).

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-70 of the City Council of the City of Bastrop, Texas, rezoning 0.353 acres of Building Block 8, West of Water Street, from P-CS Civic Space to P-5 Core, located 1028 Main Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Responses



ORDINANCE 2019-70

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.353 ACRES OF BUILDING BLOCK 8, WEST OF WATER STREET, FROM P-CS CIVIC SPACE TO P-5 CORE, LOCATED 1028 MAIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Protestant Episcopal Church (hereinafter referred to as "Property Owner") submitted a request to rezone 0.353 acres of Building Block 8, West of Water Street, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-CS Civic Space; and

WHEREAS, the Property Owner is requesting to be rezoned to P-5 Core; and

WHEREAS, the Future Land Use Designation for this Property is Downtown Bastrop, which allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a unanimous vote; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.353 acres of Building Block 8, West of Water Street, located 1028 Main Street, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-5 Core.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

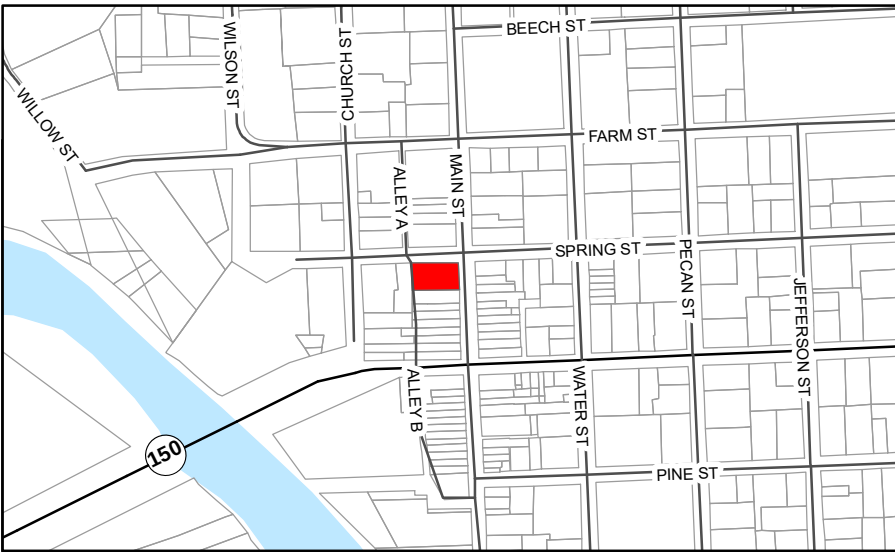
ATTEST:

Ann Franklin, City Secretary

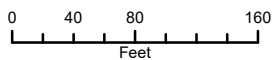
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



1028 Main Street Rezone Request



1 inch = 125 feet



Date: 11/12/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Individual Property Owner Place Type Change Request

Proposed Place Type Zoning (from the notice): P-CS Civic Space

Requested Place Type Zoning: 1028 Main Street P-5 Core

Reason for Requested Place Type / Why I would like to change my zoning: This property fronts Bastrop Main Street in the Core of the business district. Core is the appropriate designation.

Property Owner Name: Calvary Episcopal/Diocese of Texas

Property Address/Parcel ID: 1028 Main Street, Bastrop

Property Owner's Signature: Carl Brown, Senior Warden

Staff Use Only

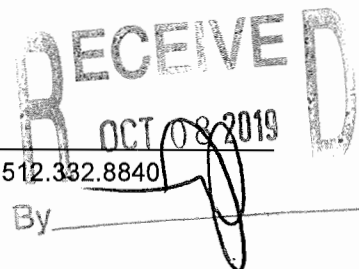
Reviewed By: _____

Staff Comments: _____

Staff Recommendation: ☐ Approve ☐ Deny

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org





**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.353 acres out of Building Block 8, West of Water Street, located at 1028 Main Street, from the existing From-Based Code – Historic Main Street District (which is being rezoned to P-CS Civic Space with the B³ Code rezoning) to P-5 Core, within the City Limits of Bastrop, Texas.

Property Address: 1028 Main Street
Property ID/Parcel Number: 33792
Current Zoning: Form-Based Code – Historic Main Street
Proposed B³ Code Zoning (Place Type): P-CS Civic Space
Requested Zoning (Place Type): P-5 Core

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

✂ -----

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

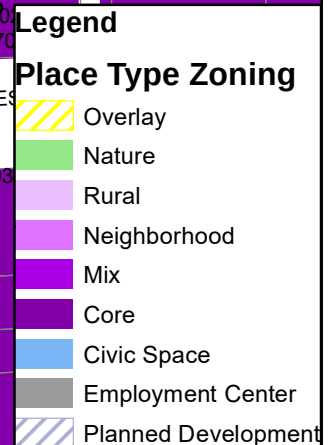
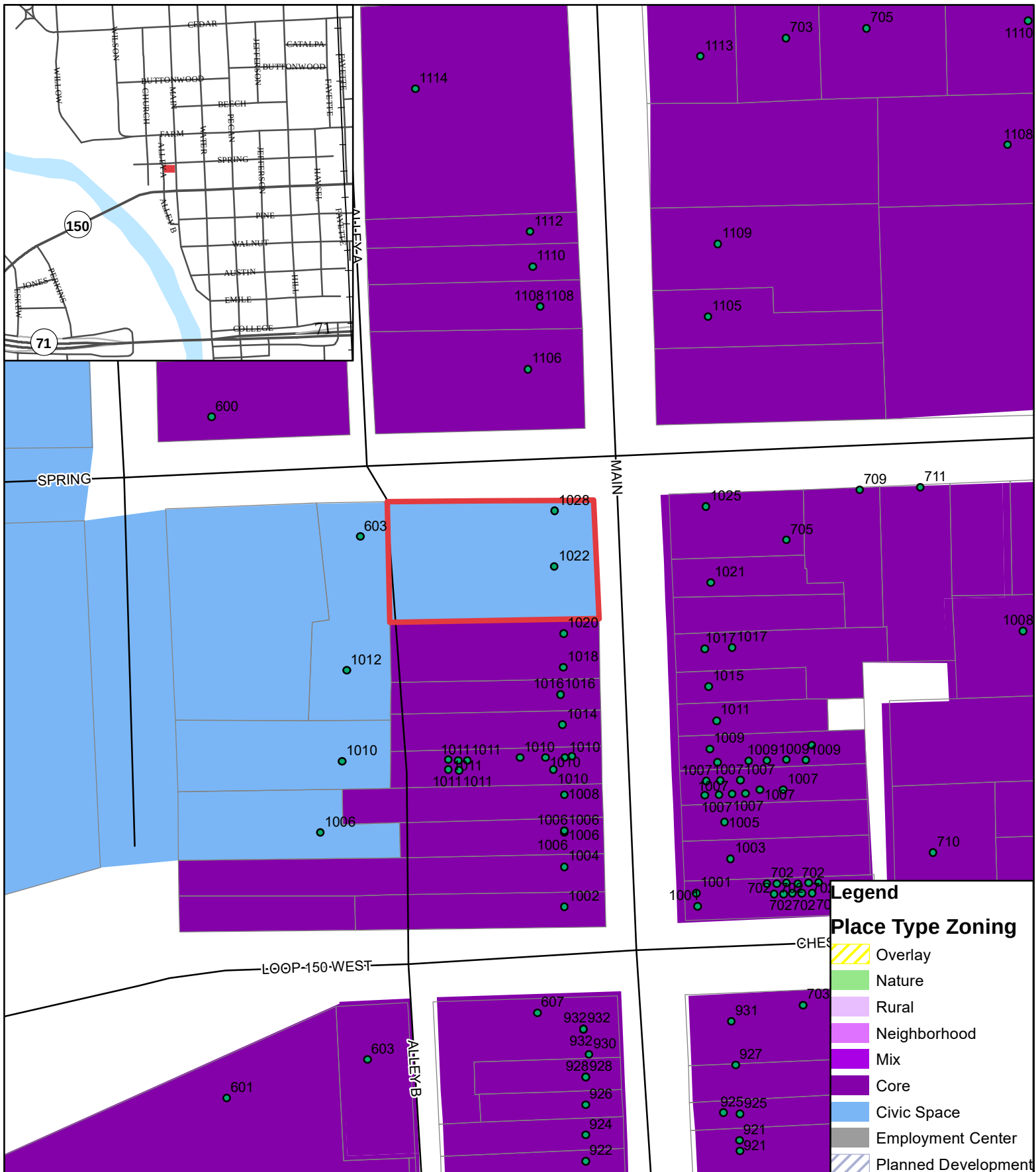
Property Owner's Signature: _____

Additional Comments (Optional): _____

Re: Place Type Change 33792_Building Block 8, West of Water Street_1028 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



Location Map Zoning Change 1028 Main St

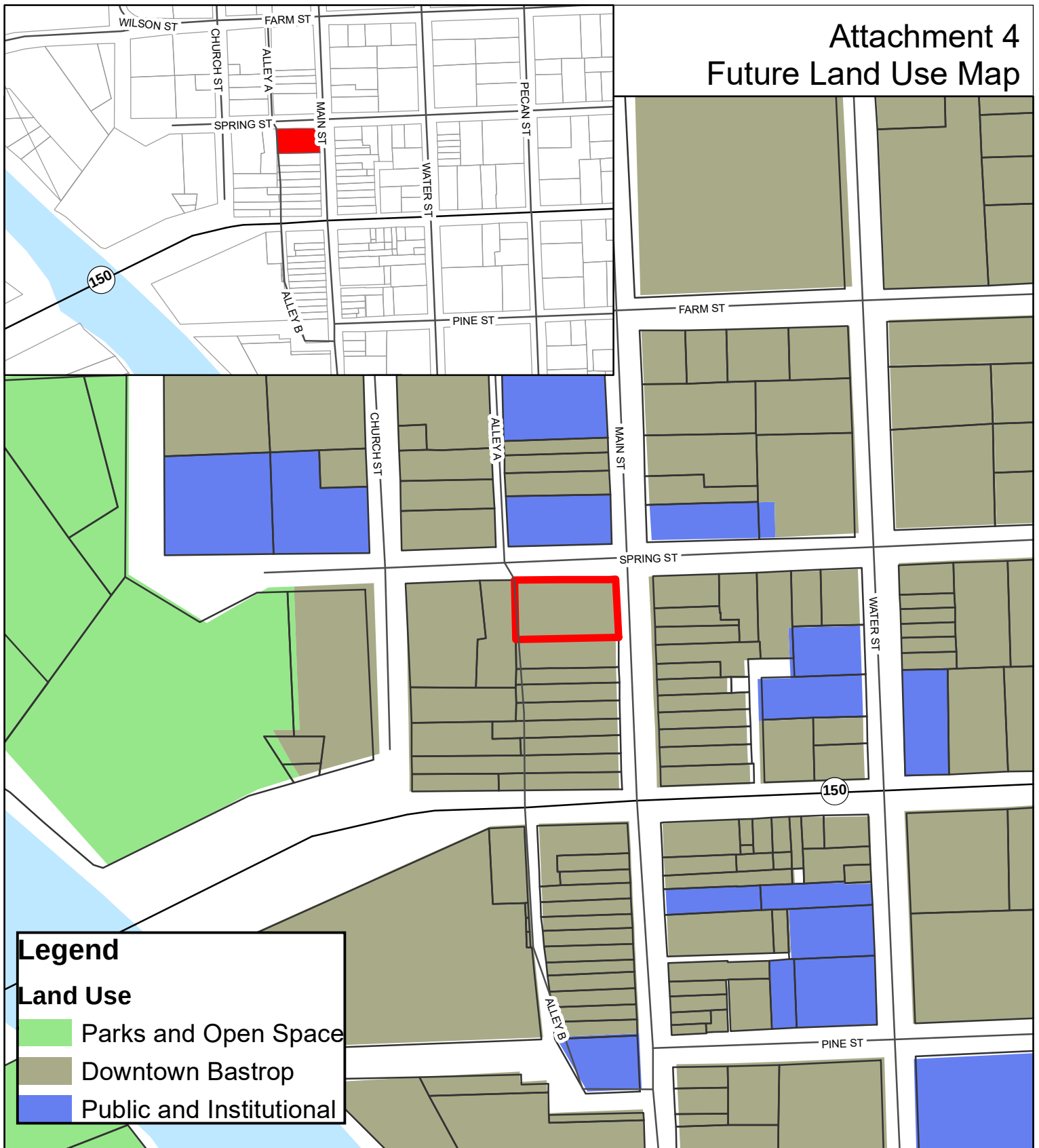
1 inch = 100 feet



The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 11/1/2019

Attachment 4 Future Land Use Map



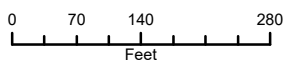
Legend

Land Use

- Parks and Open Space
- Downtown Bastrop
- Public and Institutional



1028 Main Street Rezone Request



1 inch = 208 feet

Date: 11/13/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**



The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.353 acres out of Building Block 8, West of Water Street, located at 1028 Main Street, from the existing From-Based Code – Historic Main Street District (which is being rezoned to P-CS Civic Space with the B³ Code rezoning) to P-5 Core, within the City Limits of Bastrop, Texas.

Property Address: 1028 Main Street
Property ID/Parcel Number: 33792
Current Zoning: Form-Based Code – Historic Main Street
Proposed B³ Code Zoning (Place Type): P-CS Civic Space
Requested Zoning (Place Type): P-5 Core

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

PROPERTY OWNER'S RESPONSE
As a property owner within 200 feet: (please check one)
☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

RECEIVED
NOV 18 2019
By _____

Property Owner Name: JOHN DUFF AND ROBERT DUFF

Property Address: 1016 MAIN

Mailing Address (if different than property address): 1111 WILKINSON GREEN, STE 100

Phone (optional): _____ Email (optional): HOUSTON, TX 77042

Property Owner's Signature: [Signature] JDUFF@

Additional Comments (Optional): LANDMARK INDUSTRIES.COM

Re: Place Type Change 33792_Building Block 8, West of Water Street_1028 Main Street

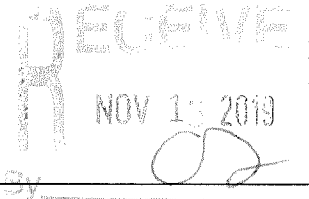
PLANNING & DEVELOPMENT

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www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.



Property Owner Name: William P. & Lisa K. Gossett

Property Address: 1009 Main St, Bastrop, TX 78602

Mailing Address (if different than property address): 316 Schaefer Blvd, Bastrop TX 78602

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: William P. Gossett Lisa K. Gossett

Additional Comments (Optional): _____

Re: Place Type Change 33792_Building Block 8, West of Water Street_1028 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8H

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-72 of the City Council of the City of Bastrop, Texas, rezoning 0.214 acres of Building Block 1 West of Water Street from P-3 Neighborhood, to P-4 Mix, located at 701 Austin Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: 701 Austin Street (Exhibit A)
Total Acreage: 0.214 acres
Legal Description: 0.214 acres of Building Block 1, West of Water Street
Property Owners: Patsy Namken Trigg

Existing Use: Residential
Existing Zoning: P-3 - Residential (Previously Form-Based Code – Neighborhood) (Attachment 3)
Requested Zoning: P-4 - Mix
Future Land Use: Downtown Bastrop (Attachment 4)

BACKGROUND/HISTORY:

The property owner has requested to change the Place Type to P-4 to extend the business area further south along Main Street (Attachment 1). Main Street serves as a major thoroughfare and connection from State Highway 71 to the historic downtown. Allowing for single-family, multi-family, and commercial businesses in house form will allow for the transition from the neighborhood into the downtown.

PUBLIC COMMENTS:

Property owner notifications were sent to 14 adjacent property owners on November 5, 2019 (Attachment 2). At the time of this report, two responses have been received, one in favor and one opposed to the zoning request (Attachment 5).

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- **Future Land Use Plan – Downtown Bastrop:** The Downtown Bastrop character area allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses. The character area's range of land uses may be mixed on individual parcels or developments sites, and within individual buildings. Building form and lot arrangement will support an urban character with structures framing the street. The scale of land uses, and transitions between them will compliment historic building form and intensity, but increased development intensity may be allowed on a case-by-case basis to encourage viable investment in center city Bastrop.

The request for P-4 Mix is appropriate in the Downtown Bastrop Land Use, as it will allow for a mix of uses for both the site and for the area. This property is located on the corner

of Main Street and Austin Street. The land use allows for an increase of the intensity of use, while maintaining the house form of the P-4 district.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission voted 4 - 3 to approve the rezoning request.

CITY COUNCIL ACTION:

At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approve the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-72 of the City Council of the City of Bastrop, Texas, rezoning 0.214 acres of Building Block 1 West of Water Street from P-3 Neighborhood, to P-4 Mix, located at 701 Austin Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Applicant Request
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Property Owner Response



ORDINANCE 2019-72

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.214 ACRES OF BUILDING BLOCK 1 WEST OF WATER STREET FROM P-3 NEIGHBORHOOD, TO P-4 MIX, LOCATED AT 701 AUSTIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Patsy Namken Trigg (hereinafter referred to as "Property Owner") submitted a request to 0.214 acres of Building Block 1 West of Water Street, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-3 Neighborhood; and

WHEREAS, the Property Owner is requesting to be rezoned to P-4 Mix; and

WHEREAS, the Future Land Use Designation for this Property is Downtown Bastrop character area which allows for a wide range of residential, retail, entertainment, professional service, and institutional land uses; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has **recommended approval** of the proposed request by a unanimous vote; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.214 acres of Building Block 1 West of Water Street, located at 701 Austin Street, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-4 Mix.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

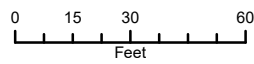
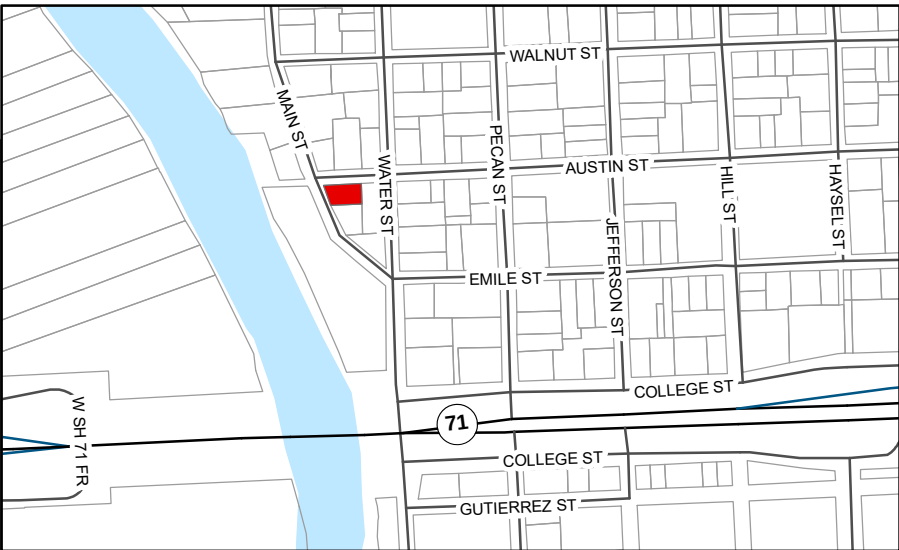
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



701 Austin Street Rezone Request

1 inch = 50 feet



Date: 11/12/2019

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BUILDING BASTROP



Individual Property Owner Place Type Change Request

Proposed Place Type Zoning (from the notice): P3

Requested Place Type Zoning: P4

Reason for Requested Place Type / Why I would like to change my zoning: _____

Both sides of Main Street are P4 or P5 all the way from College Street to the North except my property and 2 others on Main Street. I would like for you to consider making these properties P4 rather than P3. These 3 properties are a logical extension of the business zone.

Property Owner Name: Patsy Namken Trigg

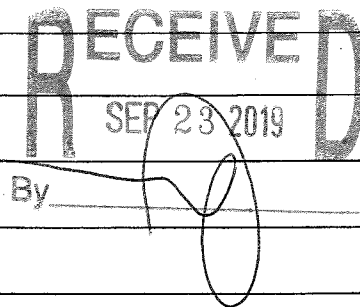
Property Address/Parcel ID: 701 Austin Street 32846

Property Owner's Signature: Patsy Namken Trigg

Staff Use Only

Reviewed By: _____

Staff Comments: _____



Staff Recommendation: ☐ Approve ☐ Deny

PLANNING & DEVELOPMENT



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.214 acres of Building Block 1 West of Water Street located at 701 Austin Street, from the existing Form-Based Code - Neighborhood District (which is being rezoned to P-3 Neighborhood with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 701 Austin Street
Property ID/Parcel Number: 32846
Current Zoning: Form-Based Code - Neighborhood
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

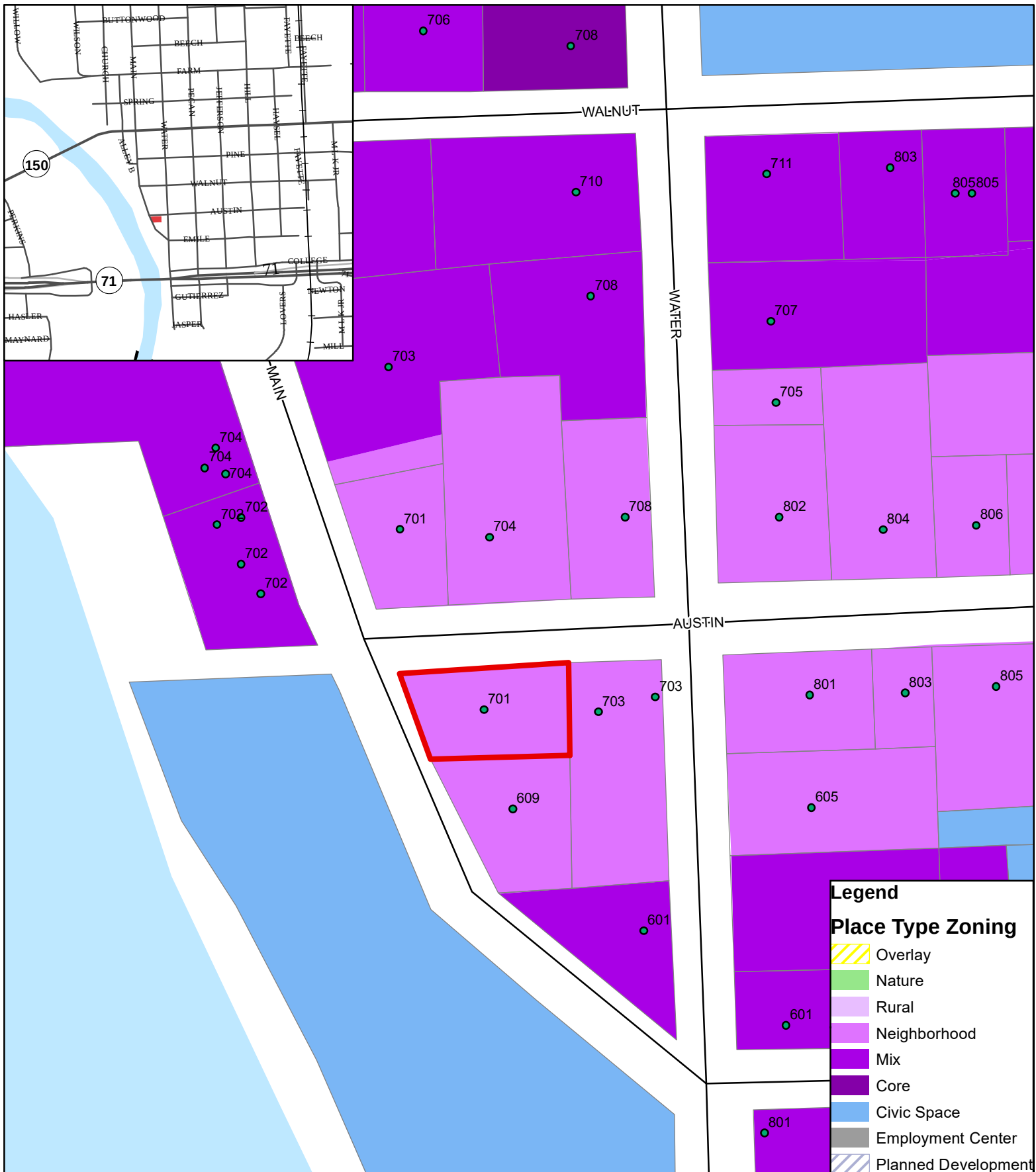
Property Owner's Signature: _____

Additional Comments (Optional): _____

Re: Place Type Change 32846_0.214 acres of Building Block 1, West of Water Street _701 Austin

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



Attachment 3 Place Type Zoning Map Zoning Change 701 Austin St



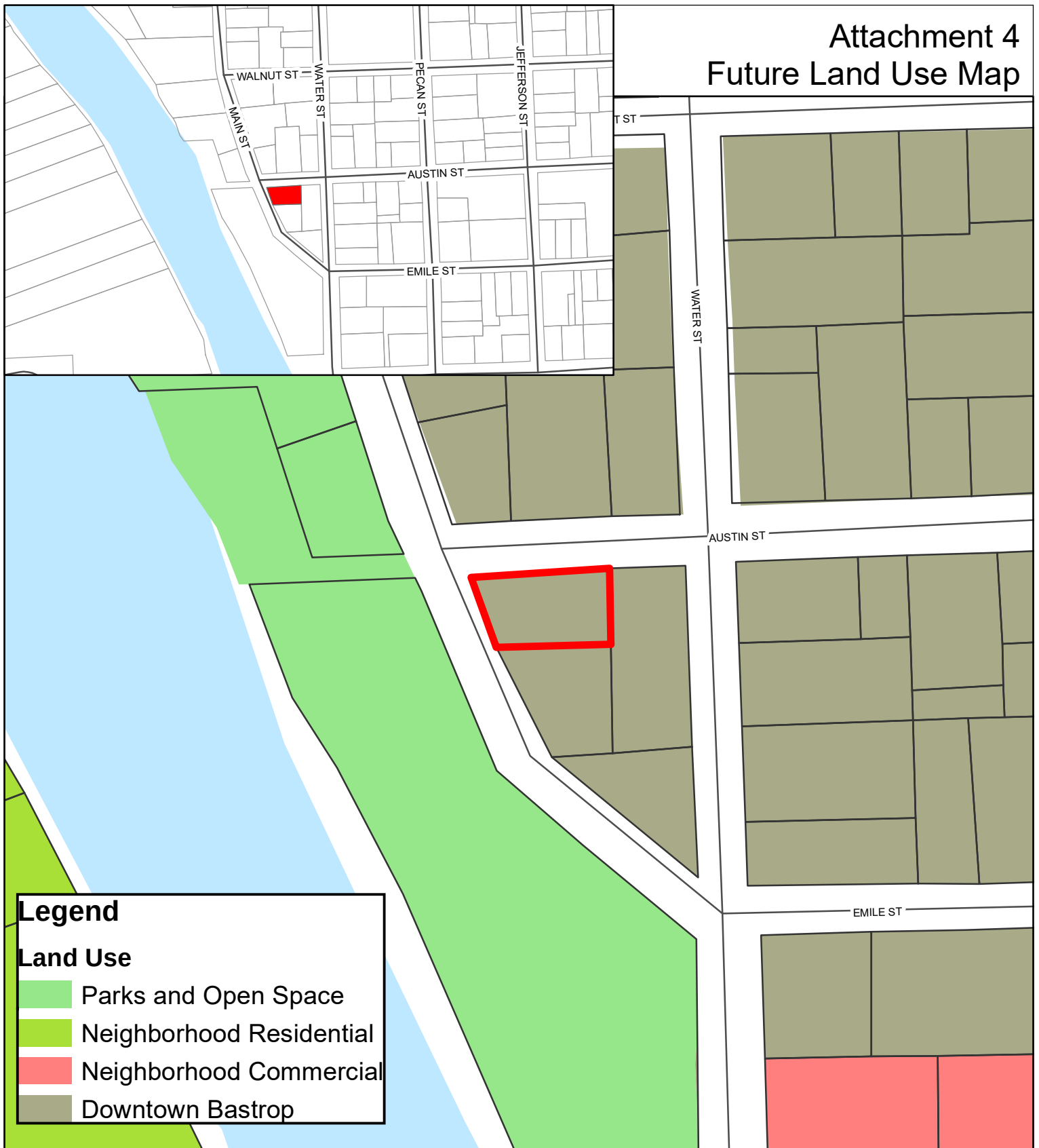
1 inch = 100 feet



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Date: 11/1/2019

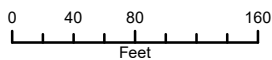
Attachment 4 Future Land Use Map



Legend

Land Use

- Parks and Open Space
- Neighborhood Residential
- Neighborhood Commercial
- Downtown Bastrop



701 Austin Street Rezone Request

1 inch = 125 feet

Date: 11/13/2019

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PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ ~~WE~~ ^{ARE} am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: MINA MASONIC LODGE No. 1456

Property Address: 601 MAIN ST.

Mailing Address (if different than property address): _____

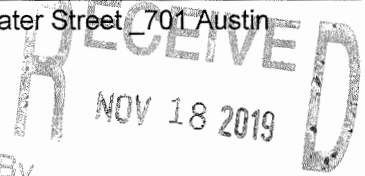
Phone (optional): 512 303-0191 Email (optional): MINA1456@GVEE.NET

Property Owner's Signature: [Signature] Secretary

Additional Comments (Optional): NONE

Re: Place Type Change 32846_0.214 acres of Building Block 1, West of Water Street_701 Austin

PLANNING & DEVELOPMENT



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☒ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Amy Wadum

Property Address: 605 Water St

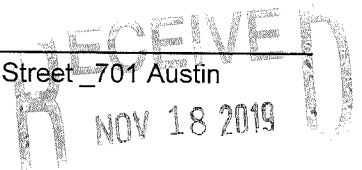
Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: Amy Wadum

Additional Comments (Optional): _____

Re: Place Type Change 32846_0.214 acres of Building Block 1, West of Water Street_701 Austin



PLANNING & DEVELOPMENT

By _____



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8I

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-73 of the City Council of the City of Bastrop, Texas, rezoning 1.866 acres of Bradford Subdivision, Lot 2 Fraction from P-3 Neighborhood, to P-4 Mix, located at 1903 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: 1903 Main Street (Exhibit A)
Total Acreage: 1.866 acres
Legal Description: 1.866 acres of Bradford Subdivision, Lot 2 Fraction
Property Owners: Steve & Kerry Fossler

Existing Use: Residential
Existing Zoning: P-3 Neighborhood (Previously Single-Family 7) (Attachment 3)
Requested Zoning: P-4 Mix
Future Land Use: Neighborhood Residential (Attachment 4)

BACKGROUND/HISTORY:

The property owner has requested to be zoned to P-4 Mix to allow them to install a small take-out commercial kitchen that would operate on a limited basis. P-4 Mix will allow commercial uses within a house-form structure, as well as single-family and multi-family uses. This is a larger property at 1.866 acres and is bounded by the railroad tracks to the south. Given the size and location constraints, the P-4 Mix is appropriate and the house-form will provide compatibility with the neighborhood design.

PUBLIC COMMENTS:

Property owner notifications were sent to 25 adjacent property owners on November 5, 2019 (Attachment 2). At the time of this report, four responses in favor and one opposed have been received. (Attachment 5)

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan – Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more. Although individual developments may exhibit common features including home size, lot size, setbacks, impervious surface coverage, etc., the character area supports variations of these spatial and aesthetics characteristics, subject to appropriate transitions in form, scale, and density between blocks or adjacent developments. In some instances, transitions between developments and adjacent character areas may include higher density housing types or neighborhood oriented commercial uses of limited scale.

The Neighborhood Residential land use supports limit commercial uses that are compatible with the neighborhood. Given the location of the property, and the fact that Main Street is a prime thoroughfare for connecting the neighborhood to the downtown, the house-form P-4 Mix would be compatible with the land use.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission motion to approve the request failed by a vote of three to four.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

CITY COUNCIL ACTION:

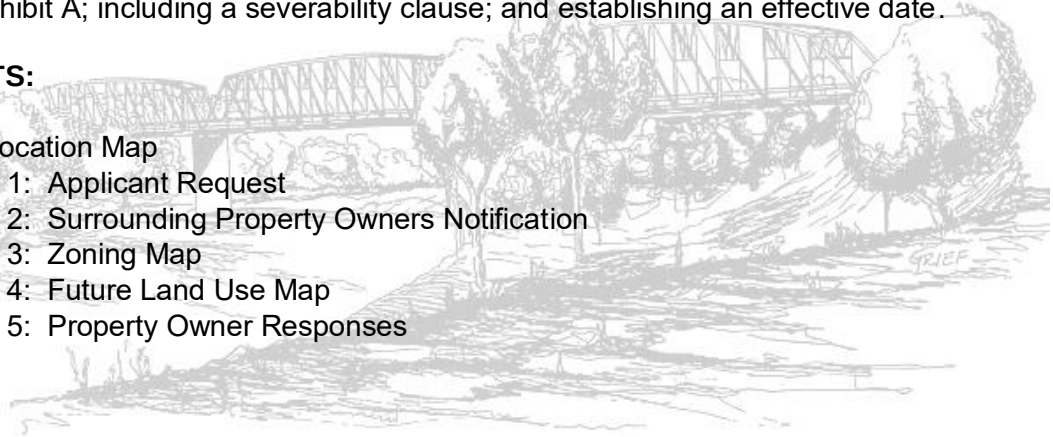
At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approve the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-73 of the City Council of the City of Bastrop, Texas, rezoning 1.866 acres of Bradford Subdivision, Lot 2 Fraction from P-3 Neighborhood, to P-4 Mix, located at 1903 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Applicant Request
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Property Owner Responses



ORDINANCE 2019-73

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 1.866 ACRES OF BRADFORD SUBDIVISION, LOT 2 FRACTION FROM P-3 NEIGHBORHOOD, TO P-4 MIX, LOCATED AT 1903 MAIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Steve & Kerry Fossler (hereinafter referred to as "Property Owner") submitted a request to 1.866 acres of Bradford Subdivision, Lot 2 Fraction, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-3 Neighborhood; and

WHEREAS, the Property Owner is requesting to be rezoned to P-4 Mix; and

WHEREAS, the Future Land Use Designation for this Property is The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and in some instances, transitions between developments and adjacent character areas may include higher density housing types or neighborhood oriented commercial uses of limited scale; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission motion to approve the request failed by a vote of three to four; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds by a vote of 5-0 that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 1.866 acres of Bradford Subdivision, Lot 2 Fraction, located 1903 Main Street, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-4 Mix.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

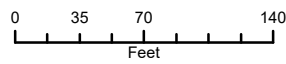
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



1903 Cedar Street Rezone Request



1 inch = 104 feet



Date: 11/12/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Individual Property Owner Place Type Change Request

Proposed Place Type Zoning (from the notice): P3 Neighborhood

Requested Place Type Zoning: P4 Mixed Use

Reason for Requested Place Type / Why I would like to change my zoning: _____

We have a sideyard that we'd like to use to build a *small* take-out commercial kitchen (house-based form), serving just 1 hour each weekday.
We plan for The "Bastrop Whistle Stop" to be open Monday through Friday from 12-1p to serve fresh food to the community, especially for residents of the North End District. It will probably be 2020 before we can submit our building plans and permits. This P-4 Mixed Use designation would allow us to dream this into reality and serve our town!

Property Owner Name: Steve & Kerry Fossler

Property Address/Parcel ID: 1903 Main St, Bastrop, TX 78602 / R28823

Property Owner's Signature: Kerry Fossler

Staff Use Only

Reviewed By: _____

Staff Comments: _____

Staff Recommendation: ☐ Approve ☐ Deny

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

RECEIVED

By AL at 4:20 pm, Oct 08, 2019



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 1.866 acres of Bradford Subdivision, Lot 2 Fraction, located at 1903 Main Street, from the existing Form-Based Code – Neighborhood District (which is being rezoned to P-3 Neighborhood with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 1903 Main Street
Property ID/Parcel Number: 28823
Current Zoning: Form-Based Code - Neighborhood
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

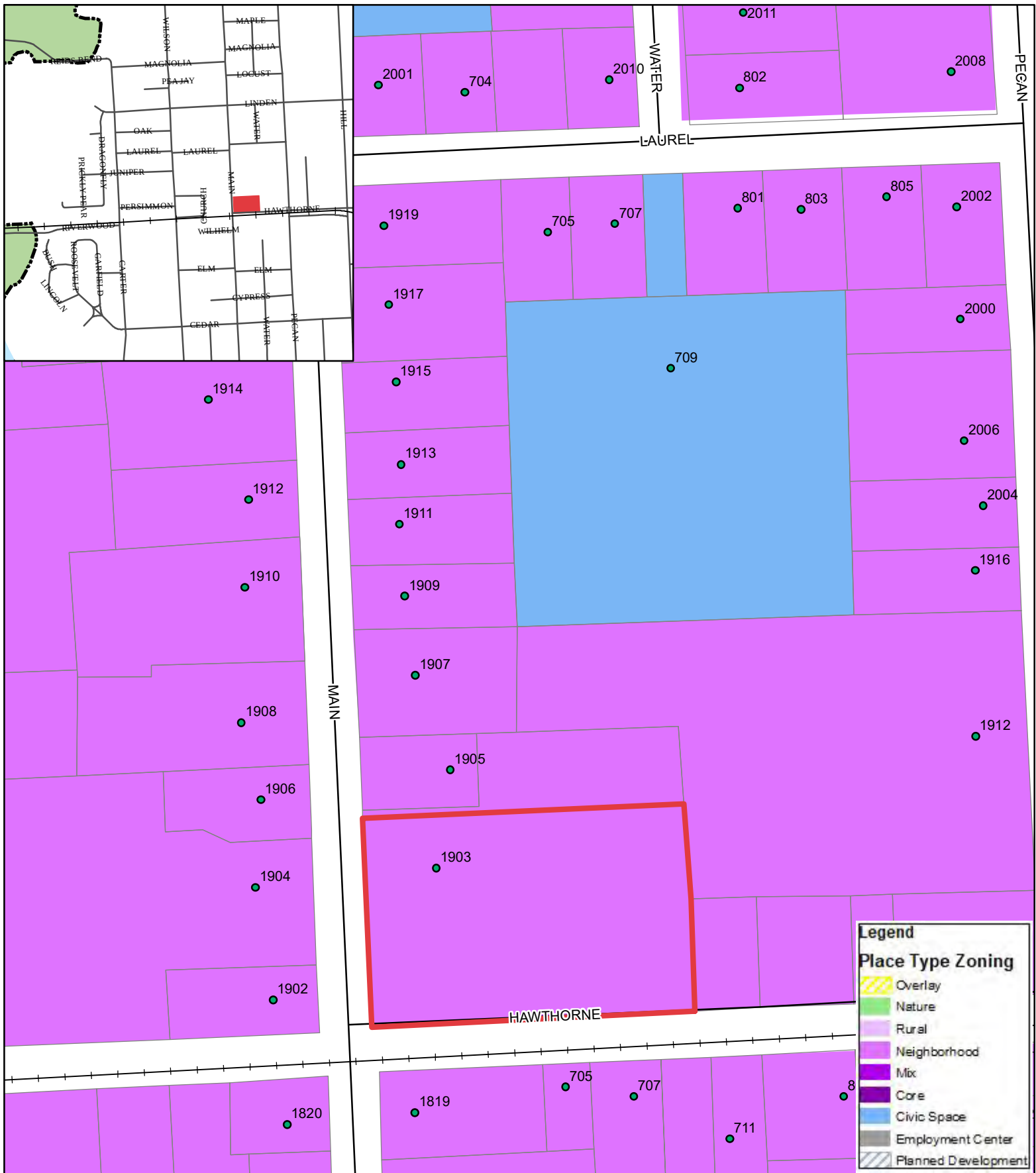
Property Owner's Signature: _____

Additional Comments (Optional): _____

Re: Place Type Change 28823_Bradford Subdivision, Lot 2 Fraction_1903 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org



Location Map Zoning Change 1903 Main St

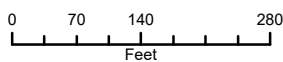
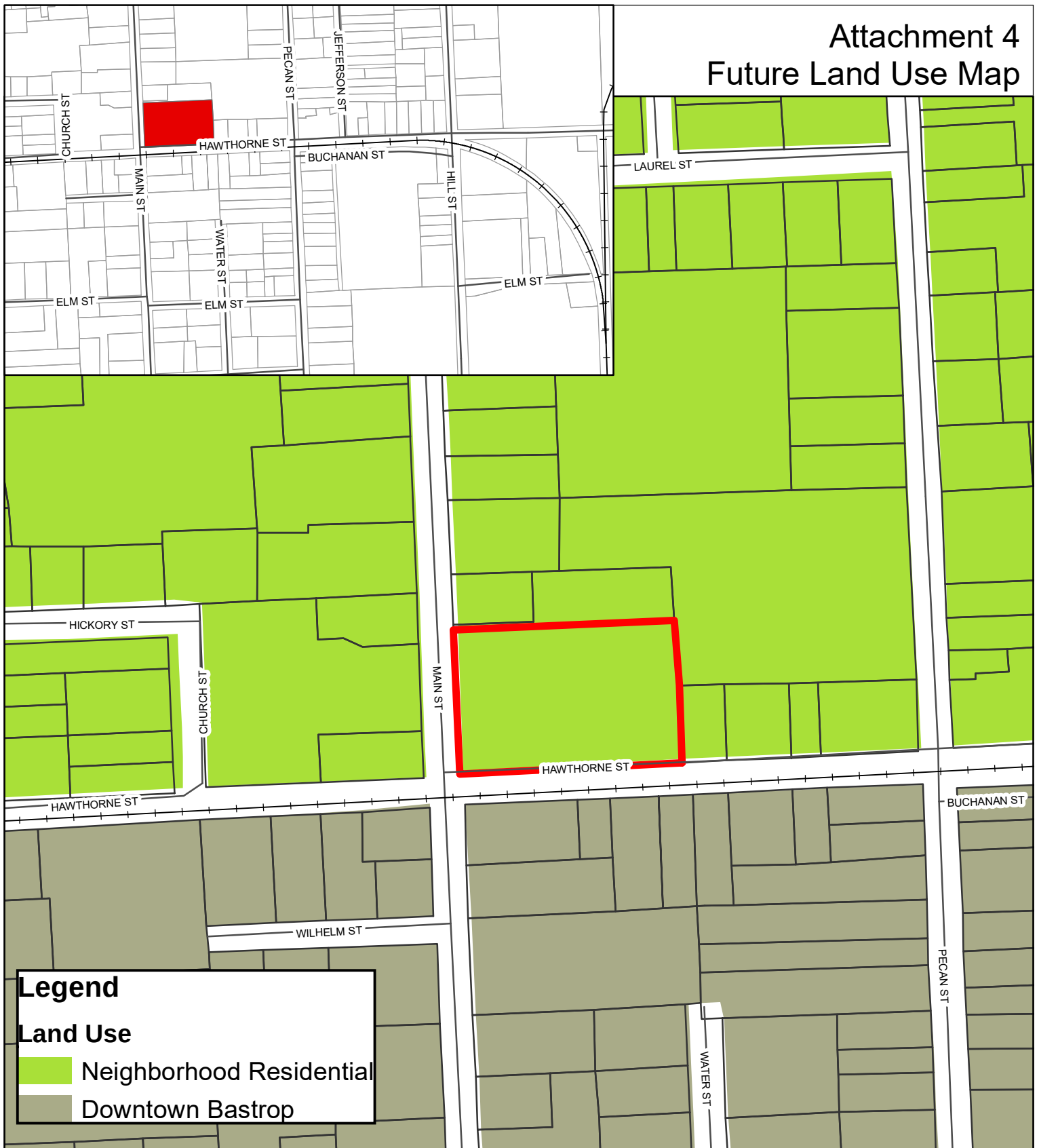
1 inch = 139.95 feet



The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 11/1/2019

Attachment 4 Future Land Use Map



1903 Main Street Rezone Request

1 inch = 208 feet

Date: 11/13/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**



The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 1.866 acres of Bradford Subdivision, Lot 2 Fraction, located at 1903 Main Street, from the existing Form-Based Code – Neighborhood District (which is being rezoned to P-3 Neighborhood with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 1903 Main Street
Property ID/Parcel Number: 28823
Current Zoning: Form-Based Code - Neighborhood
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Steve B. Kerry L Fossler

Property Address: 1903 Main St. Bastrop, TX 78602

Mailing Address (if different than property address): _____

Phone (optional): 713.882.7218 Email (optional): Kerry 111@gmail.com

Property Owner's Signature: [Signature]

Additional Comments (Optional): _____

Re: Place Type Change 28823_Bradford Subdivision, Lot 2 Fraction_1903 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

8<-----
PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☒ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Brittney Benton

Property Address: 1905 main street

Mailing Address (if different than property address): _____

Phone (optional): 512-786-7531 Email (optional): alchemyapothecary@gmail.com

Property Owner's Signature: Brittney Benton

Additional Comments (Optional): _____

Re: Place Type Change 28823_Bradford Subdivision, Lot 2 Fraction_1903 Main Street

RECEIVED
NOV 15 2019
By _____

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.



Property Owner Name: Byron C Rentfro

Property Address: 1908 Main St, Bastrop, TX 78102

Mailing Address (if different than property address): _____

Phone (optional): 512-321-2045 Email (optional): bsrentfro@yahoo.com

Property Owner's Signature: Byron C. Rentfro

Additional Comments (Optional): _____

Re: Place Type Change 28823_Bradford Subdivision, Lot 2 Fraction_1903 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Geo. G. & Alice E. Traugott

Property Address: 1902 Main St. Bastrop, TX 78602

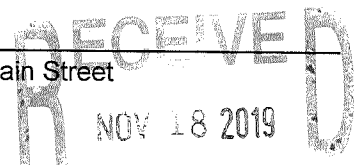
Mailing Address (if different than property address): _____

Phone (optional): 512-636-2447 Email (optional): _____

Property Owner's Signature: Alice E. Traugott

Additional Comments (Optional): _____

Re: Place Type Change 28823_Bradford Subdivision, Lot 2 Fraction_1903 Main Street



PLANNING & DEVELOPMENT

By _____

From: [David Barrow](#)
To: [Planning Dept](#); [Allison Land](#)
Subject: Property Owner Response for Zone Change - 1903 Main St.
Date: Thursday, November 21, 2019 2:38:01 PM

SUBJECT LINE: Property Owner Response for Zone Change - 1903 Main St.

**Good afternoon Allison and Planning Dept,
Could you kindly add this response form the P&Z and City Council Packets:**

**Property Address: 1903 Main St, Bastrop, TX 78602
Property ID: 28823
Current Zoning: Form-Based Code - Neighborhood
Proposed B3 Code Zoning: P-3 Neighborhood
Requested Zoning: P-4 Mix**

PROPERTY OWNER RESPONSE:

I AM IN FAVOR OF THE CHANGE

**Property Owner's Name: Sonya Coté & David Barrow
Property Address: 1910 Main St, Bastrop, TX 78602
Phone: 510-501-5505
Email: edeneastfarm@gmail.com**

**Thank you!
Sonya Coté & David Barrow**

--

Eden East Farm

<https://edeneastaustin.com/>
<https://www.facebook.com/edeneastfarm/>
<https://www.instagram.com/farmeredeneast/?hl=en>

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STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8J

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-74 of the City Council of the City of Bastrop, Texas, rezoning 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street from P-3 Neighborhood, to P-4 Mix, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: 1910 Main Street, Property ID #s 29031 & 47880 (Exhibit A)
Total Acreage: 3.227 acres
Legal Description: 3.227 acres of Farm Lot 5, West of Main Street
Property Owner: Charles Wilkins

Existing Use: Residential
Existing Zoning: P-3 Neighborhood (Previously Single-Family 7) (Attachment 3)
Requested Zoning: P-4 Mix
Future Land Use: Neighborhood Residential (Attachment 4)

BACKGROUND/HISTORY:

The property owner has requested to be zoned to P-4 Mix to allow them to run an urban farm. According to the property owner, the site has a long history of running a flower farm. The site is comprised of two tracts; 1910 Main Street has frontage onto the street and is single-family house. To the west of this property is a land-locked, 2.467 acre tract that is the remainder of Farm Lot 5. This piece does not have any street access, which is required for subdivision or development. Given that further subdivision will be very difficult without the ability to provide a new public street, P-4 Mix would allow the tract to be developed together.

As an accessory use to the property at 1910 Main Street, an urban farm would be an appropriate use. P-4 Mix will allow commercial uses within a house-form structure, as well as single-family and multi-family uses on both parcels, however additional development process (subdivision, site development plans) would be required in order to provide access and build on the 2.467 acres.

PUBLIC COMMENTS:

Property owner notifications were sent to 37 adjacent property owners on November 5, 2019 (Attachment 2). At the time of this report, five responses in favor, two opposed, one with no objection, and one that provided comment with no direction have been received. (Attachment 5)

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures

for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan –Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more. Although individual developments may exhibit common features including home size, lot size, setbacks, impervious surface coverage, etc., the character area supports variations of these spatial and

aesthetics characteristics, subject to appropriate transitions in form, scale, and density between blocks or adjacent developments. In some instances, transitions between developments and adjacent character areas may include higher density housing types or neighborhood oriented commercial uses of limited scale.

The Neighborhood Residential land use supports limit commercial uses that are compatible with the neighborhood. Given the size of the property, and the fact that providing full street accesses for further subdivision would be difficult, allowing P-4 Mix with single-family, multi-family and house-form commercial would allow the parcels to develop without further subdivision.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the November 21, 2019 meeting, the Planning & Zoning Commission motion to approve failed by a vote of three to four.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

CITY COUNCIL ACTION:

At the November 26, 2019 meeting, City Council conducted the public hearing and first reading and moved to approve the request by a vote of 5-0.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-74 of the City Council of the City of Bastrop, Texas, rezoning 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street from P-3 Neighborhood, to P-4 Mix, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Applicant Request
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Property Owner Responses

ORDINANCE 2019-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.760 ACRES OF FARM LOT 5, WEST OF MAIN STREET, LOCATED AT 1910 MAIN STREET AND 2.467 ACRES OF FARM LOT 5 WEST OF MAIN STREET, TO THE WEST OF 1910 MAIN STREET FROM P-3 NEIGHBORHOOD, TO P-4 MIX, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Charles Wilkins (hereinafter referred to as "Property Owner") submitted a request to 0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as P-3 Neighborhood; and

WHEREAS, the Property Owner is requesting to be rezoned to P-4 Mix; and

WHEREAS, the Future Land Use Designation for this Property is The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and in some instances, transitions between developments and adjacent character areas may include higher density housing types or neighborhood oriented commercial uses of limited scale; and

WHEREAS, pursuant to Texas Local Government Code Section 211, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on November 21, 2019; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission motion to approve failed by a vote of three to four; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on November 26, 2019 to consider the Property Owner's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds by a vote of 5-0 that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street, in the city limits of Bastrop, Texas as more particularly shown on attachment Exhibit A is rezoned to P-4 Mix.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 26th day of November 2019.

READ and APPROVED on the Second Reading on the 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

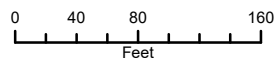
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



1910 Main Rezone Request



1 inch = 125 feet



Date: 11/13/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Individual Property Owner Place Type Change Request

Proposed Place Type Zoning (from the notice): P-3 Neighborhood

Requested Place Type Zoning: P-4 Mixed Use

Reason for Requested Place Type / Why I would like to change my zoning: _____

The property has a long history of running a flower farm. We would like to continue this tradition,

but run an urban farm. Our goal would be to grow a variety of vegetables that we would

sell to the public - at farmers markets and to restaurants. We are low maintenance and

would like to keep the property as a green space, along with inviting schools and other groups to

come learn and walk the gardens.

Property Owner Name: Charles Wilkins

Property Address/Parcel ID: 1910 Main St (R29031) and 1911 Wilson St (R47880) Bastrop, TX 78602

Property Owner's Signature: Charles R Wilkins, Trustee of The CE Wilkins Separate Property Living Trust dated Dec 18

dotloop verified
10/04/19 11:33 AM EDT
XS2F-MGLP-QFRK-YVHX

David Barrow

Sonya Cote

Staff Use Only

Reviewed By: _____

Staff Comments: _____

Staff Recommendation: ☐ Approve ☐ Deny

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840

www.cityofbastrop.org

RECEIVED

By AL at 4:21 pm, Oct 08, 2019



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street, from the existing Form-Based Code – Neighborhood District (which is being rezoned to P-3 Neighborhood with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 1910 Main Street
Property ID/Parcel Number: 29031 & 47880
Current Zoning: Form-Based Code - Neighborhood
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: _____

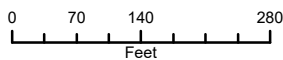
Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

Attachment 4 Future Land Use Map



1910 Main Street Rezone Request

1 inch = 208 feet

Date: 11/13/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
And City Council**



The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 21, 2019 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, November 26, 2019 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on changing 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street, from the existing Form-Based Code – Neighborhood District (which is being rezoned to P-3 Neighborhood with the B³ Code rezoning) to P-4 Mix, within the City Limits of Bastrop, Texas.

Property Address: 1910 Main Street
Property ID/Parcel Number: 29031 & 47880
Current Zoning: Form-Based Code - Neighborhood
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Steve B. & Kerry L. Fosger

Property Address: 1903 Main St. Bastrop, TX 78602

Mailing Address (if different than property address): _____

Phone (optional): 713.882.7218 Email (optional): Kerry111@gmail.com

Property Owner's Signature: [Signature]

Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

PLANNING & DEVELOPMENT

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**Notice of Pending Zoning Change
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Property Address: 1910 Main Street
Property ID/Parcel Number: 29031 & 47880
Current Zoning: Form-Based Code - Neighborhood
Proposed B³ Code Zoning (Place Type): P-3 Neighborhood
Requested Zoning (Place Type): P-4 Mix

You are receiving this notice as a property owner within 200 feet of the subject property, in accordance with Texas Local Government Code Chapter 211. Attached is a site location map for reference.

Additional information on the Bastrop Building Block Code Place Types and a zoning/place type map are available at this website: <https://www.cityofbastrop.org/page/buildingbastrop>

You may also contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Steve B. & Kerry L. Fossler

Property Address: 1910 1909 Main St. Bastrop, TX 78602

Mailing Address (if different than property address): 1903 Main St. Bastrop, TX 78602

Phone (optional): 713.882.7218 Email (optional): Kerry111@gmail.com

Property Owner's Signature: [Signature]

Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

PLANNING & DEVELOPMENT

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www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

Property Owner Name: Brittney Benton

Property Address: 1905 main street

Mailing Address (if different than property address): _____

Phone (optional): 512.786.2531 Email (optional): alchemysapothecary@gmail.com

Property Owner's Signature: Brittney Benton

Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

PLANNING & DEVELOPMENT

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NOV 15 2019

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the change.
☐ I am opposed to the change.
☐ I have no objection to the change.

RECEIVE
NOV 18 2019

Property Owner Name: Byron C Rentfro

By

Property Address: 1908 Main St, Bastrop Tx 78602

Mailing Address (if different than property address): _____

Phone (optional): 512-321-2045 Email (optional): bcrentfro@yahoo.com

Property Owner's Signature: Byron C. Rentfro

Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

PLANNING & DEVELOPMENT

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8<-----

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☒ I am opposed to the change.
☒ I have no objection to the change.

RECEIVED
NOV 13 2019

Property Owner Name: Mildred Namken

Property Address: 610 Laurel Lane

Mailing Address (if different than property address): ~~1307~~ 1307 Jefferson Street Bastrop

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: Mildred Namken

Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

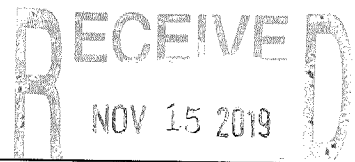
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www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☒ I am opposed to the change.
☐ I have no objection to the change.



Property Owner Name: Marilyn Cox

Property Address: 509 Laurel St

By _____

Mailing Address (if different than property address): _____

Phone (optional): 512 627 5531 Email (optional): mcox509@gmail.com

Property Owner's Signature: Marilyn Cox

Additional Comments (Optional): I would like to see the land stay the same. Trees and grass are much more beautiful than

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street →

PLANNING & DEVELOPMENT

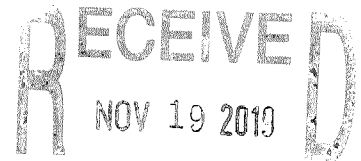
1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

concrete and brick. Also when it rains, the land absorbs the water and ~~is~~ helps keep runoff from over occurring as it is in other parts of town. Just much better for the environment and all people involved.

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the change.
☒ I am opposed to the change.
☐ I have no objection to the change.



Property Owner Name: Walter Taylor Jr.

By _____

Property Address: 507 Hickory st

Mailing Address (if different than property address): _____

Phone (optional): 512-718-8524 Email (optional): _____

Property Owner's Signature: Walter Taylor Jr.

Additional Comments (Optional): _____

Re: Place Type Change 29031 & 47880_0.760 acres of Farm Lot 5, West of Main Street and 2.467 acres of Farm Lot 5 West of Main Street_1910 Main Street

PLANNING & DEVELOPMENT

1311 Chestnut Street – PO Box 427 – Bastrop, Texas 78602 – 512.332.8840
www.cityofbastrop.org

From: [David Barrow](#)
To: [Allison Land](#); [Planning Dept](#)
Subject: Property Owner Response for Zone Change - 1910 Main St
Date: Thursday, November 21, 2019 2:40:04 PM

Good afternoon Allison and Planning Dept,
Could you kindly add this response form to the P&Z and City Council Packets:

Property Address: 1910 Main St, Bastrop, TX 78602
Property ID: 29031 & 47880
Current Zoning: Form-Based Code - Neighborhood
Proposed B3 Code Zoning: P-3 Neighborhood
Requested Zoning: P-4 Mix

PROPERTY OWNER RESPONSE:

I AM IN FAVOR OF THE CHANGE.

We are not developing the property. Our intentions are to keep it a green space and encourage our neighbors to participate in anything we do in the future.

Property Owner's Name: Sonya Cote and David Barrow

Property Address: 1910 Main St, Bastrop, TX 78602
Phone: 510-501-5505
Email: edeneastfarm@gmail.com

Thank you!
Sonya Coté & David Barrow

--

Eden East Farm
Farm Stand hours every Wednesday and Saturday 9 AM -1 PM
755 Springdale Rd.
Austin, Texas 78702
<https://edeneastaustin.com/>
<https://www.facebook.com/edeneastfarm/>
<https://www.instagram.com/farmeredeneast/?hl=en>

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From: [Ellen Tanner](#)
To: [Planning Dept](#); [Allison Land](#)
Subject: Property Owner Response for Zone Change - 1910 Main St.
Date: Thursday, November 21, 2019 2:56:37 PM

**Good morning Allison and Planning Dept,
Could you kindly add this response form the the P&Z and City Council Packets:**

**Property Address: 1910 Main St, Bastrop, TX 78602
Property ID: 28823
Current Zoning: Form-Based Code - Neighborhood
Proposed B3 Code Zoning: P-3 Neighborhood
Requested Zoning: P-4 Mix**

PROPERTY OWNER RESPONSE:

While I am in very much in favor of the proposed use of the property across the street from us by the current buyer I am a bit reticent to cast my vote in favor of an all time change to the zoning of properties on Main St. It seems to me to make good sense that this zoning change should come up for a review if a potential future buyer plans to do something exponentially different, such as build a bunch of cheap apartment buildings which will create more noise and traffic on the street. There is a huge difference between a gardening venture which has been pitched as an effort to beautify and support the existing community and some of the other scenarios suggested in the language of the zone change. Is there any way these zoning changes could be made on more of a case by case basis so that those of us who live in the neighborhood can still object to some unforeseen possibility which will change the landscape of the street in a way which could potentially have a negative impact on the value of our properties?

**Property Owner's Name: Ellen Marie Tanner & Josh Lee Gordon
Property Address: 1911 Main St, Bastrop, TX 78602
Phone: 512-985-7209
Email: ltann75@gmail.com**

**Thank you!
Ellen Tanner**

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STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 8K

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-75 of the City Council of the City of Bastrop, Texas amending the Bastrop Building Block Code (B3) as adopted by Ordinance No 2019-51, Chapter 2, titled "Zoning Procedures", Article 2.4, titled "Administration," Sections 2.4.002(b) and 2.4.003(b); allowing Zoning Board of Adjustment members to be alternates for the Planning and Zoning Commission, attached as Exhibit A; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City Council, at a meeting held on November 12, 2019, discussed proposed changes to the Boards & Commissions Ordinance. One of the changes council included in the motion was to add the language to the Zoning Board of Adjustment (ZBA) code that allowed those members to be alternates to the Planning and Zoning Commission.

Due to the passing of H.B. 3167 that places a "shot clock" on certain development submittals, the Planning and Zoning Commission will need to be able to meet with regular consistence. With additional alternates available to this board, the ability to get a quorum for regular meetings is increased.

Because the ZBA code was not in the original Boards and Commissions Ordinance we are bring forth this ordinance to include the councils requested language to the code.

This ordinance was approved at the November 26, 2019 Council Meeting.

POLICY EXPLANATION:

The City Charter states the act of amending or repealing an existing ordinance shall be done by City Council through approval of an ordinance.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-75 of the City Council of the City of Bastrop, Texas amending the Bastrop Building Block Code (B3) as adopted by Ordinance No 2019-51, Chapter 2, titled "Zoning Procedures", Article 2.4, titled "Administration," Sections 2.4.002(b) and 2.4.003(b); allowing Zoning Board of Adjustment members to be alternates for the Planning and Zoning Commission, attached as Exhibit A; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

ATTACHMENTS:

- Ordinance 2019-75

ORDINANCE NO. 2019-75

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP BUILDING BLOCK CODE (B3) AS ADOPTED BY ORDINANCE NO. 2019-51, CHAPTER 2, TITLED "ZONING PROCEDURES," ARTICLE 2.4, TITLED "ADMINISTRATION," SECTIONS 2.4.002(b) AND 2.4.003(b); ALLOWING ZONING BOARD OF ADJUSTMENT MEMBERS TO BE ALTERNATES FOR THE PLANNING AND ZONING COMMISSION, ATTACHED AS EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (the "City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code § 51.001 to adopt or amend any ordinance is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Article III, Section 3.01 of the Bastrop City Charter gives the City Council the authority to provide for boards and commissions, and to appoint the members of all such boards and commissions; and

WHEREAS, the City is authorized by Texas Local Government Code §211.007 to appoint a zoning commission; and

WHEREAS, the passage of H.B. 3167 requires Planning and Zoning Commission to meet regularly to comply with this new legislation; and

WHEREAS, the Planning and Zoning Commission has had to cancel meetings in the past due to lack of a quorum of their members; and

WHEREAS, the City Council has determined that allowing Zoning Board of Adjustment members to serve as alternates to the Planning and Zoning Commission will improve this issue.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AS FOLLOWS:

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT

Chapter 2, Article 2.4, Sections 2.4.002(b) and 2.4.003(b) of the Bastrop Building Block (B3) Code, as adopted into the City's Code of Ordinances by Ordinance No. 2019-51, of the City of Bastrop are amended to read as described and attached here to as Exhibit "A."

SECTION 3. REPEALER

In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on the 26th day of November 2019.

READ & ADOPTED on the Second Reading on the 10th day of December 2019.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop, TX

BASTROP BUILDING BLOCK (B3), CODE OF ORDINANCES

Chapter 2 – ZONING PROCEDURES

ARTICLE 2.4- ADMINISTRATION

Sec. 2.4.002 – Planning & Zoning Commission

(b) Created Membership, Officers and Alternates:

- (1) There is hereby created, in accordance with Subchapter 211.007 of the Texas Local Government Code and the City's Charter, a Planning & Zoning Commission that shall consist of 9 citizens who reside in the City Limits. Members shall be appointed by the Mayor and confirmed by City Council for a term of 3 years. Terms of 1/3 of the Planning & Zoning Commission shall expire each year upon September 30th, or until a successor is appointed. Vacancies and unexpired terms of members shall be filled by the appointment of the Mayor and confirmed by City Council. These appointments shall be for the remainder of the term.
- (2) Members may be removed from office at any time by a majority vote of the City Council for any reason. All members serve without compensation.
- (3) Attendance requirements for the Planning & Zoning Commission members are set forth in the Code of Ordinances, Section 1.02.002(b), et seq.
- (4) The City staff shall keep minutes of all meetings held by the Planning & Zoning Commission and full record of all recommendations to be made by the Planning & Zoning

Commission to the City Council. Minutes shall constitute a report and record of all Planning & Zoning Commission meetings, including hearings.

(5) A Chair and Vice-chairman shall be elected by the Planning & Zoning Commission from its membership, each to hold office for 1 year or until replaced by a majority vote of the Planning & Zoning Commission.

~~(6) Alternates may be appointed by the Council when it's deemed necessary, and occurs in the same manner as the appointment of members. Members of the Zoning Board of Adjustment (ZBA) serve as alternates to the Planning and Zoning Commission.~~

(67) Additional alternates may be appointed by the Council when it's deemed necessary and occurs in the same manner as the appointment of members.

Sec. 2.4.003 – Zoning Board of Adjustment (ZBA)

(b) Membership; Terms of Office:

(1) The ZBA shall consist of 5 regular members and 2 alternate members who shall be appointed by the Mayor and confirmed by the City Council, in accordance with state law.

(2) Members of the ZBA shall regularly attend meetings and public hearings of the ZBA and shall serve without compensation. Attendance requirements for the ZBA members are set forth in the Bastrop Code of Ordinances, Section 1.02.002(b).

~~(3) Members may be removed by majority vote of the members of the City Council, for cause on a written charge after a public hearing. ZBA members may be appointed to succeed themselves. Members of the ZBA can serve as alternates to the Planning and Zoning Commission.~~

(34) Members may be removed by majority vote of the members of the City Council, for cause on a written charge after a public hearing. ZBA members may be appointed to succeed themselves.

(45) Any vacancy of a regular member shall be filled by an alternate member only for the unexpired term of the member whose term becomes vacant.



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 9A

TITLE:

Conduct public hearing and consider action to approve Resolution No. R-2019-134 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, located at 1305 Pine Street, also known as the Beverly & Lula Kerr House, within the city limits of the City of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

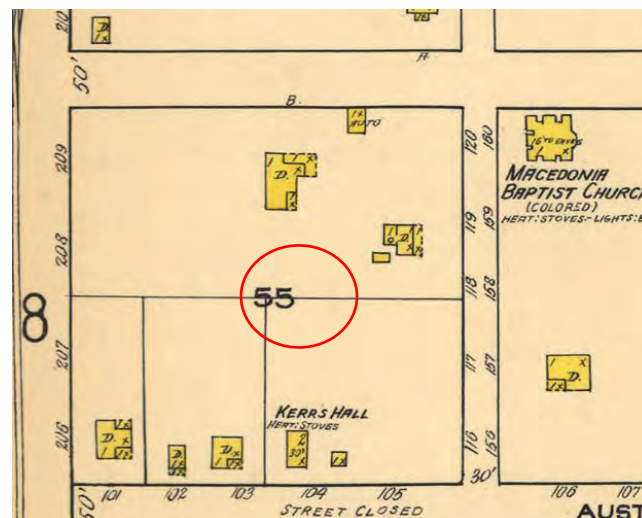
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director/Historic Preservation Officer

ITEM DETAILS:

Site Address: 1305 Pine Street (Attachment 1)
Property Owner: Jensey and Kathleen Lund
Current Use: Residence/Short-term Rental
Existing Zoning: P-4 Mix
Designations: National Register of Historic Places

BACKGROUND/HISTORY:

The property owners at 1305 Pine Street have requested the Historic Landmark Commission consider this property for local Historic Landmark designation. Once the Commission makes a recommendation, it will be placed on the next available City Council agenda for public hearing and consideration.



This property was designated on the National Register of Historic Places on September 28, 1978 as the Beverly & Lula Kerr House. The structure was built between 1890-1895 and is a raised

one-story wood frame Victorian residence with a full basement. The structure is shown on the 1921 Sanborn Insurance map (blocks are mislabeled), which shows that the footprint of the structure has not been significantly altered.

In addition to the architectural significance, the property holds historical significant for black history in Bastrop. Beverly Kerr was a barber and a band and orchestral teacher, leading the group known as “Kerr’s Orchestra” which played engagements in the city. Lula Kerr taught music at the primary level for the school for 40 years. A site layout, National Register history, and current pictures of the property are attached and were provided to the Commission to review. The Commission determined that due to the significance to local culture and association with signification people in Bastrop, the property meets criteria A and C.

POLICY EXPLANATION:

Chapter 14 – Zoning, Article 14.03.002

(b) Criteria for historic landmark status.

- (2) A structure or site also may be designated by the city as a historic landmark if it meets two (2) or more of the criteria set out below.

(A) Possesses significance in history, architecture, archeology, or culture;

(B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;

(C) Is associated with the lives of persons significant in our past;

(D) Embodies the distinctive characteristics of a type, period, or method of construction;

(E) Represents the work of a master designer, builder, or craftsman; or

(F) Represents an established and familiar visual feature of the city.

(c) Process for designation of historic landmarks.

- (1) Owners of property being considered for designation as a historic landmark shall be notified prior to the Commission hearing on the recommended designation. The Commission shall provide notice to property owners within two hundred (200) feet of the property and conduct a public hearing.

- (2) After consideration by the Historic Landmark Commission, a recommendation regarding designations shall be submitted the City Council to conduct a public hearing and consider the designations of a historic landmark. The adoption of the landmark shall be through a resolution.

- (3) Upon designation of a historic landmark, the City Council shall cause the designation to be noted as follows:

(A) Recorded in the official real property records of Bastrop County.

(B) Designated on the historic resource map of the city.

(C) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a city historic landmark.

86th Legislature House Bill 2496

Effective May 25, 2019 the Texas State Legislature adopted additional regulations municipalities must follow for designating historic landmarks. Most of the regulations are already present in the Bastrop Historic Landmark Preservation Ordinance. One additional requirement with which the city must comply is sending the property owner a statement that describes the impact of the designation to the property 15 days before the first hearing. Staff sent this letter on November 1, 2019.

NOTIFICATION:

Twelve property owners within 200 feet 1305 Pine Street were notified of the public hearing on November 1, 2019.

HISTORIC LANDMARK COMMISSION RECOMMENDATION:

The HLC, the regular meeting on November 20, 2019, recommended approval for 1305 Pine Street to be a local Historic Landmark, provide the owner a marker and add to the inventory for rebates.

RECOMMENDATION:

Conduct public hearing and consider action to approve Resolution No. R-2019-134 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, located at 1305 Pine Street, also known as the Beverly & Lula Kerr House, within the city limits of the City of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Agreement
- Attachment 1 – Location Map
- Attachment 2 – Site Layout
- Attachment 3 – National Register Information
- Attachment 4 – 2019 Property Pictures

RESOLUTION NO. R-2019-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING HISTORIC LANDMARK STATUS FOR 0.470 ACRES OF BUILDING BLOCK 54, EAST OF WATER STREET, LOCATED AT 1305 PINE STREET, ALSO KNOWN AS THE BEVERLY & LULA KERR HOUSE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS ATTACHED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Jensey and Kathleen Lund ("the Owner") has submitted a request for Historic Landmark status for the structure at 1305 Pine Street; and

WHEREAS, Chapter 9: Historic Landmark Preservation & Iredell District of the B³ Code adopted with Ordinance No. 2019-51 provides a designation process for historic sites and structures; and

WHEREAS, notice of the historic designation was sent in accordance the B³ Code to notify property owners within 200 feet of the property and Texas Local Government Code section 211.0165 to notify the property owner of the impact of the designation; and

WHEREAS, the Historic Landmark Commission held a public hearing and considered the request on November 20, 2019 and voted to recommend approval by a vote of 6-0.

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

Section 1: The Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, also known as 1305 Pine Street, within the city limits of Bastrop, Texas, is hereby approved and Exhibit A, a copy of agreement to be signed by the Property Owner, and incorporated herein for all purposes.

Section 2: The following findings of fact were established for the structures at 1305 Pine Street:

Structure meets the following criteria:

- (A) Possesses significance in history, architecture, archeology, or culture;
- (C) Is associated with the lives of persons significant in our past;

Section 3: All orders, ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of December, 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Historic Landmark Designation Agreement

As owner(s) of a the property located on 0.470 acres of Building Block 54, East of Water Street commonly known as 1305 Pine Street;

We, Jensey and Kathleen Lund, wish to have said property designated as a Historic Landmark;

By the signature(s) below, we, the property owner(s) hereby acknowledge that we have received a copy of the current Chapter 9: Historic Landmark Preservation and Iredell District from the B³ Code (Ordinance #2019-51), and any amendments thereto; that we understand and agree to abide by the terms and obligations related to a Historic Landmark designation; and, in obtaining Historic Landmark status for this property, we agree to maintain said property in accordance with provisions governing Historic Landmarks in the Ordinance and the design guidelines governing same, as adopted by the Bastrop City Council, as such ordinance and guidelines now exist or may exist in the future.

Furthermore, we understand that by entering into this agreement with the City of Bastrop, we will be entitled to all incentives specified within Ordinance 2019-51 “Historic Landmark Preservation and Iredell District” and amendments thereto.

Signature of Property Owner(s)

Date

Subscribed and sworn to before me on this the ____ day of _____, 2019 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Signature for Historic Landmark Commission

Date

Subscribed and sworn to before me on this the ____ day of _____, 2019 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Approved by the Bastrop City Council on the 10th day of December, 2019.

APPROVED:

ATTEST:

Mayor

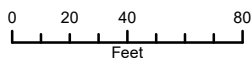
City Secretary

Attachment 1 Location Map



1305 Pine St Historic Landmark Designation

1 inch = 67 feet



Date: 10/31/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



MARTIN LUTHER KING JR. DRIVE
(MARION STREET PER PLAT)

KERR COMMUNITY CENTER
CAB. 5, PGS. 86A & 86B
P.R.B.C.T.

WALTER REED AND
WIFE, SANDRA S. REED
VOL. 778, PG. 547
O.R.B.C.T.

CLYDE E. CLARDY, JR.
INST. NO. 200406394
(DESC. BY METES/BOUNDS
IN INST. NO. 200113156)
O.P.R.B.C.T.

BUILDING BLOCK 54
MAP OF BASTROP, TEXAS
CAB. 1, PAGE 23A
P.R.B.C.T.

KERR COMMUNITY
CENTER
CAB. 5, PGS. 86A & 86B
P.R.B.C.T.

MACEDONIA FIRST
BAPTIST CHURCH
INST. NO. 200813053
O.P.R.B.C.T.

0.470 AC.
20,461 SQ. FT.

ONE STORY
FRAME RESIDENCE
1305 PINE STREET

PINE STREET

LEGEND:

—●— WIRE FENCE	ASPHALT
—●— CHAINLINK FENCE	CONCRETE
—●— WROUGHT IRON FENCE	GRAVEL
—●— WOOD FENCE	TILE
—●— VINYL FENCE	WOOD
—●— ELECTRIC LINE	BRICK
GM - GAS METER	STONE
EM - ELECTRIC METER	(WOOD) RAILROAD TIE
IRF - IRON PIPE FOUND	
IRS - IRON ROD SET	
CM - CONTROLLING MONUMENT	

NOTES:
BEARINGS ARE BASED ON THE DEED RECORDED IN INST. NO. 200113156, O.P.R.B.C.T.

LEGAL DESCRIPTION:

BEING A PORTION OF BUILDING BLOCK 54, OF THE MAP OF BASTROP, TEXAS, AN ADDITION TO BASTROP COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 1, PAGE 23A, PLAT RECORDS, BASTROP COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CLYDE E. CLARDY, JR., AS RECORDED IN INSTRUMENT NO. 200406394 (DESCRIBED BY METES AND BOUNDS IN INSTRUMENT NO. 200113156), OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF ON PAGE 2.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS OF WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

GF. NO.	1646741-ELG
BORROWER	JENSEY LUND AND KATHLEEN LUND
TECH	MSP
FIELD	TM

FLOOD INFORMATION:
THE SUBJECT PROPERTY APPEARS TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "AE" RATING AS SHOWN BY MAP NO. 48021C0360 E, DATED JANUARY 19, 2006.

DATE: 01/10/17 JOB NO.: 16-10278
FIELD: 01/05/17

1305 PINE STREET, BASTROP, TX 78602
PORTION OF BUILDING BLOCK 54, MAP OF BASTROP, TEXAS



Robert T. Paul, Jr.
Registered Professional Land Surveyor



DATE: _____

ACCEPTED BY: _____



Premier
SUCCESSION
5700 W. Plano Parkway
Suite 2700
Plano, Texas 75093
Office: 972-612-3601
Fax: 972-964-7021
Firm Registration No. 10146200

COUNTY
CITY QUAD

BLOCK BAS
LOT: BA SE
COUNTY: Bastrop
CITY: Bastrop
PERIOD: VT
DATE: 1890-95
THEME: AAV, SEB
STYLE: Victorian

54
1
RECEIVED
DEC 29 1977
NATIONAL
REGISTER

NAME: Beverly & Lula Kerr House
ADDRESS: 1305 Pine St.

ARCHITECT/BUILDER:

OWNER: T.C. Franklin
1305 Pine St. Bastrop, TX

DESCRIPTION: Raised 1-story wood frame Victorian residence w/ full basement, projecting front bay - A-B-A pattern windows, ell-shaped porch on N.E. corner, rear ell.

SIGNIFICANCE: Beverly Kerr was barber and band & orchestra teacher. Had a musical group known as "Kerr's Orchestra" who played engagements in city. Lula Kerr taught music in primary grades - 40 yrs. Significant for black history in Bastrop.

DESIGNATION: NR NHL RTHL HABS HAER OTHER:

ORIGINAL USE: residence

PRESENT USE: same

PHYSICAL CONDITION: Fair

altered/unaltered:

CONSTRUCTION: wall: wood frame roof:

RELATIONSHIP TO SURROUNDINGS: E. side of R.R. tracks -

ACREAGE/BOUNDARY DESCRIPTION: less than 1 acre. Quadrant SE, Block 54, Lot 1.

BIBLIOGRAPHIC DATA:

INFORMANT: T.C. Franklin

RECORDED BY: MY/MDL

DATE: 12-21-76

PHOTOGRAPHIC DATA: 1 B&W

SEE INFO/CORRESPONDENCE FILES:

	COUNTY	QUAD	BLOCK	BAS	SE	54
	CITY		LOT	GA		1

NAME: Beverly & Lula Kerr House
 ADDRESS: 1305 Pine Street
 ARCHITECT/BUILDER: _____
 OWNER: T.C. Franklin
1305 Pine St., Bastrop, Texas
 DESCRIPTION: Raised, 1-story wood frame Victorian residence w/ full basement, projecting front bay, A-B-A pattern windows, ell-shaped porch on NE corner, rear ell.
 SIGNIFICANCE: Beverly Kerr was barber and band + orchestra teacher. Had a musical in primary grades - 40yrs. Significant for Black history in Bastrop.
 DESIGNATION: NR NHL RTHL HABS HAER OTHER: H, A
 ORIGINAL USE: Residence
 PRESENT USE: Same
 PHYSICAL CONDITION: _____
altered/unaltered/ _____
 CONSTRUCTION: wall: wood frame roof: _____
 RELATIONSHIP TO SURROUNDINGS: East side of RR tracks.
 ACREAGE/BOUNDARY DESCRIPTION: Less than 1 acre. Quadrant SE, Block 54, Lot 1.
 BIBLIOGRAPHIC DATA: _____
 INFORMANT: T.C. Franklin
 RECORDED BY: MY / MDL
 DATE: 12-21-76

PHOTOGRAPHIC DATA: 1 DEW
 SEE INFO/CORRESPONDENCE FILES.

9 MAJOR BIBLIOGRAPHICAL REFERENCES

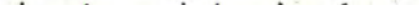
See continuation sheet

10 GEOGRAPHICAL DATA

ACREAGE OF NOMINATED PROPERTY resource area is approx. 4,000 acres

UTM REFERENCES

(no map available with UTM markings---Latitude & Long. below)

A  B 

ZONE EASTING NORTHING ZONE EASTING NORTHING

C  D 

ZONE EASTING NORTHING ZONE EASTING NORTHING

VERBAL BOUNDARY DESCRIPTION

(A) $30^{\circ}05'30''/97^{\circ}16'38''$ (B) $30^{\circ}05'30''/97^{\circ}20'30''$
(C) $30^{\circ}08'14''/97^{\circ}16'38''$ (D) $30^{\circ}08'14''/97^{\circ}20'30''$

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE	CODE	COUNTY	CODE
STATE	CODE	COUNTY	CODE

11 FORM PREPARED BY

NAME/TITLE Marie Deacon Landon, Historian Stan Klein, Draftsman
Joe R. Williams, Project Director

ORGANIZATION 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th DATE 1/1/19

STREET & NUMBER 2012 11th St. N. S.W. ALBUQUERQUE, N.M. 87104 TELEPHONE 505-261-1111

CITY OR TOWN 2 01 SAINT JOHNS BAY, VIRGINIA 22552 VBI-JN STATE

12 STATE HISTORIC PRESERVATION OFFICER CERTIFICATION

THE EVALUATED SIGNIFICANCE OF THIS PROPERTY WITHIN THE STATE IS

NATIONAL STATE LOCAL ☒

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

STATE HISTORIC PRESERVATION OFFICER SIGNATURE _____

TITLE Texas State Historic Preservation Officer

DATE Dec 13, 1977

FOR NPS USE ONLY

I HEREBY CERTIFY THAT THIS PROPERTY IS INCLUDED IN THE NATIONAL REGISTER

DIRECTOR, OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION

DATE 1222/25

ATTEST: William LaVore
KEEPER OF THE NATIONAL REGISTER

DATE 12/20/78

NAME: BEVERLY & LULA KERR HOUSE

ADDRESS: 1305 PINE ST.

CO CITY QUAD BLK LOT BAS SE 54
BA I



VIEW: N.E Oblique

RECORDED BY: MY/SK
DATE: 12-21-76

Please refer to the map in the
Multiple Property Cover Sheet
for this property

Multiple Property Cover Sheet Reference Number: 64000828

UP
Housing Resources
of Bastrop
grants, TRA

FR 1-17-78

send
Grant check
Box 322
Bastrop, Texas 78602
September 19, 1978

National Park Service
U. S. Department of Interior
Washington, D. C. 20240

During the survey of
homes that the State Committee
selected eligible for the Nat-
ional Register, my home was
one selected at 1305 Pine Street.
I would be interestingly con-
cerned with help to refurb-
ish the building if help
is available.

I will be interested ⁱⁿ re-
ceiving information concern-
ing such procedures.

Yours truly,
J. C. Franklin

THE NATIONAL REGISTER OF HISTORIC PLACES

SEP 21 1978

DATE REC'D

INDIVIDUAL RESPONSE (ATTACHED)

YP

INDIVIDUAL RESPONSE

TELEPHONE CALL (ATTACHED)

DATE ACTION TAKEN

9-28-78

INITIALS

SL



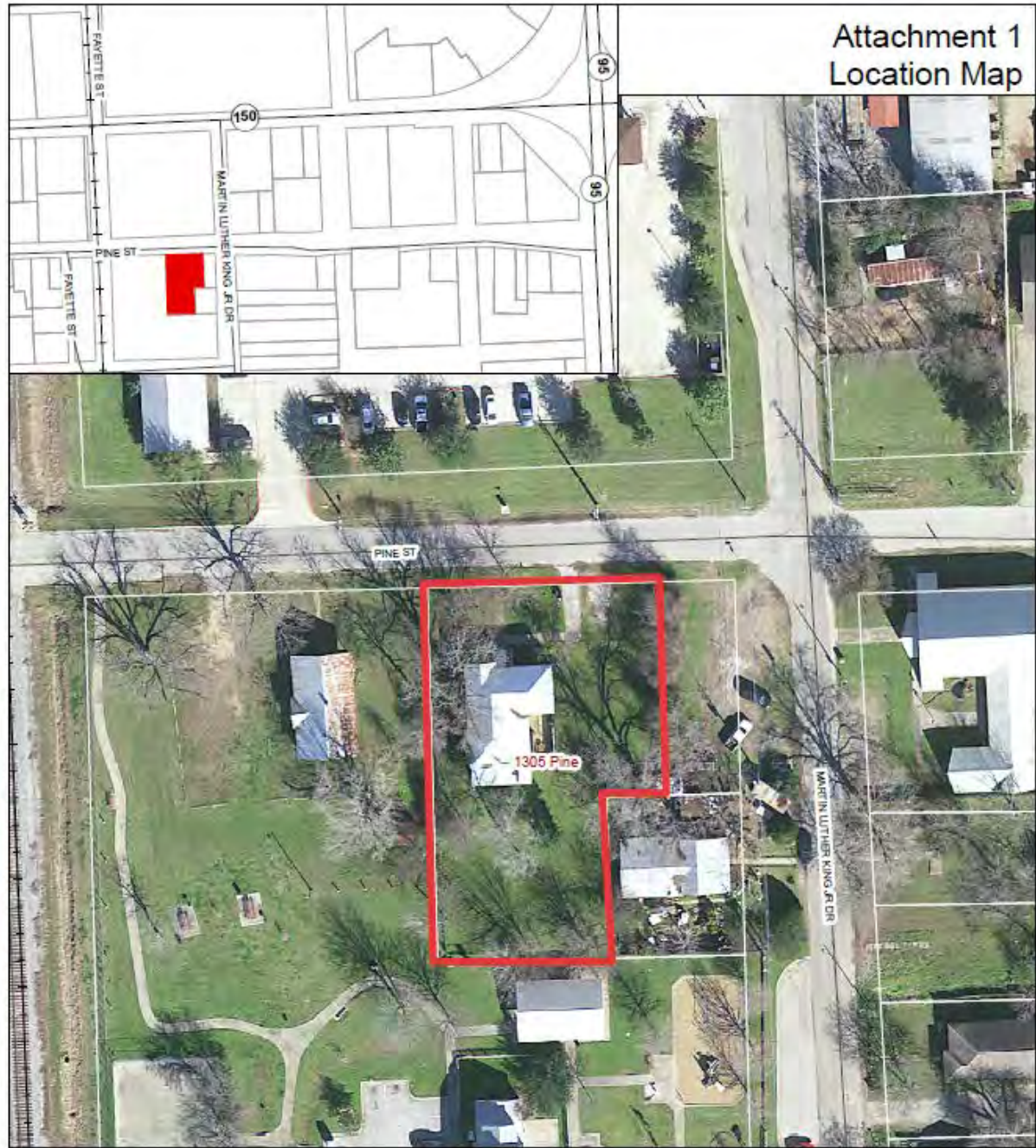


1305 Pine Street

Public hearing and consider action to approve Resolution No. R-2019-xx of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, located at 1305 Pine Street, also known as the Beverly & Lula Kerr House, within the city limits of the City of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.



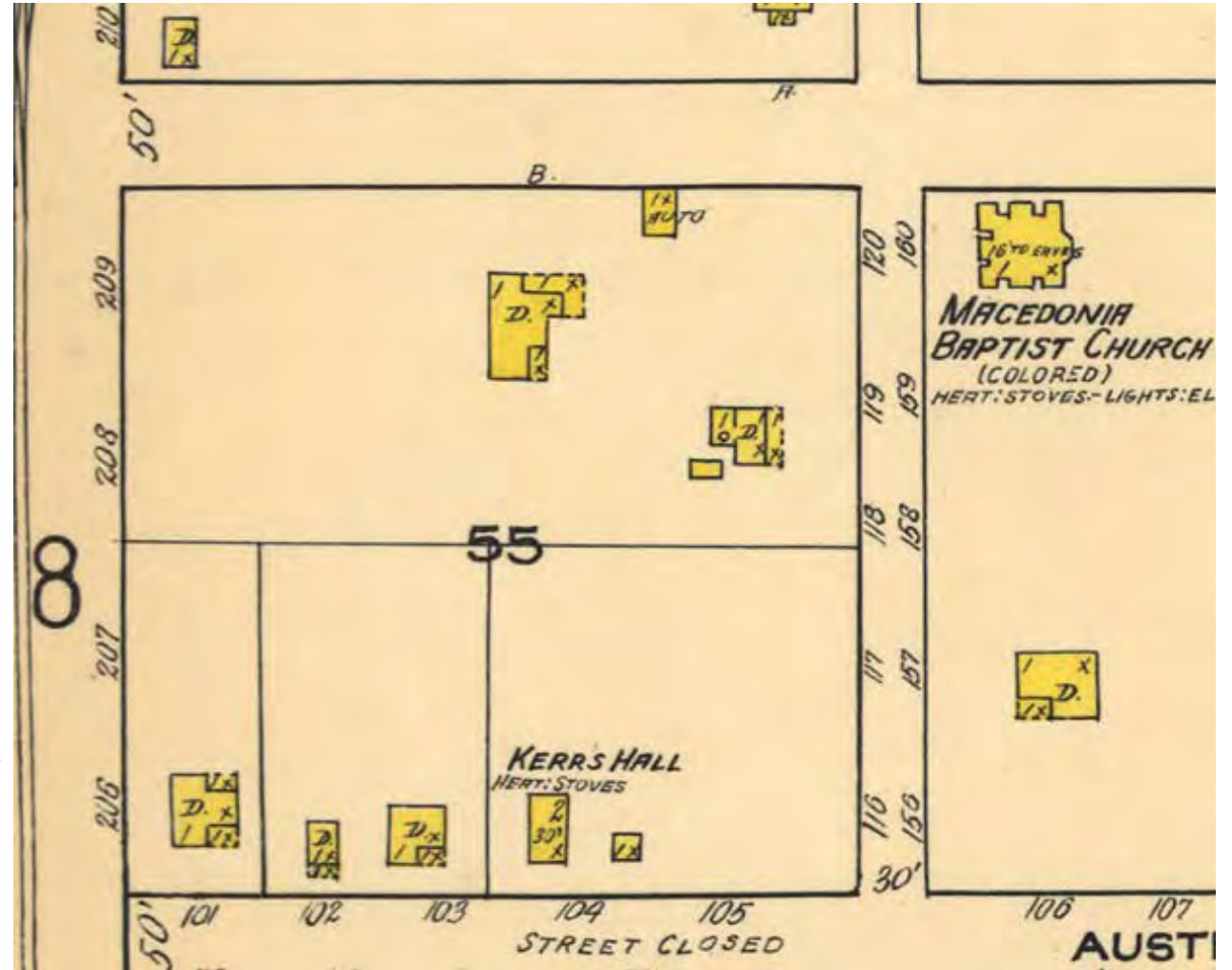
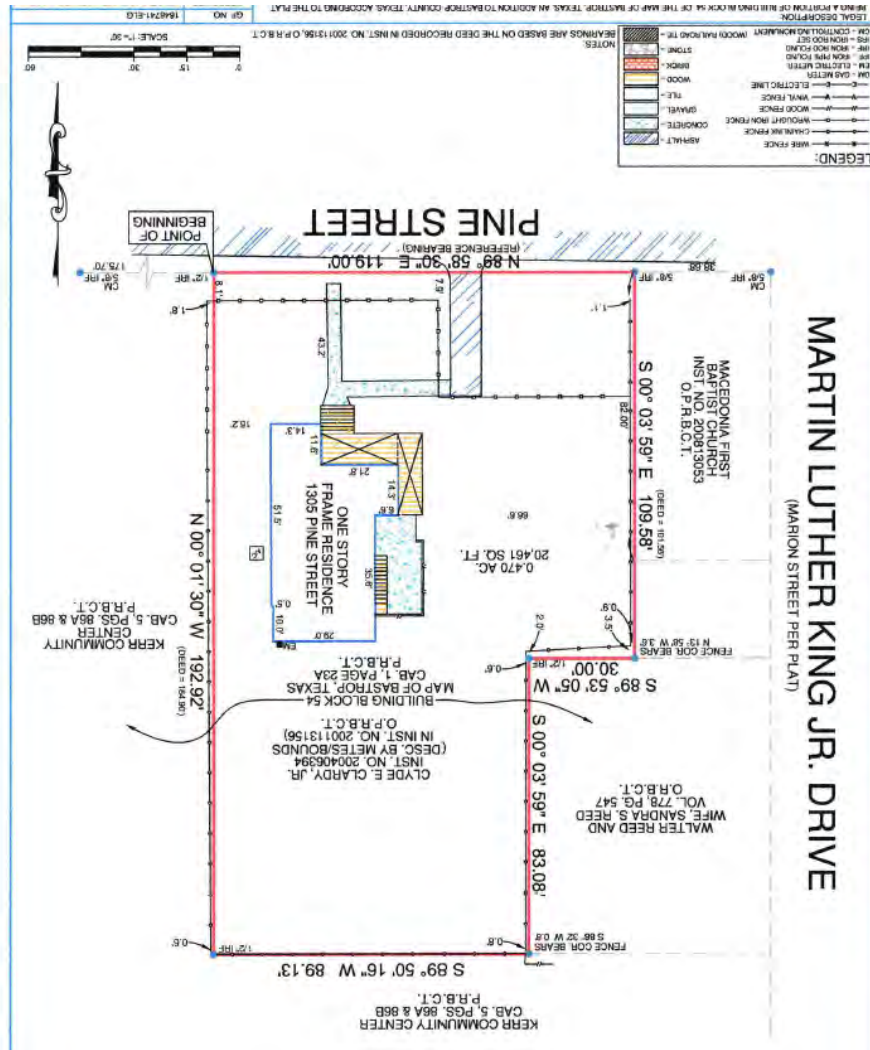
Location



History

- Built between 1890 and 1895 (according to National Register documents)
 - Raised one-story wood frame Victoria w/full basement
- Owned by Beverly & Lula Kerr
 - Beverly was a barber, and band and orchestral teacher
 - Lead the group “Kerr’s Orchestra”
 - Lula taught music for 40 years.
- Designated on the National Register of Historic Places in 1978.

Site



Structure



Historic Landmark Commission Recommendation

At the regular meeting on November 20, 2019, the Commission voted unanimously to recommend approval of request to be designated as a Historic Landmark, per criteria A and C.



Staff Recommendation

Conduct public hearing and consider action to approve Resolution No. R-2019-xx of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, located at 1305 Pine Street, also known as the Beverly & Lula Kerr House, within the city limits of the City of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2019-131 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendars for Fiscal Year 2021, as shown in Exhibit A; repealing all resolutions in conflict; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Annually, staff provides Council with a calendar outlining the important dates for the upcoming fiscal year's budget process. With the significant changes made by the passing of Senate Bill 2, it is necessary to present two calendars for the FY2021 budget process. The deadlines for proposing a rate that exceeds the voter-approval rate are very different than if you proposed a rate lower than the voter-approval rate.

POLICY EXPLANATION:

Texas Tax Code

- Chapter 26 Sec. 26.01 (a) By July 25, the chief appraiser shall prepare and certify to the assessor for each taxing unit participating in the district that part of the tax roll for the district that lists the property taxable by the unit.
- Sec. 26.05 (d) the governing body of a taxing unit may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held *one* public hearing on the proposed tax rate.
- Sec. 26.06 (a) The public hearing required by Sec. 26.05 may not be held before the *fifth* day after the date the notice of the public hearing is given. (d) The governing body may vote on the proposed tax rate at the public hearing (*this is new with SB2*).
- Sec. 26.063 municipalities with a population of less than 30,000 are allowed to adopt a de minimus tax rate (sum of the no-new-revenue tax rate plus a rate that will raise \$500,000 plus the current debt rate) that exceeds voter-approval tax rate but must follow the requirements of Sec. 26.07 regarding holding an election. By adopting the de minimus rate, qualified voters can petition to require an election, that is why it follows the election requirement timeline.
- Sec. 26.07 The order calling the election may not be issued later than the 71st day before the date of the election.

Texas Local Government Code Chapter 102 Municipal Budget

- 102.0065 (c) Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the budget hearing.

Texas Local Government Code Chapter 140.010 Proposed Tax Rate notice for Counties and Municipalities

- 140.010 (f) (1) provide the notice required by Subsection (d) or (e), as applicable, not later than the later of Sept. 1 or the 30th day after the date that the taxing unit has received each applicable certified appraisal roll.

City Charter

- Sec. 6.02 The City Manager, at least thirty (30) days prior to the commencement of the fiscal year, shall prepare and submit a budget to the Council.
- Sec. 6.04 At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirement of state law, name the date, time and place of a public hearing and shall cause to be published the date, time and place thereof.

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-131 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendars for Fiscal Year 2021, as shown in Exhibit A; repealing all resolutions in conflict; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2019-131
- Exhibit A - Budget Planning Calendars FY2020-2021



RESOLUTION NO. R-2019-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE BUDGET PLANNING CALENDAR FOR FISCAL YEAR 2021, AS SHOWN IN EXHIBIT A; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Bastrop, Texas states that it is the responsibility of the City Council to adopt the budget annually; and

WHEREAS, the Charter of the City of Bastrop, Texas, states that it is the responsibility of the City Manager to prepare and submit a budget to the City Council 30 days prior to the commencement of the fiscal year; and

WHEREAS, the City Manager and the City Council of the City of Bastrop, Texas desire to have a budget planning calendar that establishes a timeline with specific dates to ensure compliance with the City Charter and all applicable laws.

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

SECTION 1. The City Council hereby adopts the Fiscal Year 2020-2021 Budget Planning Calendar as shown in the attached ***Exhibit "A"***. Dates are subject to adjustment due to scheduling requirements. Meetings will be posted in accordance with the Texas Open Meetings Act.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop

FY 2020-21 Budget Planning Calendar



Preparation	January 13	Staff Budget/CIP Planning Retreat
	March 3	Budget Kick-Off Meeting (Manuals Available)
	April 16	Mid-Year Budget Workshop
	May 1	Receive preliminary notices of appraised value from Chief Appraiser
	May 7	Budgets due from Departments
	May 11	Cabinet review of budget submittals
	May 15	Community Support Applications available at City Hall and on City's website
	May 18	Cabinet review of department pages including performance measures
	May 25-27	Verify review projections of all funds; Meet with Non-Special Event HOT Tourism Related Organizations
	June 8	Budget book to City Manager
	June 15-19	City Manager and Directors - Discuss budget submittals and priorities
	June 22	Cabinet review of budget priorities and 5 Year Financial Forecast
	June 30	Deadline - Community Support Applications & Non-Special Event HOT Organization funding requests 5:00pm
	July 14	Community Support Organizations present their funding request to Council (limit 3 minutes)
	July 20	Final review of revenue projections for all funds
	July 22	Hunter's Crossing Local Government Corporation Meeting to review budget and propose Special Assessments
	July 24	Deadline for Chief Appraiser to certify rolls to taxing units
Adoption	July 28	Council Meeting - Distribute Budget to Council in Work Session and highlight major topics Set date, time and place of a public hearing (considered filed with the City Secretary); Review Financial and Purchasing Policies.
	July 30	Meeting of the Governing Body to discuss the proposed tax rate; if proposed tax rate will exceed the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate (whichever is lower), take record vote and schedule public hearing
	August 1	Publish Notice of proposed Special Assessments (must be posted 5 days prior to Public Hearing) Published Notice of Budget Hearing (must be posted 10 days prior to Public Hearing)
	August 4	Budget Workshop - Review Proposed Budget
	August 5	Budget Workshop#2 - Review Proposed Budget (if needed)
	August 6	Publish Notice of proposed Tax Rate (must be posted 5 days prior to Public Hearing)
	August 11	Council Meeting - Public Hearing on the Tax Rate; First Reading on Tax Rate Ordinance; Budget Public Hearing; First Reading on Budget Ordinance; Public Hearing Special Assessments for Hunter's Crossing PID; First Reading of the Amended and Restated Service and Assessment Plan.
	August 24	Council Meeting to adopt tax rate and budget (must be done 71 days before election date). Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. ORDER THE ELECTION if required (71 days prior to Election Day 11/3/2020)
	August 25	Council Meeting - Second Reading of the Amended and Restated Service and Assessment Plan; Adopt Financial and Purchasing Policies.
Implementation	October 1	Fiscal Year begins
	October 27	Distribute Final FY2021 Adopted Budget Book
	December 7	Begin FY2020 audit
	December 15	Presentation of preliminary unaudited financial report for FY2020



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 9C

TITLE:

Consider action to approve the first reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 14, 2020 City Council Consent agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2020 budget was approved by City Council on September 24, 2019. Since that approval, the City has closed the FY2019 fiscal year and needs to carry-over amounts relating to ongoing projects.

Budget Amendment #1: General Fund-Revenue & Patrol Budget

The City received proceeds from an insurance claim. The repair to this vehicle was not originally in the FY2020 budget, so these proceeds need to be applied to this expense account to cover the repairs. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense by \$6,400 each.

Budget Amendment #2: Hotel Occupancy Tax Revenue & Main St. Program Expense

The contract with Décor IQ for the installation of Holiday Lighting was approved by Council on August 14, 2018. The motion was to approve the contract with addition lighting requests with a not to exceed amount of \$136,900. This increase for this contract was not picked up in the budget process and the same amount was carried over from FY2019 original budget (\$125,000). This amendment is to increase the amount coming in from BP&L and increase the expense account for the contract. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense by \$11,900 each.

Budget Amendment #3: BP&L – Transfer Out

This amendment is to increase the amount coming from BP&L related to budget amendment #2. This amendment is increasing total expenditures for the BP&L fund by \$11,900. This amendment is reducing fund balance in this fund.

Budget Amendment #4: Water & Wastewater Fund – Expenditures

The proceeds from an insurance claim for a weather event in FY2019 were received but never spent during FY2019. Since the revenue was received in FY2019 it rolled into ending fund balance. This amendment is increasing the expense line item and will reduce the total fund balance by \$4,905. This will allow the department to go ahead with the recommended repairs.

Budget Amendment #5: Street Maintenance Fund – Revenue & Expenditures

The original Engineer's Opinion of Probable Cost (OPC) from the August 27, 2019 meeting was eight hundred twenty-six thousand eight hundred dollars and zero cents (\$826,800). Based on the new request for proposals, the total needed is \$1,189,139.80. The current FY20 budget amount is \$1,183,945 (page 270 of the budget book), which includes purchase of a Hot Box and the balance of the Engineering contract both totaling \$95,358. This leaves \$1,088,587 for construction. There is an available \$17,400 in Fund Balance and the interest earned on the 2018 CO issuance of \$84,000.00. This will give us a combined total of \$1,189,987 needed to cover the contract with Angel Brothers, Ltd.

Budget Amendment #6: 2019 Revenue Bond – Expenditures

This bond fund did not expense as much as previously estimated in FY2019 (page 298), leaving a fund balance at the end of the year of \$844,347. All balances in this bond fund are for wastewater projects. This amendment is a carryover of the available fund balance from FY2019 plus budgeted revenue of \$8,000 (also on page 298) totaling \$852,347. This amendment will allow is to spend the balance of this bond fund in FY2020 for the ongoing WWTP#3

Budget Amendment #7: Water & Wastewater Capital Improvement Fund – Expenditures

This capital fund did not expense as much as previously estimated for capital outlay for water CIP projects in FY2019 (page 227). This amendment is a carryover of the available fund balance from FY2019 to complete the elevated and ground storage water tanks at HWY 20.

POLICY EXPLANATION:

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:

Various – see Ordinance Exhibit A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 14, 2020 City Council Consent agenda for a second reading.

ATTACHMENTS:

- Ordinance 2019-76
- Exhibit A
- All Funds Summary FY2020 – updated to reflect proposed amendments



ORDINANCE NO. 2019-76

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2020; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2020, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2020.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 10th day of December 2019.

READ and ADOPTED on Second Reading on the 14th day of January 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

Budget Amendment #1: General Fund-Revenue & Police Patrol Budget

FY 2020 Budget Book (Page 110)

Original Budget	\$12,229,361
Insurance Proceeds (101-00-00-4537)	<u>\$ 6,400</u>
New Total Revenue	\$12,235,761

The proceeds need to be applied to the following accounts:

FY 2020 Budget Book (Page 151)

Original Budget	\$ 1,735,245
Maintenance of Vehicle-Patrol (101-09-22-5345)	<u>\$ 6,400</u>
New Total Expenditure	\$ 1,741,745

This additional revenue came from proceeds from an insurance claim. The repair to this vehicle was not originally in the FY2020 budget, so these proceeds need to be applied to this expense account to cover the repairs. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense.

Budget Amendment #2: Hotel Occupancy Tax Revenue & Main St. Program

FY 2020 Budget Book (Page 196)

Original Budget	\$ 3,696,556
Transfer In-BP&L (501-00-00-4703)	<u>\$ 11,900</u>
New Total Revenue	\$ 3,708,456

The transfer in needs to be applied to the following accounts:

FY 2020 Budget Book (Page 201)

Original Budget	\$ 471,642
Community Event Support (501-85-80-5622)	<u>\$ 11,900</u>
New Total Expenditure	\$ 483,542

The contract with Décor IQ for the installation of Holiday Lighting was approved by Council on August 14, 2018. The motion was to approve the contract with addition lighting requests with a not to exceed amount of \$136,900. This increase for this contract was not picked up in the budget process and the same amount was carried over from FY2019 original budget (\$125,000). This amendment is to increase the amount coming in from BP&L and increase the expense account for the contract. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense.

EXHIBIT A

Budget Amendment #3: BP&L – Transfer Out

FY 2020 Budget Book (Page 91)

Original Budget	\$ 7,702,248
Transfer Out-Special Project (404-60-00-8115)	\$ 11,900
New Total Expenditure	\$ 7,714,148

This amendment is to increase the amount coming from BP&L related to budget amendment #2. This amendment is increasing total expenditures for the BP&L fund. This amendment is reducing fund balance in this fund.

Budget Amendment #4: Water & Wastewater Fund - Expenditures

FY 2020 Budget Book (Page 223)

Original Budget	\$ 3,600,611
Maintenance of Building-Admin (202-35-10-5340)	\$ 4,905
New Total Expenditure	\$ 3,605,516

The proceeds from an insurance claim for a weather event in FY2019 were received but never spent during FY2019. Since the revenue was received in FY2019 it rolled into ending fund balance. This amendment is increasing the expense line item and will reduce the total fund balance by \$4,905.

Budget Amendment #5: Street Maintenance Fund Revenue & Expenditures

FY 2020 Budget Book (Page 270)

Original Budget	\$ 164,000
Trans In-2018 Bond Fund (110-00-00-4738)	\$ 84,000
New Total Revenue	\$ 248,000

The proceeds need to be applied to the following accounts:

FY 2020 Budget Book (Page 270)

Original Budget	\$ 1,183,945
Street Improvements (110-18-00-6132)	\$ 17,400
Street Improvements (110-18-00-6132)	\$ 84,000
New Total Expenditure	\$ 1,285,345

The original Engineer's Opinion of Probable Cost (OPC) from the August 27, 2019 meeting was eight hundred twenty-six thousand eight hundred dollars and zero cents (\$826,800). Based on the new request for proposals, the total needed is \$1,189,139.80. The current FY20 budget amount is \$1,183,945 (page 270 of the budget book), which includes purchase of a Hot Box and the balance of the Engineering contract both totaling \$95,358. This leaves \$1,088,587 for construction. There is an available \$17,400 in Fund Balance and the interest earned on the 2018 CO issuance of \$84,000.00. This will give us a combined total of \$1,189,987 needed to cover the contract with Angel Brothers, Ltd.

EXHIBIT A

Budget Amendment #6: 2019 Revenue Bond Expenditures

FY 2020 Budget Book (Page 298)

Original Budget	\$ 57,185
Capital Outlay (261-35-00-6176)	<u>\$ 795,162</u>
New Total Expenditure	\$ 852,347

This bond fund did not expense as much as previously estimated in FY2019 (page 298), leaving a fund balance at the end of the year of \$844,347. All balances in this bond fund are for wastewater projects. This amendment is a carryover of the available fund balance from FY2019 plus budgeted revenue of \$8,000 (also on page 298) totaling \$852,347. This amendment will allow is to spend the balance of this bond fund in FY2020 for the ongoing WWTP#3.

Budget Amendment #7: Water/Wastewater Capital Improvement Fund Expenditures

FY 2020 Budget Book (Page 227)

Original Budget	\$ 4,150,400
Elevated Water Tank (250-50-00-6320)	<u>\$ 463,923</u>
New Total Expenditure	\$ 4,614,323

This capital fund did not expense as much as previously estimated for capital outlay for water CIP projects in FY2019 (page 227). This amendment is a carryover of the available fund balance from FY2019 to complete the elevated and ground storage water tanks at HWY 20.

ALL FUND SUMMARY - FY 2020

	GENERAL FUND	STREET MAINTENANCE FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	\$ 2,643,264	\$ 1,037,357	\$ 254,780	\$ 3,797,361	\$ 2,758,164	\$ 5,421,836	\$ 3,590,969	\$ 6,230,495	\$ 2,384,291	\$ 4,070,298	\$ 32,188,815
REVENUES:											
AD VALOREM TAXES	3,850,795		2,006,862		-	-	-	-			5,857,657
SALES TAXES	5,084,400				-	-	-	-		2,560,000	7,644,400
FRANCHISE & OTHER TAXES	467,830			2,830,500	23,250	-	-	-			3,321,580
LICENSES & PERMITS	819,032			2,000	-	-	-	-			821,032
SERVICE FEES	673,100			275,250	1,116,203	6,163,064	7,037,682	-	371,192	13,800	15,650,291
FINES & FORFEITURES	349,585				12,650	-	-	-			362,235
INTEREST	65,000	10,000	20,000	65,000	44,050	117,000	72,000	110,144	15,500	80,000	598,694
INTERGOVERNMENTAL	89,878		246,548	62,312	2,863,125	-	-	-			3,261,863
OTHER	66,400 #1			-	31,910	6,500	16,880	3,265,000		1,560,000	4,946,690
TOTAL REVENUES	11,466,020	10,000	2,273,410	3,235,062	4,091,188	6,286,564	7,126,562	3,375,144	386,692	4,213,800	42,464,442
OTHER SOURCES											
Other Financing Sources	-							30,000			30,000
Interfund Transfers	769,741	238,000 #5	514,416	473,394 #2	4,700	4,895,885	-	22,500	75,000		6,993,636
TOTAL REVENUE & OTHER SOURCES	12,235,761	248,000	2,787,826	3,708,456	4,095,888	11,182,449	7,126,562	3,427,644	461,692	4,213,800	49,488,078
TOTAL AVAILABLE RESOURCES	\$ 14,879,025	\$ 1,285,357	\$ 3,042,606	\$ 7,505,817	\$ 6,854,052	\$ 16,604,285	\$ 10,717,531	\$ 9,658,139	\$ 2,845,983	\$ 8,284,098	\$ 81,676,893
EXPENDITURES:											
GENERAL GOVERNMENT	4,454,010				3,268,125	-	-	123,000			7,845,135
PUBLIC SAFETY	4,611,708 #1				20,950	-	-	-			4,632,658
DEVELOPMENT SERVICES	1,084,324				-	-	-	100,000			1,184,324
COMMUNITY SERVICES	1,647,736			354,150	305,327	-	-	-			2,307,213
UTILITIES					165,000	3,843,951 #4	6,054,651	-			10,063,602
DEBT SERVICE			2,752,618		-	1,870,887	159,847	143,668		485,453	5,412,473
ECONOMIC DEVELOPMENT				3,339,899 #2	-	-	-	-		2,066,445	5,406,344
CAPITAL OUTLAY		1,285,345 #5			911,000	4,614,323 #7	615,000	8,838,851 #6	356,500	2,692,000	19,313,019
TOTAL EXPENDITURES	11,797,778	1,285,345	2,752,618	3,694,049	4,670,402	10,329,161	6,829,498	9,205,519	356,500	5,243,898	56,164,768
OTHER USES											
Interfund Transfers	238,992	-	-	521,916	575,395	4,335,693	884,650 #3	352,991	-		6,909,636
TOTAL EXPENDITURE & OTHER USES	12,036,770	1,285,345	2,752,618	4,215,965	5,245,797	14,664,854	7,714,148	9,558,510	356,500	5,243,898	63,074,404
ENDING FUND BALANCES	\$ 2,842,255	\$ 12	\$ 289,988	\$ 3,289,852	\$ 1,608,255	\$ 1,939,431	\$ 3,003,383	\$ 99,629	\$ 2,489,483	\$ 3,040,200	\$ 18,602,489



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2019-132 of the City Council of the City of Bastrop, Texas, expressing official intent to reimburse certain water and wastewater expenditures of the City of Bastrop, Texas; attached In Exhibit A; providing a severability clause; and providing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City currently has a contract with KSA to design and oversee construction of WWTP#3 along with transmission lines, lift station and force main, all related to the new plant. This Engineer has provided the City with a draw-down schedule for these projects. It is estimated that an issuance of the 2020 Revenue Bond will occur in April 2020. The financial advisor has created the timeline (below) for this issuance.

February 25 - Council meeting to discuss W&WW projects and revenue bond issuance timeline.

Week of March 2 – Rating call with Standard & Poor's and staff.

March 16 – Preliminary Official Statement distributed.

March 17 – Rating received.

March 24 – City Council adopts an ordinance authorizing the issuance of the Bonds.

April 16 – Delivery Date of the bonds.

This Reimbursement Resolution gives the City a safeguard to manage “timing” in the event the City receives invoices after available funds in the Debt Service Fund are exhausted, but before bonds are issued. Approval of this resolution will allow the City to go ahead and pay these invoices ensuring that bond funds can reimburse the Debt Service Fund, once bond funds are received.

POLICY EXPLANATION:

City Charter Sec. 7.01 – Powers to Issue

In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

FUNDING SOURCE:

2020 Revenue Bonds

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-132 of the City Council of the City of Bastrop, Texas, expressing official intent to reimburse certain water and wastewater expenditures of the City of Bastrop, Texas; attached In Exhibit A; providing a severability clause; and providing an effective date.

ATTACHMENTS:

- Resolution R-2019-132



CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the City of Bastrop, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on December 10, 2019, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Connie Schroeder, Mayor
Lyle Nelson, Mayor Pro-Tem
Willie Lewis "Bill" Peterson, Council Member
Drusilla Rogers, Council Member
Bill Ennis, Council Member
Dock Jackson, Council Member

and all of said persons were present, except for the following:
; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution R-2019-132 entitled

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN WATER AND WASTEWATER EXPENDITURES OF THE CITY OF BASTROP, TEXAS

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS:

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this December 10, 2019.

City Secretary, City of Bastrop, Texas

[CITY SEAL]

RESOLUTION NO. R-2019-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN WATER AND WASTEWATER EXPENDITURES OF THE CITY OF BASTROP, TEXAS; AS ATTACHED IN EXHIBIT A; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas (the "Issuer") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (the "Project") prior to the issuance of obligations to finance the Project;

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$2,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of December 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

To pay costs related to (1) constructing, improving, extending, and equipping the City's water and wastewater system related to the WWTP#3 and the XS Ranch Water Plant, and (2) paying professional services in connection therewith including legal, fiscal, consulting, engineering fees and other related costs.



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2019-120 of the City Council of the City of Bastrop, Texas approving an Amendment to Task Order No. BAS.006C to KSA Engineers for additional engineering services to receive sanitary sewer flows from the north side of Highway 71 in the amount of One Hundred Twenty-one Thousand Five Hundred Dollars and Zero Cents (\$121,500.00) as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

On July 10, 2018, City Council approved a list of qualified consulting firms to provide assistance with civil engineering, geotechnical engineering, hydraulic and hydrologic engineering, surveying, landscape architecture, land planning and architecture. KSA was identified as a qualified consultant in the area of Civil Engineering regarding a wastewater treatment plant. On August 28, 2018, City Council approved multiple task orders with KSA Engineering for the design of Wastewater Treatment Plant #3 and all ancillary components needed to continue serving our customers with wastewater service.

The wastewater collection system, a necessity to the construction of the new wastewater treatment plant, includes transferring wastewater from the existing plants to the new plant location along with reducing lift stations at Hunters Crossing and allowing for gravity flow to the new plant. This portion was the first piece required to “keep the existing customers’ toilets flushing”. This portion has been completed and includes plan and profile level engineering for construction of the required trunk mains.

Now that the feasibility of the route North of SH 71 has been determined, the second piece is to complete the detailed design of the crossing under SH 71. This route, when constructed, will serve three (3) functions. First, the sewage flow, north of SH 71, is required to go through several lift stations to arrive at the current treatment facility. This route, when constructed, will allow these lift stations to be removed reducing the system’s overall maintenance costs. Second, this route is much closer to the new plant allowing the system to function more efficiently. Third, the pipe is being sized to accommodate additional development to the north of SH 71. This task order will allow engineering of the boring of pipe under SH 71, which will be stubbed out once it is constructed. By stubbing out the line north of SH 71, it will provide the City with the ability to accommodate growth in a more-timely manner. Future expansions of the wastewater system, north of SH 71, will require additional task orders and approval of City Council.

The proposed amendment to the Westside collection system, Task Order No. BAS.006C provides Highway 71 Bore engineering services to receive sanitary sewer flows from the north side of Highway 71. Additional Services are as follows:

Design	\$ 70,000.00
Bidding & Construction	10,000.00
RPR (Inspection)	30,000.00
Permitting	5,000.00
Geotechnical	1,500.00
TOTAL	\$121,500.00

POLICY EXPLANATION:

City Council's commitment to fiscal sustainability is a driving force that continually promotes future planning of the wastewater collection system. Future expansion of the collection system allows additional customers to be added and will reduce cost for current and future rate payers.

FUNDING SOURCE:

Funding for additional engineering and survey work associated with the extension of a wastewater trunk main north of SH 71 for WWTP#3 will be made from the Wastewater Capital Fund shown on page 227 of the FY 2019-20 Budget Book. A budget amendment to the Capital Fund will be made by issuing a bond series in 2020, scheduled to occur in April 2020, to complete the engineering for the future wastewater treatment plant. A reimbursement resolution is on the December 10, 2019 Regular City Council Meeting.

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-120 of the City Council of the City of Bastrop, Texas approving an Amendment to Task Order No. BAS.006C to KSA Engineers for additional Highway 71 bore engineering services to receive sanitary sewer flows from the north side of Highway 71 in the amount of One Hundred Twenty-one Thousand Five Hundred Dollars and Zero cents (\$121,500.00) as attached in Exhibit A, Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Amendment to Task Order No. BAS.006C

RESOLUTION NO. R-2019-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDMENT TO TASK ORDER NO. BAS.006C FOR HIGHWAY 71 BORE ENGINEERING SERVICES TO RECEIVE SANITARY SEWER FLOWS FROM THE NORTH SIDE OF HIGHWAY 71 TO KSA ENGINEERS IN THE AMOUNT OF ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS, (\$121,500.00) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, the projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's current wastewater collection system and treatment facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has the vision to improve Bastrop's Community Safety by building Wastewater Treatment Plant No. 3; and

WHEREAS, engaging KSA Engineers to provide design and construction management services for Wastewater Treatment Plant No. 3 meets that intent and is Item CS#15 in the City's Workplan; and

WHEREAS, the City of Bastrop has chosen KSA Engineers from a list of qualified consulting firms identified by City Council on July 10, 2018; and

WHEREAS, the City Council of the City of Bastrop, Texas approved a contract for the design of Wastewater Treatment Plant #3 and related collection system improvements on August 28, 2018; and

WHEREAS, the Amendment to Task Order No. BAS.006c provides for Highway 71 Bore engineering services to receive sanitary sewer flows from the north side of Highway 71.

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

Section 1: The City Manager is hereby authorized to execute the Amendment to Task Order No. BAS.006C for to KSA Engineers in the amount of one hundred twenty-one thousand five hundred dollars and no cents (\$121,500.00).

Section 2: The City Council of the City of Bastrop has found KSA Engineers to be a subject matter expert in the field of Wastewater Treatment Plants.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of December, 2019.

APPROVED

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Amendment To Task Order No. BAS.006C

1. Background Data:

- a. Effective Date of Task Order Agreement: October 31, 2018
- b. Owner: City of Bastrop
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: Westside Collector Interceptor Sewers

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: Highway 71 Bore engineering services to receive sanitary sewer flows from the north side of Highway 71.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: N/A
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Design	\$ 70,000.00	Lump Sum
Bidding & Construction	\$ 10,000.00	Lump Sum
RPR (Inspection)	\$ 30,000.00	Per Exhibit C
Permitting	\$ 5,000.00	Lump Sum
Surveying	\$ 5,000.00	Per Exhibit C
Geotechnical	\$ 1,500.00	Per Exhibit C

TOTAL \$121,500.00
- e. The schedule for rendering services under this Task Order is modified as follows: The design phase requires two (2) additional months of time.
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A

3. Task Order Summary (Reference only)

a. Original Task Order amount:	\$1,657,439.00
b. Net change for prior amendments:	\$ -0-
c. This amendment amount:	\$ 121,500.00
d. Adjusted Task Order amount:	<u>\$1,778,939.00</u>

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Bastrop

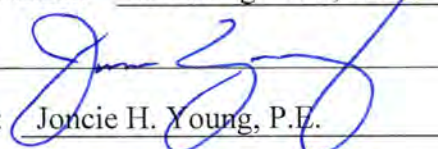
By: _____

Name: Lynda Humble

Title: City Manager

Date Signed: _____

ENGINEER: KSA Engineers, Inc.

By:  _____

Name: Joncie H. Young, P.E.

Title: Director of Municipal Services

Date Signed: 10/22/19



STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 9F

TITLE:

Consider action to approve Resolution No. R-2019-135 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of One Million Seven Hundred Fifty-One Thousand Two Hundred Fifty-Four Dollars and Zero Cents (\$1,751,254.00) to Muniz Concrete and Contracting, Inc. for the construction of the Main Street Rehabilitation project as shown in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

In 2013, the Bastrop Economic Development Corporation issued a 2013 bond series that allocated Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) for the Main Street sidewalk and street improvements, of which Seven Hundred Ninety-Four Thousand Five Hundred Thirty Dollars and Zero Cents (\$794,530.00) is remaining. An additional One Million One Hundred Thousand Dollars and Zero cents (\$1,100,000.00) has been allocated to Main Street improvements from a 2018 Bond series issued by the City of Bastrop. Expanding this project was anticipated, but can now come to fruition with the multiple funding sources.

In March of 2019 the City awarded a contract for engineering services to MWM DesignGroup (MWM) for the expansion of the Main street project from Pine Street to Water Street. MWM worked closely with City Staff and consultants to incorporate the elements of the B³ Code street cross-sections into this project. Once the final cross-sections were completed MWM provided exhibits for the for the award winning Pop-up event that featured the elements of the new street design to the public.

City Council has been very clear on the January 2020 start date for this project. With that in mind, staff has been working towards that goal. Staff & MWM met with multiple potential bidders on November 19, 2019 at City Hall and then continued the meeting on Main Street. The field engineering elements were discussed, along with the need for a robust communication with the business owners, and the importance of meeting the schedule communicated to our citizens was significantly emphasized.

On December 3, 2019 all six (6) bids were opened and read aloud. Muniz Concrete and Contracting, Inc. was the apparent low bidder at that time. The attached recommendation letter from MWM DesignGroup confirms the Muniz Concrete and Contracting Inc. as the lowest responsible bidder.

POLICY EXPLANATION:

The City Council has been clear in their direction on making all street maintenance and multimodal transportation projects a priority and is supported by the recent action of adopting the B³ Codes.

FUNDING SOURCE:

The Main Street Rehabilitation Project is funded from multiple sources:

(1) 2013 bond series (page 295 of 19-20 budget book) allocated Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) for the Main Street sidewalk and street improvements, of which Seven Hundred Ninety-Four Thousand Five Hundred Thirty Dollars and Zero Cents (\$794,530.00) is remaining.

(2) One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) has been allocated to Main Street improvements from a 2018 Certificate of Obligation (CO) (pg. 297) for Four Million Seven Hundred Thousand Dollars and Zero Cents (\$4,700,000.00), which also included the following:

- Two million dollars and zero cents (\$2,000,000.00) for engineering associated with the Old Iron Bridge,
- One million one hundred thousand dollars and zero cents (\$1,100,000.00) for the Street Maintenance Program,
- Two hundred twenty-three thousand five hundred dollars and zero cents (\$223,500.00) for Street improvements related to the North Main Street improvements (in-house), and
- Six hundred seventy-six four hundred dollars and zero cents (\$674,400.00) will be used for a match to the hazardous mitigation grant funds for the Public Works Detention Pond Project, Pine Street Drainage Channel Improvements, and the Jasper & Newton Street Drainage Improvements.

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-135 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of one million seven hundred fifty-one thousand two hundred fifty-four dollars and zero cents (\$1,751,254.00) to Muniz Concrete and Contracting, Inc. for the construction of the Main Street Rehabilitation project as shown in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- MWM DesignGroup Recommendation Letter & Bid Tabulation
- Draft contract documents

RESOLUTION NO. R-2018-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDING A CONTRACT IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$1,751,254.00) TO MUNIZ CONCRETE AND CONTRACTING, INC. FOR THE CONSTRUCTION OF THE MAIN STREET REHABILITATION PROJECT AS SHOWN IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing construction management infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing maintenance on current City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of street maintenance; and

WHEREAS, the City of Bastrop has chosen MWM DesignGroup from a list of qualified consulting firms identified by the City of Bastrop City Council on July 10, 2018; and

WHEREAS, MWM DesignGroup has conducted a Request for Proposals for the City of Bastrop Main Street Rehabilitation Project; and

WHEREAS, On December 3, 2019, proposals were received for the City of Bastrop Main Street Rehabilitation Project. MWM has reviewed and ranked the proposals and recommends that Council allow the City Manager to execute all necessary documents for the Main Street Rehabilitation Project.

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

Section 1. The City Council of the City of Bastrop, Texas has found MWM DesignGroup to be a subject matter expert in the fields of water/wastewater, streets/drainage, and land survey and accepts MWM's recommendation that Council authorize the City Manager execute all necessary documents for the Main Street Rehabilitation Project.

Section 2. The City Manager is hereby authorized to draft and execute a contract with Muniz Concrete and Contracting, INC. in the amount of one million seven hundred fifty-one thousand two hundred fifty-four dollars and zero cents (\$1,751,254.00), as attached in Exhibit A, as well as all other necessary documents.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of December, 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



December 4, 2019

Trey Job
Assistant City Manager of
Development Services
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Subject: Main Street Sidewalk and Roadway Improvements Project
Bid Review and Award Recommendation

Dear Mr. Job,

We reviewed the four bids that were received by the City of Bastrop on Tuesday, December 3, 2019 for the above referenced project.

The bids ranged from \$1,751,254 to \$3,108,135, including the base bid and add alternate bid items. There was one mathematical error found but it was not in the low bid and it did not change the order of the bids received. The low bid of \$1,751,254 was received from Muniz Concrete and Contracting Inc. The second low bid of \$1,864,780 was received from Westar Construction, Inc. The low bid and second low bid both compare favorably with the engineer's opinion of \$1,900,000.

MWM reviewed the documents and references. In addition, we have worked with Muniz Concrete and Contracting, Inc. on many successful projects throughout Central Texas. We recommend awarding this contract, with all add alternate bid items, to Muniz Concrete and Contracting, Inc. with a low bid of \$1,751,254.

Please contact me at 512.992.2969 if you should have any questions regarding this letter. We look forward to working with you through the construction phase of this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony D. Buonodono', with a stylized flourish at the end.

Anthony D. Buonodono, P.E., PMP
Senior Associate
Senior Project Manager
Infrastructure Group Leader

CITY OF BASTROP, TEXAS									
MAIN STREET SIDEWALK AND ROADWAY IMPROVEMENTS									
BID TABULATION - PAGE 1 OF 2									
12/4/2019									
PROJECT CONSULTANTS: MWM DESIGNGROUP									
PROJECT MANAGER: TONY BUONODONO, P.E., PMP									
RESPONSES: 6									
ENGINEER'S ESTIMATE: \$1,900,000									
BID OPENING: DECEMBER 3, 2019									
BIDERS:				MYERS CONCRETE		MUNIZ CONCRTE		SMITH CONTRACTING	
GUARANTEE:				BB		BB		BB	
ADDENDA ACKNOWLEDGED:				YES		YES		YES	
BID ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	4,900	LF	P.C. Concrete Curb and Gutter (Fine Grading)	\$31.20	\$152,880.00	\$26.00	\$127,400.00	\$25.00	\$122,500.00
2	6,000	LF	Pavement Marking Paint (Reflectorized), 4 in.	\$2.70	\$16,200.00	\$3.00	\$18,000.00	\$1.00	\$6,000.00
3	55,000	SF	New P.C. Concrete Sidewalk, 5.5 Inch Thickness	\$14.00	\$770,000.00	\$7.00	\$385,000.00	\$8.25	\$453,750.00
4	1,100	TON	Hot Mix Asphaltic Concrete Pavement, 2" Type D, complete and in place	\$215.00	\$236,500.00	\$118.00	\$129,800.00	\$148.00	\$162,800.00
5	300	CY	Flexible Base (12" thick)	\$154.00	\$46,200.00	\$135.00	\$40,500.00	\$200.00	\$60,000.00
6	9	EA	Inlet Extension, Standard (10-Foot) Including Removal of Existing Inlet lid and all Appurtenances, complete and in place	\$9,021.00	\$81,189.00	\$4,000.00	\$36,000.00	\$7,350.00	\$66,150.00
7	1,500	SF	Type II P.C. Concrete Driveway, moderate to high expansive soil conditions, complete and in place	\$15.80	\$23,700.00	\$12.00	\$18,000.00	\$13.00	\$19,500.00
8	30	EA	Curb Ramp with Pavers (Type I), complete and in place	\$2,270.00	\$68,100.00	\$1,100.00	\$33,000.00	\$1,800.00	\$54,000.00
9	9	EA	Inlet Protection, (Existing Inlet & Future), complete and in place	\$178.00	\$1,602.00	\$200.00	\$1,800.00	\$120.00	\$1,080.00
10	9,300	SY	Milling Asphaltic Concrete Pavement	\$10.70	\$99,510.00	\$6.00	\$55,800.00	\$4.50	\$41,850.00
11	41,000	SF	Removing Portland Cement Concrete	\$4.90	\$200,900.00	\$2.00	\$82,000.00	\$4.00	\$164,000.00
12	15	EA	Temporary Removal and reinstallation of Street Lights(t	\$2,685.00	\$40,275.00	\$3,680.00	\$55,200.00	\$6,000.00	\$90,000.00
13	12	EA	Install Street Lights, foundations, and conduit	\$13,999.00	\$167,988.00	\$3,030.00	\$36,360.00	\$7,250.00	\$87,000.00
14	1	LS	Tree Irrigation (complete and in place)	\$101,520.00	\$101,520.00	\$23,000.00	\$23,000.00	\$45,000.00	\$45,000.00
15	93	EA	3" Shade Tree (incl. top soil in grow trench)	\$1,881.00	\$174,933.00	\$1,095.00	\$101,835.00	\$1,200.00	\$111,600.00
16	93	EA	Tree Grate	\$4,426.00	\$411,618.00	\$3,049.00	\$283,557.00	\$2,900.00	\$269,700.00
17	19	EA	Temporary Support of Existing Building Awening, Overh	\$3,804.00	\$72,276.00	\$2,500.00	\$47,500.00	\$1,900.00	\$36,100.00
18	1	LS	Storm Water Pollution Prevention Plan	\$31,724.00	\$31,724.00	\$7,677.00	\$7,677.00	\$25,000.00	\$25,000.00
19	180	CD	Traffic Control per MUTCD	*\$307.74	\$55,393.00	\$300.00	\$54,000.00	\$125.00	\$22,500.00
20	1	LS	Mobilization (max 10%)	\$243,433.00	\$243,433.00	\$127,208.00	\$127,208.00	\$180,000.00	\$180,000.00
TOTAL BASE BID					\$2,995,941.00		\$1,663,637.00		\$2,018,530.00
ADD ALTERNATIVES									
21	57	EA	Provide and Install Benches – Belson model CBPB-65B-BK, or equal	\$ 1,647.00	\$93,879.00	\$ 1,288.00	\$73,416.00	\$ 900.00	\$51,300.00
22	11	EA	Provide and Install Trash Cans – Belson model CBTR-FT-BK, or equal	\$ 1,665.00	\$18,315.00	\$ 1,291.00	\$14,201.00	\$ 1,000.00	\$11,000.00
TOTAL ADD ALTERNATE BID					\$112,194.00		\$87,617.00		\$62,300.00
TOTAL BID PRICE (BASE + ALTERNATE)					\$3,108,135.00		\$1,751,254.00		\$2,080,830.00
* MATHEMATICAL ERROR FOUND AND CORRECTED									

CITY OF BASTROP, TEXAS									
MAIN STREET SIDEWALK AND ROADWAY IMPROVEMENTS									
BID TABULATION - PAGE 2 OF 2									
12/4/2019									
PROJECT CONSULTANTS: MWM DESIGNGROUP									
PROJECT MANAGER: TONY BUONODONO, P.E., PMP									
RESPONSES: 6									
ENGINEER'S ESTIMATE: \$1,900,000									
BID OPENING: DECEMBER 3, 2019									
BIDERS:				COX COMMERCIAL		PATIN CONSTRUCTION		WESTAR CONSTRUCTION	
GUARANTEE:				BB		BB		BB	
ADDENDA ACKNOWLEDGED:				YES		YES		YES	
BID ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	4,900	LF	P.C. Concrete Curb and Gutter (Fine Grading)	\$24.00	\$117,600.00	\$40.00	\$196,000.00	\$23.00	\$112,700.00
2	6,000	LF	Pavement Marking Paint (Reflectorized), 4 in.	\$1.00	\$6,000.00	\$3.00	\$18,000.00	\$1.20	\$7,200.00
3	55,000	SF	New P.C. Concrete Sidewalk, 5.5 Inch Thickness	\$8.00	\$440,000.00	\$18.00	\$990,000.00	\$7.00	\$385,000.00
4	1,100	TON	Hot Mix Asphaltic Concrete Pavement, 2" Type D, complete and in place	\$105.00	\$115,500.00	\$145.00	\$159,500.00	\$140.00	\$154,000.00
5	300	CY	Flexible Base (12" thick)	\$85.00	\$25,500.00	\$200.00	\$60,000.00	\$110.00	\$33,000.00
6	9	EA	Inlet Extension, Standard (10-Foot) Including Removal of Existing Inlet lid and all Appurtenances, complete and in place	\$6,500.00	\$58,500.00	\$7,500.00	\$67,500.00	\$8,500.00	\$76,500.00
7	1,500	SF	Type II P.C. Concrete Driveway, moderate to high expansive soil conditions, complete and in place	\$14.00	\$21,000.00	\$100.00	\$150,000.00	\$7.00	\$10,500.00
8	30	EA	Curb Ramp with Pavers (Type I), complete and in place	\$2,000.00	\$60,000.00	\$2,300.00	\$69,000.00	\$1,400.00	\$42,000.00
9	9	EA	Inlet Protection, (Existing Inlet & Future), complete and in place	\$100.00	\$900.00	\$125.00	\$1,125.00	\$250.00	\$2,250.00
10	9,300	SY	Milling Asphaltic Concrete Pavement	\$4.50	\$41,850.00	\$6.00	\$55,800.00	\$6.00	\$55,800.00
11	41,000	SF	Removing Portland Cement Concrete	\$4.55	\$186,550.00	\$5.00	\$205,000.00	\$2.50	\$102,500.00
12	15	EA	Temporary Removal and reinstallation of Street Lights(t	\$5,000.00	\$75,000.00	\$7,000.00	\$105,000.00	\$5,500.00	\$82,500.00
13	12	EA	Install Street Lights, foundations, and conduit	\$6,500.00	\$78,000.00	\$9,000.00	\$108,000.00	\$7,000.00	\$84,000.00
14	1	LS	Tree Irrigation (complete and in place)	\$15,000.00	\$15,000.00	\$47,000.00	\$47,000.00	\$58,000.00	\$58,000.00
15	93	EA	3" Shade Tree (incl. top soil in grow trench)	\$800.00	\$74,400.00	\$1,500.00	\$139,500.00	\$1,000.00	\$93,000.00
16	93	EA	Tree Grate	\$3,500.00	\$325,500.00	\$2,500.00	\$232,500.00	\$2,810.00	\$261,330.00
17	19	EA	Temporary Support of Existing Building Awening, Overh	\$3,000.00	\$57,000.00	\$4,000.00	\$76,000.00	\$1,000.00	\$19,000.00
18	1	LS	Storm Water Pollution Prevention Plan	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$4,500.00	\$4,500.00
19	180	CD	Traffic Control per MUTCD	\$450.00	\$81,000.00	\$60.00	\$10,800.00	\$200.00	\$36,000.00
20	1	LS	Mobilization (max 10%)	\$190,000.00	\$190,000.00	\$130,000.00	\$130,000.00	\$160,000.00	\$160,000.00
TOTAL BASE BID					\$1,989,300.00		\$2,828,725.00		\$1,779,780.00
ADD ALTERNATIVES									
21	57	EA	Provide and Install Benches – Belson model CBPB-65B-BK, or equal	\$ 3,000.00	\$171,000.00	\$ 1,700.00	\$96,900.00	\$ 1,250.00	\$71,250.00
22	11	EA	Provide and Install Trash Cans – Belson model CBTR-FT-BK, or equal	\$ 3,000.00	\$33,000.00	\$ 1,700.00	\$18,700.00	\$ 1,250.00	\$13,750.00
TOTAL ADD ALTERNATE BID					\$204,000.00		\$115,600.00		\$85,000.00
TOTAL BID PRICE (BASE + ALTERNATE)					\$2,193,300.00		\$2,944,325.00		\$1,864,780.00

DOCUMENT 00 01 10
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TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS

The Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges,” 2014 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included within a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.

TxDOT Special Specifications

3005 – Scrub Seal Treatment

3028 – Frictional Asphaltic Surface Preservation Treatment

Attachments

1. Special Provisions
2. General Notes
3. Program Maintenance Maps
 - A: Overview
 - A1
 - A2
 - A3
4. Program Maintenance Basis of Estimate
5. Program Preventative Maintenance Maps
 - B: Overview
 - B1
 - B2
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6. Program Preventative Maintenance Basis of Estimate

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ADVERTISEMENT FOR BIDS

City of Bastrop
(Owner)

Separate sealed bids for Downtown Main Street Sidewalk and Roadway Improvements
Project for City of Bastrop will be received by the Engineer at Bastrop City Hall, 1311
Chestnut Street, Bastrop, Texas 78602, until 2:00 PM, July 22, 2019 and then publicly opened
and read aloud shortly thereafter at the same location, on the same day.

The information for Bidders, Form of Bid, Form of Contract, Plans Specifications, and
Forms of Bid Bond, Performance and Payment Bond, and other contract documents may
be examined at the following:

MWM DesignGroup
305 E. Huntland Drive, Suite 200, Austin, Texas 78752

Copies of the bidding documents can be obtained electronically online from CivCast
(www.civcastusa.com). For more information, contact Tony Buonodono, P.E., PMP at
tonyb@mwmdesigngroup.com

The owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the minimum amount of 5% of the
greatest amount of bid. The bid bond and surety's power of attorney must both carry the date of
the bid opening.

No bidder may withdraw his bid within 60 days after the actual date of the opening
thereof.

July 4, 2019

Date

Engineer

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the payment sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The payment is nonrefundable.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Owner may request the Bidder to submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. 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 Bidding Documents.

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

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any

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

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. The Contractor shall call Texas 811 at 1-800-344-8377 at least 48 hours prior to digging.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents (if applicable). On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 There will not be a pre-bid conference.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The Contractor shall have 90 consecutive calendar days to complete the proposed work in accordance with Article 4.02 of the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Liquidated damages in the amount of \$500.00 shall be assessed each day after the number of days specified as the contract time as set forth in Article 9, above and in accordance with Article 4.03 of the Agreement.

ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 The Bid Form is to be completed and submitted with the Bid Security.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City of Bastrop, Attn: Trey Job, P.O. Box 427, Bastrop, Texas, 78602.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within

ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 The amount of retainage shall be 5% of the Work as approved on the “Contractor’s Application for Payment,” in which 5% shall be retained on each payment application until the Final Payment.

BID FORM

*City of Bastrop
Downtown Main Street Sidewalk and Roadway Improvements Project
Engineer's Project No. R345-03*

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602*

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3 – BIDDER'S ACCEPTANCE OF INSTRUCTIONS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 5 – FURTHER REPRESENTATIONS

5.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 6 – BASIS OF BID

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID PROPOSAL

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	P.C. Concrete Curb and Gutter (Fine Grading)	4,805	LF	\$	\$
2	Pavement Marking Paint (Reflectorized), 4 in.	5,830	LF	\$	\$
3	New P.C. Concrete Sidewalk, 5.5 Inch Thickness	54,451	SF	\$	\$
4	Hot Mix Asphaltic Concrete Pavement, 2" Type D, complete and in place	1,025	TON	\$	\$
5	Flexible Base (12" thick)	291	CY	\$	\$
6	Inlet Extension, Standard (10-Foot) Including Removal of Existing Inlet lid and all Appurtenances, complete and in place	9	EA	\$	\$
7	Type II P.C. Concrete Driveway, moderate to high expansive soil conditions, complete and in place	1,500	SF	\$	\$
8	Curb Ramp with Pavers (Type I), complete and in place	30	EA	\$	\$
9	Inlet Protection, (Existing Inlet & Future), complete and in place	9	EA	\$	\$
10	Milling Asphaltic Concrete Pavement	82,000	SY	\$	\$
11	Removing Portland Cement Concrete	40,838	SF	\$	\$
12	Temporary Removal of Street Lights	15	EA	\$	\$
13	Provide and Install Street Lights	12	EA	\$	\$
14	Provide and Install Benches	57	EA	\$	\$
15	Provide and Install Trash Cans	11	EA	\$	\$
16	Tree Irrigation (complete and in place)	1	LS	\$	\$
17	3" Shade Tree (incl. top soil in grow trench)	93	EA	\$	\$
18	Tree Grate	93	EA	\$	\$
19	Temporary Support of Existing Building Awening, Overhang and/or Balcony	19	EA	\$	\$
20	Mobilization (max 10%)	1	LS	\$	\$

Total Bid Price **\$** _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bid Form
00 41 43 - 4

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

7.01 Bidder agrees that the Work will be substantially complete within 80 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond, Certified Check, or Bank Money Order
- B. Affidavit of Non-Collusion
- C. List of Proposed Subcontractors
- D. List of Proposed Suppliers
- E. List of Project References
- F. Required Bidder Qualification Statement with Supporting Data

ARTICLE 9 – LEFT BLANK INTENTIONALLY

ARTICLE 10 – DEFINED TERMS

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

ARTICLE 11 – BID SUBMITTAL

11.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____(SEAL)

By:
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By:
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____(CORPORATE SEAL)

Attest _____

Date of Authorization to do business in *[State Where Project is Located]* is / / .

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By:
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Second Joint Venturer Name: _____(SEAL)

By:

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____ (Words) _____ (Figures)

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: Above addresses are to be used for giving required notice.

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 Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next 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
- 1.2. 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 the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default 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 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 a 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 requirement 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.

Notice of Award

Dated _____

Project: Downtown Main Street Sidewalk and Roadway Improvements	Owner: City of Bastrop	Owner's Contract No.:
Contract: City of Bastrop – Downtown Main Street Sidewalk and Roadway Improvements		Engineer's Project No.: R345-03

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$_____).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01).
3. Other conditions precedent:

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By:

Authorized Signature

Title

Copy to Engineer

Notice of Award

45 00 - 1

Notice to Proceed

Dated _____

Project: Downtown Main Street Sidewalk and Roadway Improvements	Owner: City of Bastrop	Owner's Contract No.:
Contract: Downtown Main Street Sidewalk and Roadway Improvements		Engineer's Project No.:R345-03

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 90, and the number of days to achieve readiness for final payment is 10.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

- 1.0 The contractor shall call the Texas One-Call System @ 1-800-344-8377 at least 48 hours prior to digging.
- 2.0 Prepare a Stormwater Pollution Prevention Plan. Prepare and submit a Notice of Intent (NOI) to TCEQ as prescribed in the Technical Specifications.

_____ Contractor	_____ Owner
Received by: _____ Authorized Signature	Given by: _____ Authorized Signature
_____ Title	_____ Title
_____ Date	_____ Date

Copy to Engineer

Notice to Proceed

46 00 - 1

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Bastrop

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Downtown Main Street Sidewalk and Roadway improvements consisting of approximately XX,XXX SF of concrete sidewalk, XX pedestrian ramps, X,XXX SY of roadway mill and overlay, XX LF of concrete curb and gutter, and other related improvements as directed by the Field Engineer and required to provide a complete project for the City of Bastrop on Main Street from Water Street to Farm Street.

Contractor shall take special note that this is a Field Engineered project and that detailed design direction will be provided in the field by the Field Engineer during construction. The exhibits provided illustrate the general nature and configuration of the improvements and detailed design plans will not be provided.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Downtown Main Street Sidewalk and Roadway Improvements.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by MWM DesignGroup (Engineer) and Field Engineering direction will be provided by Engineer, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

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

- 4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 80 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay **Owner \$500.00 for** each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay **Owner \$500.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____
(words) (numerals)

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.00 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 39, inclusive).
6. Supplementary Conditions (pages 1 to 5, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Attachments:
 - a. Special Provisions (pages 1 to 3, inclusive).
 - b. General Notes (pages 1 to 1, inclusive).
 - c. Program Maintenance Maps (sheets A to A3, inclusive).
 - d. Program Maintenance Basis of Estimate (pages 1 to 4, inclusive).
 - e. Program Preventative Maintenance Maps (sheets B to B3, inclusive).
 - f. Program Preventative Maintenance Basis of Estimate (pages 1 to 2, inclusive).
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become 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 any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Bastrop

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)

Name and Title:

SURETY

_____(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

_____(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)

Name and Title:

SURETY

_____(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

_____(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

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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 (No. C-700) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect:

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No Geotechnical Report is known to Owner or Engineer.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

- B. Left Blank Intentionally.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

CONTRACTOR'S Insurance. Before commencing the work, and as a condition of payment, the CONTRACTOR shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the CONTRACTOR, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- C. Minimum Limits of Liability. The CONTRACTOR shall maintain insurance with limits of liability equal to the limits of liability as set forth below.

- 1. Workers Compensation

- A. Statutory Workers Compensation Benefits
- B. Employer Liability:
 - Bodily Injury by Accident - \$1,000,000 Each Accident
 - Bodily Injury by Disease - \$1,000,000 Policy Limit
 - Bodily Injury by Disease - \$1,000,000 Each Employee

- 2. Commercial General Liability

- \$1,000,000 Combined Single Limit of Bodily Injury Liability and Property Damage Liability Per Occurrence

- \$2,000,000 General Aggregate Limit
 - \$2,000,000 Products & Completed Operations Aggregate Limit
 - \$1,000,000 Personal and Advertising Injury Limit

- Products and Completed Operations Coverage must be maintained for not less than two full years after final payment.

- 3. Business Auto Liability
 - A. \$1,000,000 Combined Single Limit of Bodily Injury Liability and Property Damage Liability
- 4. Excess Liability
 - A. \$2,000,000 Each Occurrence Limit
\$2,000,000 Aggregate Limit

D. Number of Policies. Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

E. Additional Insured. The CONTRACTOR shall endorse all policies identified in Subparagraph 5.04(C) (with the exception of Workers Compensation) to name Owner as an Additional Insured. On the Commercial General Liability Policy, the Owner shall be given Additional Insured status for BOTH the ongoing operations of the CONTRACTOR and the completed operations of the CONTRACTOR. Also, the coverage provided to the Owner as an Additional Insured shall be written on a Primary Basis.

F. Waiver of Subrogation Endorsements. The CONTRACTOR shall endorse all policies identified in Subparagraph 5.04(C) with a Waiver of Subrogation in favor of the Owner. The CONTRACTOR shall also require similar waivers from its subcontractors in favor of the CONTRACTOR and Owner.

G. Acceptable Insurance Companies. The CONTRACTOR shall maintain in effect all insurance coverages under this Agreement at the CONTRACTOR'S sole expense and with insurance companies acceptable to the Owner and which have an A. M. Best Company rating of A- VII or better.

H. Notice of Cancellation or Non-Renewal. The CONTRACTOR'S insurance policies identified in Subparagraph 5.04(C) shall contain a provision that coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.

I. Certificates of Insurance. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 5.04(C) shall be filed with the Owner prior to commencement of the CONTRACTOR'S work. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage as desired for Owner's benefit and charge the expense to the CONTRACTOR, or terminate this Agreement.

J. Continuation of Coverage. The CONTRACTOR shall continue to carry Completed Operations Liability Insurance for at least two years after either ninety (90) days following substantial completion of the work or final payment to the CONTRACTOR, whichever is earlier. The CONTRACTOR shall furnish the Owner evidence of such insurance at final payment and one year from final payment.

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.

1. This insurance shall:

a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, 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;

b. 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 (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

d. 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;

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

f. include testing and startup; and

g. 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.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.E. Delete Paragraph GC-5.06.E in its entirety.

SC-6.02 Add a new sentence immediately after Paragraph 6.02A:

A1. The scope of Contractor's work does not require a need for line and grade staking. The Engineer will provide direction for locations and details of work in the field during construction, on behalf of the Owner, and at no expense to the Contractor.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the Texas and of cities and counties thereof on all materials to be incorporated into the public streets, drainage, and sanitary sewer portions of the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.04 Claims Between Contractors

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive

remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ADDENDUM NO.

OWNER

PROJECT NAME

PROJECT NO.:

DATE OF ADDENDUM:

BID OPENING DATE:

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated _____ . Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

- 1)
- 2)
- 3)

Approved by:

Engineer

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

SAMPLE FORMS

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- ☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease)

Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

No. _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Reference: _____ (Specification Section(s)) _____ (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer: _____

Receipt Acknowledged by (Contractor):	Date:
---------------------------------------	-------

EJCDC No. C-942 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	
2. Net change by Change Orders	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	
5. RETAINAGE:		
a. _____ % x \$ _____ Work Completed.....	\$	
b. _____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	

Progress Estimate

Contractor's Application

For (contract):						Application Number:		
Application Period:						Application Date:		
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
	Totals							

Progress Estimate

Contractor's Application

For (contract):						Application Number:				
Application Period:						Application Date:				
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):						Application Number:			
Application Period:						Application Date:			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
		Totals							

Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

TABLE OF CONTENTS

Section	Title
---------	-------

DIVISION 1 – GENERAL REQUIREMENTS

01 10 00	Summary
01 20 00	Price and Payment Procedures
01 21 00	Mobilization, Traffic Handling, and Incidentals
01 25 00	Substitution Procedures
01 30 00	Administrative Requirements
01 32 16	Construction Progress Schedule
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements

END OF SECTION

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.
 - 3. Owner-furnished products.
 - 4. Contractor's use of Site and premises.
 - 5. Future work.
 - 6. Work sequence.
 - 7. Owner occupancy.
 - 8. Permits.
 - 9. Specification conventions.
 - 10. Reference specifications and standards.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes construction of sidewalks, streetscape, pedestrian ramps, and mill and overlay of roadway.
- B. Construct the Work in accordance with the Bid Items listed on the Bid Form and as generally described below:
 - 1. Mobilization/Demobilization.
 - 2. Sidewalk and Streetscape Improvements
 - 3. Roadway mill and overlay
 - 4. All other Work.
 - a. Install all other project Work as presented in the Project Manual.

1.3 WORK BY OWNER OR OTHERS

- A. If Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.
- B. Coordinate Work with utilities of Owner and public or private agencies.

1.4 OWNER-FURNISHED PRODUCTS

- A. Not Used.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of Site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of Site by the public.

- B. Construction Operations: **Limited to areas indicated on Drawings.**
 - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Coordinate such operations with Field Engineer and/or Owner to minimize disruptions.
- C. Time Restrictions for Performing Work: normal work hours per City code.
- D. Construction Plan: Coordinate with Field Engineer and/or Owner prior to starting construction activities.

1.6 WORK SEQUENCE

- A. Sequencing of Construction Plan: Before start of construction, submit one copy of construction plan regarding phasing of construction and new Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.7 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- B. Schedule the Work to accommodate Owner occupancy.

1.8 PERMITS

- A. Furnish all necessary permits for construction of Work including the following:
 - 1. Stormwater permit.

1.9 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.10 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Materials which are specified by reference to Federal Specifications; ASTM, ASME, ANSI or AWWA specifications; Federal Standards; or other standard specifications must comply with latest editions, revisions, amendments or supplements in effect on date bids are received. Requirements in reference specifications and standards are considered minimum acceptable quality for all equipment, material and work. In instances where capacities, size or other feature of equipment, devices or materials exceed these minimums, meet listed or shown capacities.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Testing and inspection allowances.
- C. Schedule of Values.
- D. Application for Payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit prices.
- H. Alternates.

1.2 CONTINGENCY ALLOWANCES

- A. Not used.

1.3 SCHEDULE OF VALUES

- A. Not used.

1.4 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment or a Contractor's electronic media driven form as approved by the Engineer.
- B. Content and Format: Use Bid Form for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 01 33 00 - Submittal Procedures.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Record Documents as specified in Section 01 70 00 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current as specified in Section 01 32 16 – Construction Project Schedule.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- D. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 10 calendar days.
- E. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors. Document requested substitutions according to Section 01 60 00 – Product Requirements.

- F. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as recommended by Engineer and approved by Owner.
- G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- H. Work Directive Change: Engineer may issue directive, on EJCDC C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: EJCDC C-941 - Change Order or as approved by Engineer.
- K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- E. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- F. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.

3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.7 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
 1. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 2. Measurement by Area: Measured horizontally by square dimension using mean length and width or radius.
 3. Linear Measurement: Measured horizontally by linear dimension, at item centerline or mean chord.
 4. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.8 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

1.9 MOBILIZATION, TRAFFIC HANDLING, AND INCIDENTALS

- A. As specified in Section 01 21 00.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 21 00 – MOBILIZATION, TRAFFIC HANDLING, AND INCIDENTALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project Mobilization and Demobilization.
 - 2. Traffic Handling.
 - 3. All project costs (incidentals) not included in the contract bid items.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Basis of Measurement: By the Lump Sum as the work progresses.
- B. Basis of Payment: This item will be paid for at the contract unit price bid for “Mobilization, Traffic Handling, and Project Incidentals,” which price shall be full compensation for mobilization and demobilization of all contractor personnel, facilities, equipment, and supplies, for all equipment, labor, and material associated with traffic handling, and all other project costs not specifically covered in the contract bid items.
- C. Partial payments for this item will be administered as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for mobilization.
 - 1. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid.
 - 2. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid will be paid.
 - 3. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid will be paid.
 - 4. Upon completion of all work items, payment for the remainder of the mobilization lump sum bid will be made.
- D. The lump sum bid for mobilization shall not exceed 10% of the total contract.

1.3 REFERENCES – Not used.

1.4 QUALITY ASSURANCE – Not used.

PART 2 PRODUCTS – Not used.

PART 3 EXECUTION – Not used.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.
 - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 - 5. Changes required in other Work.
 - 6. Availability of maintenance service and source of replacement parts as applicable.
 - 7. Certified test data to show compliance with performance characteristics specified.
 - 8. Samples when applicable or requested.
 - 9. Other information as necessary to assist Architect/Engineer's evaluation.

- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 - 6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit requests for substitutions in writing.
 - 2. Submit electronic files of Request for Substitution for consideration. Limit each request to one proposed substitution.
 - 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 - 4. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Document each request with:
 - 1. Installer's qualifications.
 - 2. Installer's experience in work similar to that specified.
 - 3. Other information as necessary to assist Architect/Engineer's evaluation.
- C. Substitution Submittal Procedure:
 - 1. Submit electronic files of Request for Substitution for consideration. Limit each request to one proposed substitution.
 - 2. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate interruptions of all utilities and services. All work shall be in accordance with the requirements of the applicable utility company or agency involved.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after the Agreement has been executed and all bonds and insurance are in affect for the project.
- B. Attendance Required: Engineer, Owner, Inspector, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 5. Security and housekeeping procedures.
 - 6. Application for payment procedures.
 - 7. Designation of personnel representing parties in Contract and Engineer.
 - 8. Procedures and processing of requests for interpretations, field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 9. Scheduling.
 - 10. Scheduling activities of Contractor. Procedures of testing.
 - 11. Procedures for maintaining record documents.
 - 12. Inspection and acceptance of work during construction period.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Engineer, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Maintenance of Progress Schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Coordination of projected progress.
 - 10. Maintenance of quality and work standards.
 - 11. Effect of proposed changes on Progress Schedule and coordination.
 - 12. Other business relating to Work.

1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
 - 1. Review conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related Work.

1.6 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer ten days in advance of meeting date.
- D. Minimum Agenda:
 - 1. Contractor's inspection of Work.
 - 2. Contractor's preparation of an initial "punch list."
 - 3. Procedure to request Engineer inspection to determine date of Substantial Completion.
 - 4. Completion time for correcting deficiencies.
 - 5. Inspections by authorities having jurisdiction.
 - 6. Certificate of Occupancy and transfer of insurance responsibilities.
 - 7. Partial release of retainage.
 - 8. Final cleaning.
 - 9. Preparation for final inspection.
 - 10. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 11. Final Application for Payment.
 - 12. Contractor's demobilization of Site.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

- A. Designated areas of existing facilities will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
 - 1. Perform Work not to interfere with operations of occupied areas.
 - 2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
 - 3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.
- C. Employ original and/or skilled and experienced installer to perform alteration and renovation Work.
- D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.
- J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- L. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.
- M. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Engineer for review.
- N. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.

- O. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Format for network analysis schedules.
- D. Network analysis schedules.
- E. Bar chart schedules.
- F. Review and evaluation.
- G. Updating schedules.
- H. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Participate in review of preliminary and complete network diagrams jointly with Engineer.
- C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.
- E. Submit updated network schedules with each Application for Payment.
- F. Submit one opaque reproduction.
- G. Post as electronic file to Project website.
- H. Submit network schedules under transmittal letter form specified in Section 01 33 00 - Submittal Procedures.
- I. Schedule Updates:
 - 1. Overall percent complete, projected and actual.

2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
3. Changes in Work scope and activities modified since submittal.
4. Delays in submittals or resubmittals, deliveries, or Work.
5. Adjusted or modified sequences of Work.
6. Other identifiable changes.
7. Revised projections of progress and completion.

J. Narrative Progress Report:

1. Submit with each monthly submission of Progress Schedule.
2. Summary of Work completed during the past period between reports.
3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: two years' minimum experience in using and monitoring CPM schedules on comparable Projects.

1.4 FORMAT FOR NETWORK ANALYSIS SCHEDULE

- A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable Specification Section number.
- B. Diagram Sheet Size: 22 inches high x 34 inches wide.
- C. Scale and Spacing: To allow for notations and revisions.

1.5 NETWORK ANALYSIS SCHEDULES

- A. Prepare network analysis diagrams and supporting mathematical analyses using critical path method.
- B. Illustrate order and interdependence of activities and sequence of Work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.
- C. Illustrate complete sequence of construction by activity, identifying Work of separate stages. Indicate dates for submittals, including dates for Owner-furnished items, and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.

- D. Mathematical Analysis: Tabulate each activity of detailed network diagrams using calendar dates, and identify for each activity:
 - 1. Preceding and following event numbers.
 - 2. Activity description.
 - 3. Estimated duration of activity, in maximum 30-day intervals. Status of critical activities.
 - 4. Earliest start date.
 - 5. Earliest finish date.
 - 6. Actual start date.
 - 7. Actual finish date.
 - 8. Latest start date.
 - 9. Latest finish date.
 - 10. Total and free float; accrue float time to Owner and to Owner's benefit.
 - 11. Monetary value of activity, keyed to Schedule of Values.
 - 12. Percentage of activity completed.
 - 13. Responsibility.
- E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and of recomputing of scheduled dates and float.
- F. Required Sorts: List activities in sorts or groups:
 - 1. By preceding Work item or event number from lowest to highest.
 - 2. By longest float, then in order of early start.
 - 3. By responsibility in order of earliest possible start date.
 - 4. In order of latest allowable start dates.
 - 5. In order of latest allowable finish dates.
 - 6. Contractor's periodic payment request sorted by Schedule of Values list.
 - 7. List of basic input data-generating report.
 - 8. List of activities on critical path.
- G. Prepare subschedules for each stage of Work identified in Section 01 10 00 - Summary.
- H. Coordinate contents with Schedule of Values in Section 01 33 00 - Submittal Procedures.

1.6 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.

- c. Critical activities and Project float.
- d. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.8 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed product list.
- D. Product data.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.
- K. Contractor review.
- L. Engineer review.

1.2 SUBMITTAL PROCEDURES

- A. Submittals shall be directly from the Contractor. Submittals from others (i.e., suppliers or subcontractors) shall not be accepted.
- B. Transmit each submittal on an Engineer accepted form.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- I. Allow space on submittals for Contractor and Engineer review stamps.
- J. When revised for resubmission, identify changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

- L. Submittals not requested will not be recognized or processed.
- M. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule (when required)

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with

information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.7 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 1. Submit to Engineer for aesthetic, color, and finish selection.
 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.

- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 TEST REPORTS

- A. Submit test reports to the Engineer for assessing conformance and compliance to the Contract Documents.

1.10 DESIGN DATA

- A. Submit for Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

- A. Informational Submittal: When specified in Technical Specifications, submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: When specified in Technical Specifications, submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.

- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within three days of observation to Engineer for information.
- C. Submit reports for information for limited purposes of assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's benefit as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.16 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.17 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent testing firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer. In the event of a conflict in the Contract Documents concerning sampling and testing frequency, the more stringent standard shall be enforced, unless otherwise approved by the Engineer.
 - 1. Laboratory: Authorized to operate in State of Texas.
 - 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- D. Cooperate with independent testing firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent testing firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent testing firm and pay for additional Samples and tests required for Contractor's use.
- E. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent testing firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- G. Independent Testing Firm Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- H. Material Testing Reports: After each test, Independent Testing Firm shall promptly submit two copies of testing reports to Engineer, Contractor, and other entities as directed, indicating observations and results of tests and compliance or noncompliance with Contract Documents. At a minimum, include the following information in testing reports:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector/testing technician.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Compliance or noncompliance with Contract Documents.
 - 11. Special observations, if any.

Submit final report indicating correction of Work previously reported as noncompliant. Log all test results in an electronic spreadsheet for each test procedure and provide updated versions to Engineer at agreed upon time interval.

- I. Limits on Independent Testing Firm:
 - 1. Independent Testing Firm may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Independent Testing Firm may not approve or accept any portion of the Work.

3. Independent Testing Firm may not assume duties of Contractor.
4. Independent Testing Firm has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary ventilation.
 - 4. Temporary water service.
 - 5. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Traffic regulation.
 - 7. Fire-prevention facilities.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.
 - 8. Pest and rodent control.
 - 9. Pollution control.
- D. Removal of utilities, facilities, and controls.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.

- B. Provide temporary electric feeder from electrical service at location as directed by Engineer. Do not disrupt Owner's use of service.
- C. Complement existing power service capacity and characteristics as required for construction operations.
- D. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.
- E. Provide main service disconnect and overcurrent protection at feeder switch at source distribution equipment.
- F. Permanent convenience receptacles may be used during construction.
- G. Provide distribution equipment, wiring, and outlets for single-phase branch circuits for power and lighting.
 - 1. Provide 20-ampere duplex outlets, single-phase circuits for power.
 - 2. Provide 20-ampere, single-phase branch circuits for lighting.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.
- C. Maintain lighting and provide routine repairs.
- D. Permanent lighting may be used during construction.

1.5 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Use Owner's existing water system, extended and supplemented with temporary devices as needed to maintain specified conditions for construction operations.
- B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation and heat tape to prevent freezing.

1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.
- B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.7 FIELD OFFICES AND SHEDS

- A. Field Office: Weathertight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture including drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate six persons.
- C. Locate field offices and sheds a minimum distance of 30 feet from existing and new structures.
- D. Do not use permanent facilities for field offices or for storage.
- E. Construction: Portable or mobile buildings, or buildings constructed with floors raised aboveground, securely fixed to foundations with steps and landings at entrance doors.
 - 1. Construction: Structurally sound, secure, weathertight enclosures for office and storage spaces. Maintain during progress of Work; remove enclosures when no longer needed.
 - 2. Thermal Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
 - 3. Exterior Materials: Weather-resistant, finished in one color acceptable to Engineer.
 - 4. Interior Materials in Field Offices: Sheet-type materials for walls and ceilings, prefinished or painted; resilient floors and bases.
 - 5. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.
- F. Environmental Control:
 - 1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfort conditions.
 - 2. Storage Spaces: Heating and ventilating as needed to maintain products according to Contract Documents; lighting for maintenance and inspection of products.
- G. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.
- H. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.
- I. Installation:
 - 1. Install field office spaces ready for occupancy 15 days after date established by Owner-Contractor Agreement.
 - 2. Employee Residential Occupancy: Not allowed on Owner's property.
- J. Maintenance and Cleaning:
 - 1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
 - 2. Maintain walks free of mud, water, snow, and the like.
- K. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.8 VEHICULAR ACCESS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- D. Location as approved by Engineer.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Use designated existing on-Site roads for construction traffic.

1.9 PARKING

- A. Construct temporary gravel surface parking areas to accommodate construction personnel.
- B. Location as approved by Engineer.
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is not permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Do not allow vehicle parking on existing pavement.
- H. Designate one parking space for Engineer and Owner.
- I. Permanent Pavements and Parking Facilities:
 - 1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
 - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
 - 3. Use of permanent parking structures is not permitted.
- J. Maintenance:

1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

K. Removal, Repair:

1. Remove temporary materials and construction before Substantial Completion.
2. Remove underground Work and compacted materials to depth of 2 feet; fill and grade Site as indicated.
3. Repair existing facilities damaged by use, to original condition.

L. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site periodically and dispose of off-Site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- F. Comply with all applicable local, state, and federal requirements regarding excess and waste material, including methods of handling and disposal.

1.11 PROJECT IDENTIFICATION

- A. Project Identification Sign:
 1. One painted sign, 32-sq ft area, bottom 4 feet aboveground.
 2. Content:
 - a. Project number, title, logo, and name of Owner.
 - b. Names and titles of authorities.
 - c. Names and titles of Engineer and Consultants.
 - d. Name of Prime Contractor.
 3. Graphic Design, Colors, and Style of Lettering: Designated by Engineer.
- B. Project Informational Signs:
 1. Painted informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100-foot distance.

2. Provide sign at each field office and storage shed, and provide directional signs to direct traffic into and within Site. Relocate as Work progress requires.
 3. No other signs are allowed without Owner's permission except those required by law.
- C. Design sign and structure to withstand 70-mph wind velocity.
- D. Sign Painter: Experienced as professional sign painter for minimum of three years.
- E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.
- G. Sign Materials:
1. Structure and Framing: New wood, structurally adequate.
 2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
 3. Rough Hardware: Galvanized.
 4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
 5. Lettering: Exterior quality paint, contrasting colors as selected.
- H. Installation:
1. Install Project identification sign within 15 days after date established by Notice to Proceed.
 2. Erect at designated location.
 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 5. Paint exposed surfaces of sign, supports, and framing.
- I. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- J. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.12 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
 2. Traffic Control Signals: As approved by local jurisdictions.
 3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
 4. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

- D. Haul Routes:
 - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
 - 2. Confine construction traffic to designated haul routes.
 - 3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.
- E. Traffic Signs and Signals:
 - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
 - 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings to depth of 2 feet.

1.13 FIRE-PREVENTION FACILITIES

- A. Prohibit smoking within buildings under construction and demolition. Designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher at each facility.
 - 2. Provide minimum of one fire extinguisher in every construction trailer and storage shed.
 - 3. Provide minimum of one fire extinguisher on roof during roofing operations using heat-producing equipment.

1.14 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
 - 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
 - 2. Provide 4-foot-high barriers around drip line, with access for maintenance.
 - 3. Replace trees and plants damaged by construction operations.

- D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.15 ENCLOSURES AND FENCING

- A. Construction: Commercial-grade chain-link fence or orange plastic construction netting.
- B. Provide 6-foot-high fence around construction Site; equip with vehicular and pedestrian gates with locks.
- C. Provide orange plastic construction netting around open excavations.
- D. Exterior Enclosures:
 - 1. Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.16 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.17 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.18 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.19 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.20 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.
- C. Control dust caused by the work and comply with pollution control regulations of governing authorities. Sprinkling or similar methods will be permitted to control dust. Use of petroleum products or chlorides is prohibited. Sprinkling must be repeated as needed to keep the disturbed area damp. Dust control shall be performed as the work proceeds whenever a potential for dust nuisance or hazard occurs.
- D. Burning is not allowed on this project.
- E. Blasting is not allowed on this project.

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.
- F. Product substitutions and procedures.

1.2 PRODUCTS

- A. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- B. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- C. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.

- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Project record documents.
- D. Product warranties and product bonds.
- E. Examination.
- F. Preparation.
- G. Execution.
- H. Cutting and patching.
- I. Protecting installed construction.
- J. Final cleaning.

1.2 FIELD ENGINEERING

- A. Owner will locate and Contractor shall protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- B. Control datum for survey is established by Owner-provided survey indicated on Drawings.
- C. Contractor shall verify setbacks and easements; confirm Drawing dimensions and elevations.
- D. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- E. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- F. Contractor shall retain Engineer to replace dislocated survey control points based on original survey control.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.

2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning according to this Section.
- B. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on Contractor's Affidavit of Payment of Debts and Claims.
 - f. Contractor affidavit of release of liens on Contractor's Affidavit of Release of Liens.
 - g. Consent of surety to final payment on Consent of Surety to Final Payment Form.
 3. Perform final cleaning for Contractor-soiled areas according to this Section.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, product data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
 - 1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 - 2. Include locations of concealed elements of the Work.
 - 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
 - 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
 - 5. Identify and locate existing buried or concealed items encountered during Project.
 - 6. Measured depths of foundations in relation to vertical datum.
 - 7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 9. Field changes of dimension and detail.
 - 10. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.
- H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.5 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.

- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Engineer for final decision.
 - 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.

- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
- B. Clean debris from drainage systems.
- C. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 31 25 12 – STORM WATER POLLUTION PREVENTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000, latest issue date (the Construction General Permit).
2. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices.
3. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation in a meeting with Engineer prior to start of construction.

B. Related Sections: Not Applicable

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Storm Water Pollution Prevention Plan:

1. Basis of Measurement: Lump Sum.
2. Basis of Payment: Payment for Storm Water Pollution Prevention Plan shall be made at the lump sum bid for "Storm Water Pollution Prevention Plan." Payment for all work prescribed under this item shall be full compensation for the Storm Water Pollution Prevention Plan including all preparation, submittals, notices, updates, and revisions.

B. Storm Water Pollution Prevention Plan Implementation:

1. Basis of Measurement: Lump Sum.
2. Basis of Payment: Includes all aspects of implementing the SWP3, from Notice of Intent through Notice of Termination.

1.3 REFERENCES

A. Construction General Permit (TPDES No. TXR 150000).

B. Clean Water Act.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Submit one copy of the SWP3 to Engineer for record retention purposes only. Engineer will not review or approve the SWP3.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the SWP3 as per the submission of the Notice of Intent.
- B. Maintain one copy of the SWP3 document on site.

1.7 PRE-INSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

- A. Fulfill all TPDES Construction General Permit (TXR 150000) requirements.
- B. Contractor shall fulfill the role of Primary Operator as defined by the TPDES Construction General Permit (TXR 150000) for this project.
- C. Prepare and submit all required documentation and pay all applicable fees to TCEQ required by the TPDES Construction General Permit (TXR 150000). This includes but is not limited to:
 - 1. Notice of Intent.
 - 2. Site Notices.
 - 3. Notice of Termination.
 - 4. Notification of MS4 Operator.

- D. SWP3:
 - 1. Prepare a SWP3 following Part III of the TPDES Construction General Permit (TXR 150000).
 - 2. Update or revise the SWP3 as needed during the construction following Part III, Section E of the TPDES Construction General Permit (TXR 150000).
 - 3. Submit the SWP3 and any updates or revisions to the Engineer for review and address comments prior to commencing, or continuing, construction activities.
 - 4. Conduct inspections in accordance with TPDES Construction General Permit (TXR 150000).
 - 5. Maintain copies of SWP3, inspection reports, and other documentation as required by TPDES Construction General Permit (TXR 150000).

3.2 SWP3 IMPLEMENTATION

- A. Implement SWP3 utilizing state of the art Best Management Practice controls as required by the Construction General Permit, the site specific SWP3, and local government.
- B. Inspect and maintain controls throughout the course of construction per the Construction General Permit requirements.
- C. Remove controls per the Construction General Permit requirements.
- D. On-Site Waste Material Storage:
 - 1. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.
 - 2. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.
 - 3. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

END OF SECTION

SECTION 33 01 31 - MANHOLE GRADE ADJUSTMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Raising manhole frames and covers.
 - 2. Replacing manhole frames and covers.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Raising Manhole Frames and Covers:
 - 1. Basis of Measurement: By each.
 - 2. Basis of Payment: Includes removal and reinstalling manhole frame and cover, manhole rings and joint sealant.
- B. Repairing Manhole Frames and Covers:
 - 1. Basis of Measurement: By each.
 - 2. Basis of Payment: Includes removal of old frame and cover, installing new frame and cover, and joint sealant.

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
 - 2. ASTM C32 - Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale).
 - 3. ASTM C531 - Standard Test Method for Linear Shrinkage and Coefficient Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
 - 4. ASTM C642 - Standard Test Method for Density, Absorption, and Voids in Hardened Concrete.
 - 5. ASTM C672 - Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
 - 6. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
 - 7. ASTM D395 - Standard Test Method for Rubber Property - Compression Set.
 - 8. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
 - 9. ASTM D573 - Standard Test Method for Rubber-Deterioration in an Air Oven.
 - 10. ASTM D575 - Standard Test Methods for Rubber Properties in Compression.
 - 11. ASTM D2240 - Standard Test Method for Rubber Property-Durometer Hardness.
 - 12. ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
 - 13. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual grade adjustment elevation of manhole.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section.
- B. Installer: Company specializing in performing work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in undamaged, unopened container, bearing manufacturer's original labels. Inspect for damage.
- B. Protect materials from damage by storage in secure location.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 MANHOLE FRAMES, GRATES, RINGS AND COVERS

- A. Manufacturers:
 - 1. East Jordan Iron Works (EJ Group. Inc.)
 - 2. Neenah Foundry (Neenah Enterprises, Inc.)

2.2 RISER RINGS

- A. Rubber Adjustment Riser Rings:
 - 1. Flat or tapered.
 - 2. Physical properties as follows:

Physical Properties	Test Results	Test Method
Density	$\pm 1.098 \text{ g/cm}^3$	ASTM C642
Durometer Hardness		Based on ASTM D2240
Molded Surface	75A ± 10 points	
Interior Surface	73A ± 10 points	

Tensile Strength	232 psi (not less than 145 psi)	ASTM D412
Compression Deformation	under 145 psi	Based on ASTM D575
Initial Compression Deformation	6 ±4 percent	
Final Compression Deformation	6 ±4 percent	
Compression Set	0.4 percent (no more than 4 percent) under 145 psi	Based on ASTM D395
Freeze and Thaw When Exposed to Deicing Chemicals	No loss after 50 cycles	ASTM C672
Coefficient of Thermal Expansion	6x10 ⁻⁵ in/in/degree F	ASTM C531
Weathering	(70 hours at 158 degree F)	ASTM D573
Hardness Retained	100 percent ±5 percent	
Compressive Strength Retained	100 percent ±5 percent	
Tensile Strength Retained	100 percent ±5 percent	
Elongation Retained	100 rcent ±5 percent	

B. Nuts and Bolts:

1. Hot-dipped galvanized ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55 and 105-ksi Yield Strength.

C. Accessories:

1. Joint Sealant: ASTM C990 – Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
2. Riser Rings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify and locate manholes requiring grade adjustment.

3.2 CONSTRUCTION METHODS

- A. Frames, grates, rings and covers shall be constructed of the materials as specified and shall be placed carefully to the lines or grades as directed by the City.
- B. All welding shall conform to the requirements of the AWS-D-1-72 – Structural Welding Code. Welded frames, grates, rings and covers shall be hot-dipped galvanized (ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength).
- C. Painting of gray iron castings will not be required, except when used in conjunction with structural steel shapes.

3.3 EXISTING WORK

- A. Saw cut existing paving, excavate, clean manholes, remove existing manhole frames and covers, and repair waterproofing.

3.4 ADJUSTING MANHOLE FRAMES AND COVERS

- A. Locate and raise manholes to grade.
- B. Use flat or tapered rubber manhole rings to achieve elevation indicated for frame and cover.
- C. Do not adjust elevation more than 6 inches with rubber manhole rings.
- D. Seal joints between manhole top, rubber rings, and frame with sealant.
- E. Reinstall removed manhole frame and cover.

3.5 REPLACING MANHOLE FRAMES AND COVERS

- A. Remove existing manhole frames and covers to enable reuse.
- B. Deliver removed manhole frames and covers to Owner as maintenance materials in accordance with Section 01 70 00 - Execution and Closeout Requirements.
- C. Install new frames and covers for manholes as indicated on Drawings. Adjust to match finished grade as indicated on Drawings. Seal joints between manholes and manhole frames.

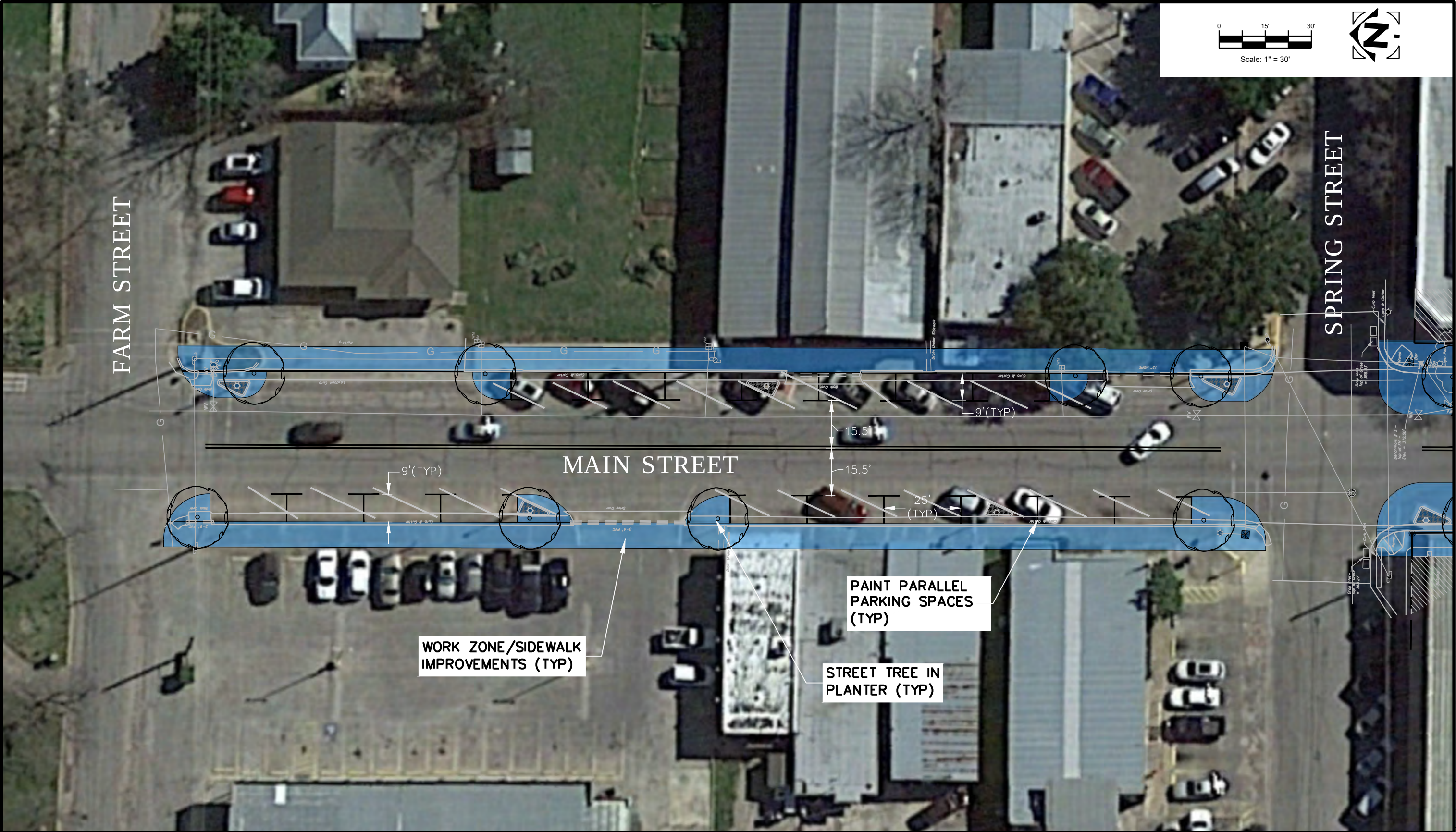
3.6 PAVING RESTORATION

- A. Restore bituminous paving areas in accordance with TxDOT Item 351.

END OF SECTION

Technical Specifications for TxDOT

The Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges,” 2014 Edition, is incorporated herein by reference for all intents and purposes. If a standard specified in that document conflicts with a standard included within a bid specifications document, the standard in the bid specifications document controls. If the standard is still unclear, the Engineer will determine which standard controls and his determination shall be final.



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DesignGroup

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TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

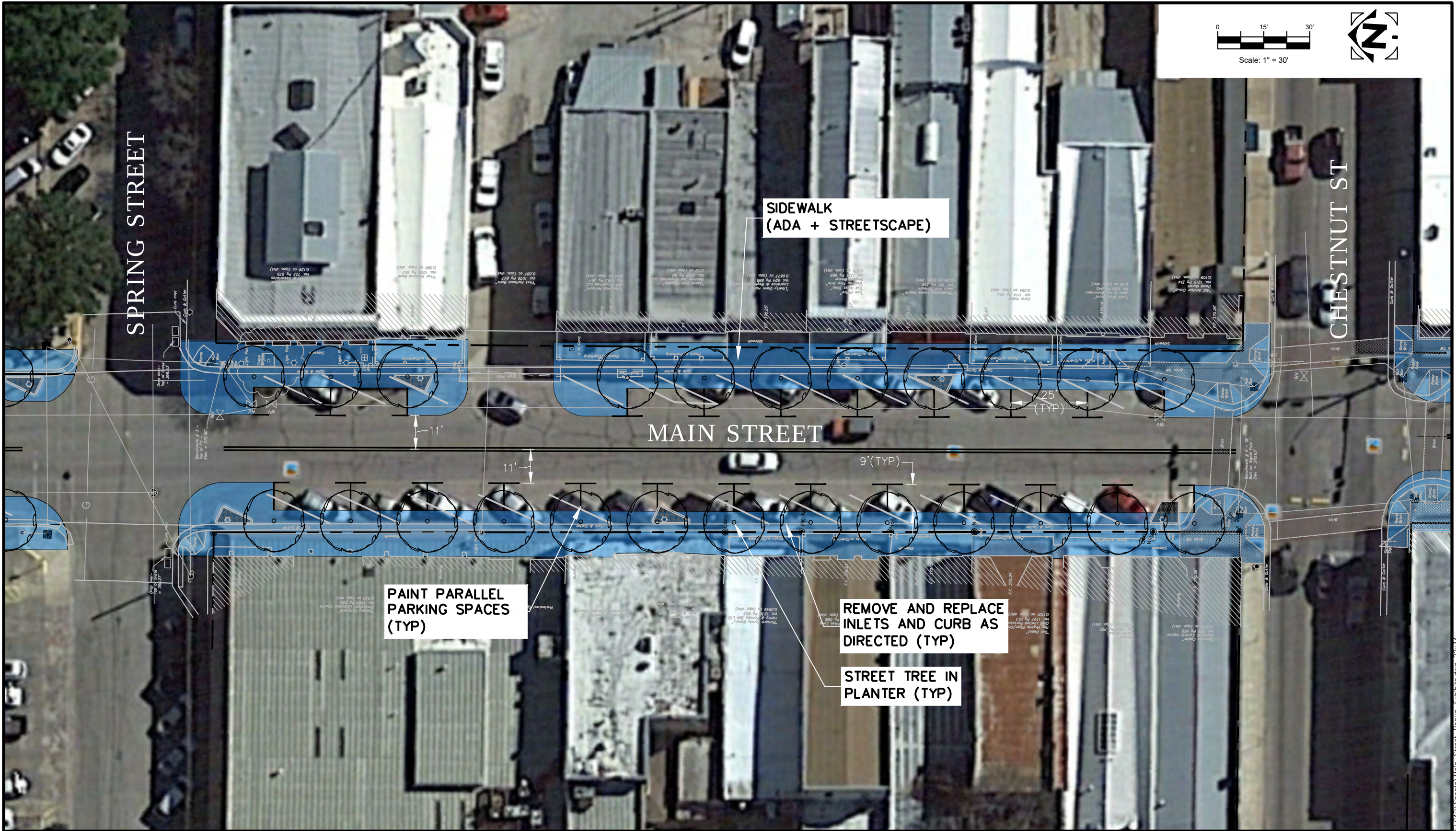
NO.	DATE	DESCRIPTION	BY

MAIN STREET LAYOUT PLAN
FARM ST. TO SPRING ST.

MAIN STREET FIELD ENGINEERING
LAYOUT PLAN
BASTROP, TEXAS 78602

PLOTTED: 9/28/2019
JOB NO: 345-03

EX-1



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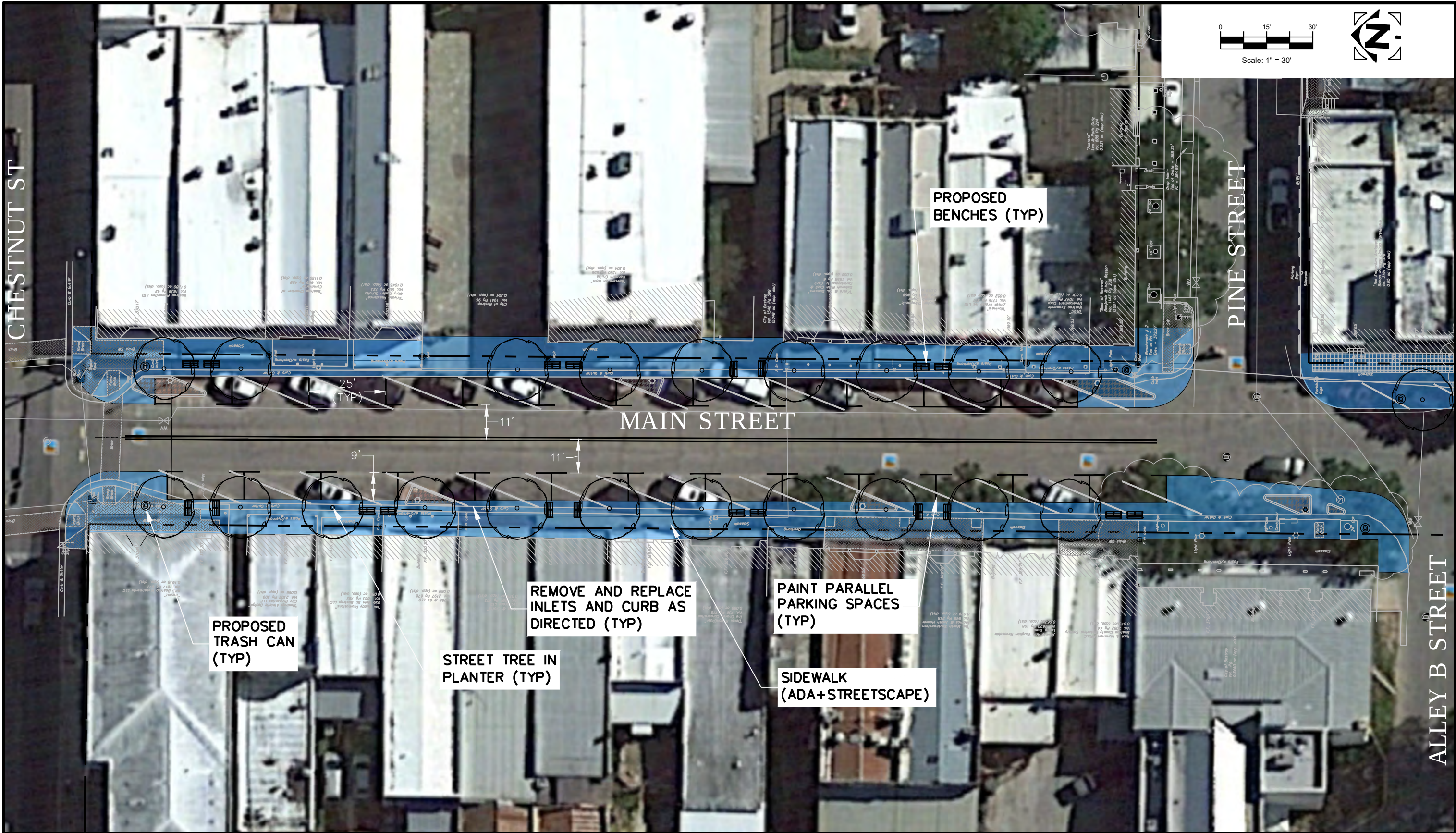
NO.	DATE	DESCRIPTION	BY

MAIN STREET LAYOUT PLAN
SPRING ST. TO CHESTNUT ST.

MAIN STREET FIELD ENGINEERING
LAYOUT PLAN
BASTROP, TEXAS 78602

PLOTTED: 9/28/2019
JOB NO: 345-03

EX-2



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				NO.	DATE	DESCRIPTION	BY																																						
EX-3																																													



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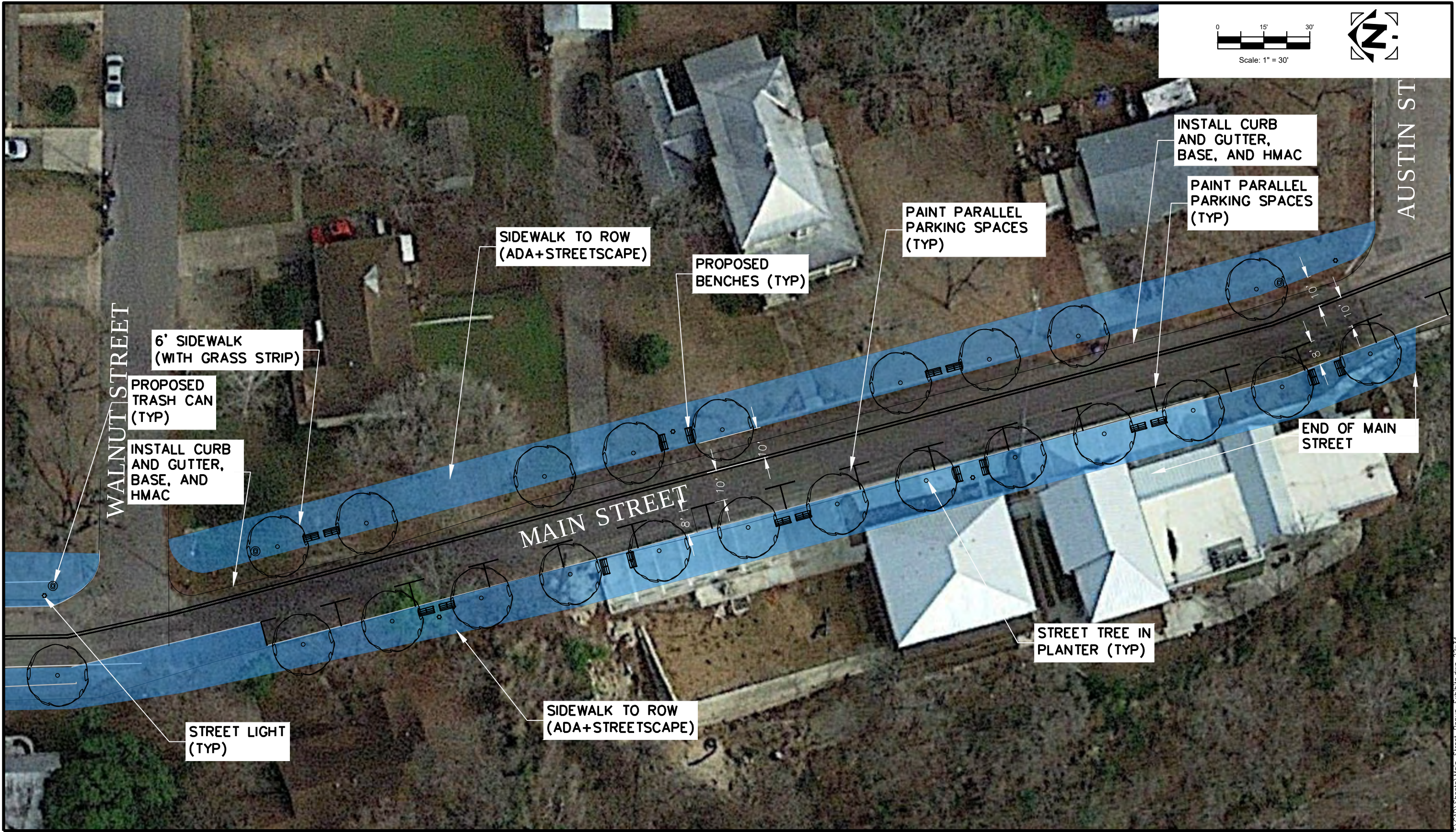
MAIN STREET LAYOUT PLAN
PINE ST. TO WALNUT ST.

MAIN STREET FIELD ENGINEERING
LAYOUT PLAN
BASTROP, TEXAS 78602

PLOTTED: 9/28/2019
JOB NO: 345-03

EX-4

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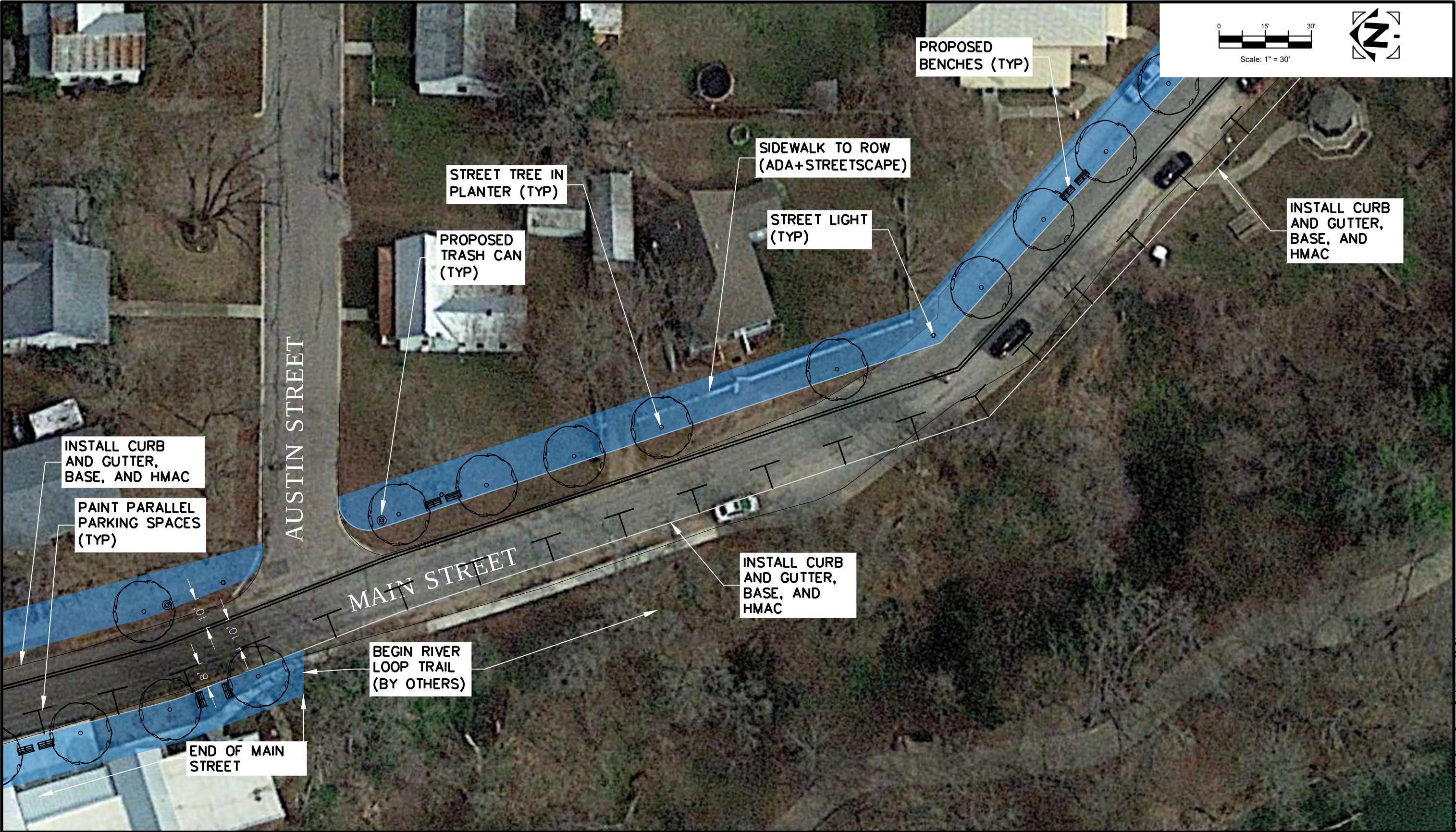
MAIN STREET LAYOUT PLAN
WALNUT ST. TO AUSTIN ST.

MAIN STREET FIELD ENGINEERING
LAYOUT PLAN
BASTROP, TEXAS 78602

PLOTTED: 9/28/2019
JOB NO: 345-03

EX-5

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TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY

MAIN STREET LAYOUT PLAN
AUSTIN ST. TO FERRY PARK

MAIN STREET FIELD ENGINEERING
LAYOUT PLAN
BASTROP, TEXAS 78602

PLOTTED: 9/28/2019
JOB NO: 345-03

EX-6

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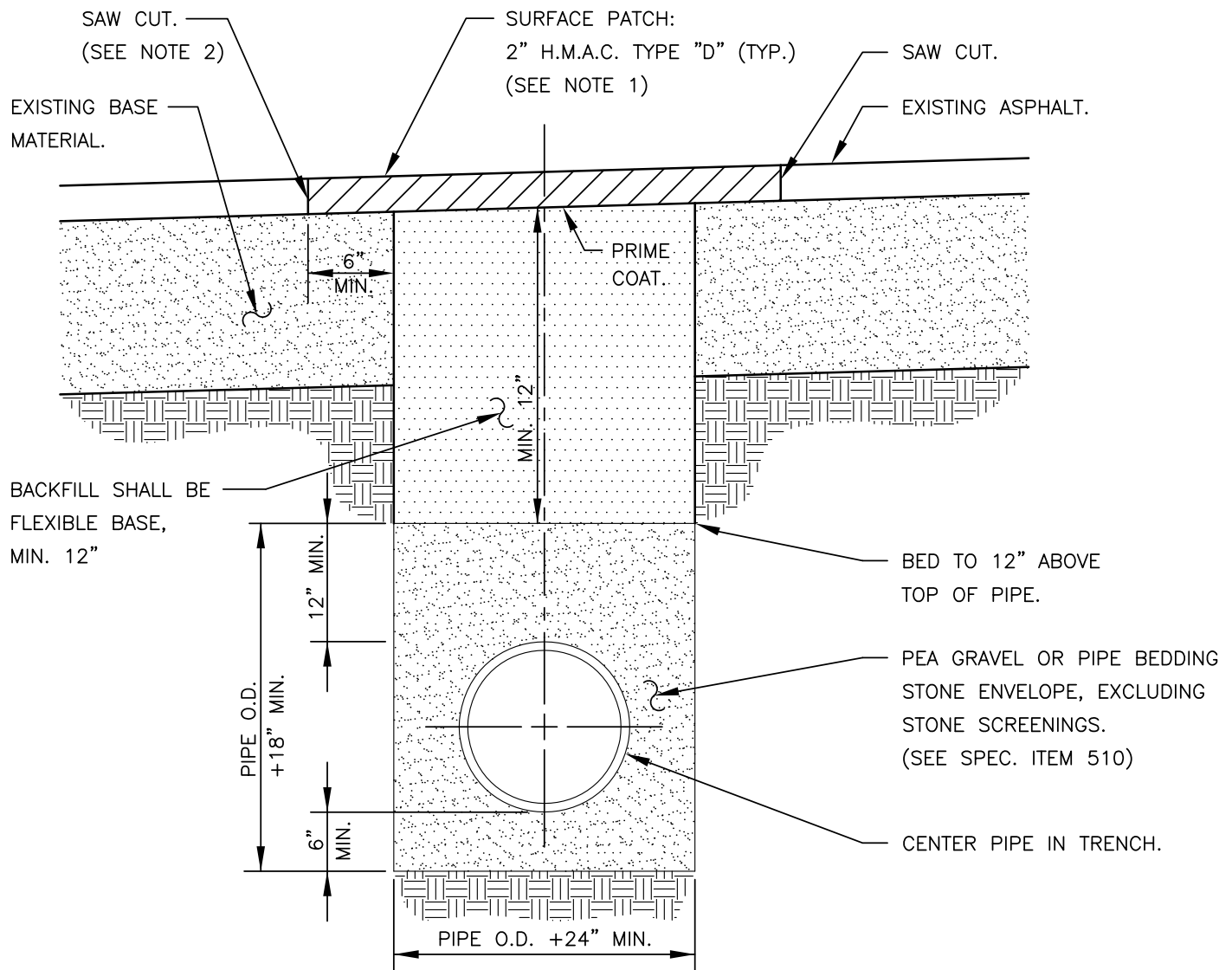
MAIN STREET LAYOUT PLAN
AUSTIN ST. TO WATER ST.

MAIN STREET FIELD ENGINEERING
LAYOUT PLAN
BASTROP, TEXAS 78602

PLOTTED: 9/28/2019
JOB NO: 345-03

EX-7

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NOTES:

1. H.M.A.C. SHOWN IN THIS DETAIL IS SEPARATE FROM ANY ADDITIONAL THICKNESS CREATED BY ANY OVERLAY ITEM IN CONTRACT.
2. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE STORM SEWER TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER.
3. INSTALLATION OF BACKFILL, SAW CUTTING AND REMOVAL OF EXISTING PAVEMENT AND SURFACE PATCH, SHALL NOT BE PAID FOR SEPARATELY. COSTS FOR THESE ITEMS SHALL BE INCLUDED IN UNIT PRICE BIDS FOR STORM SEWER PIPE.
4. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BIDS FOR STORM SEWER PIPE.
5. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED

MAY 24, 2011
DATE

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

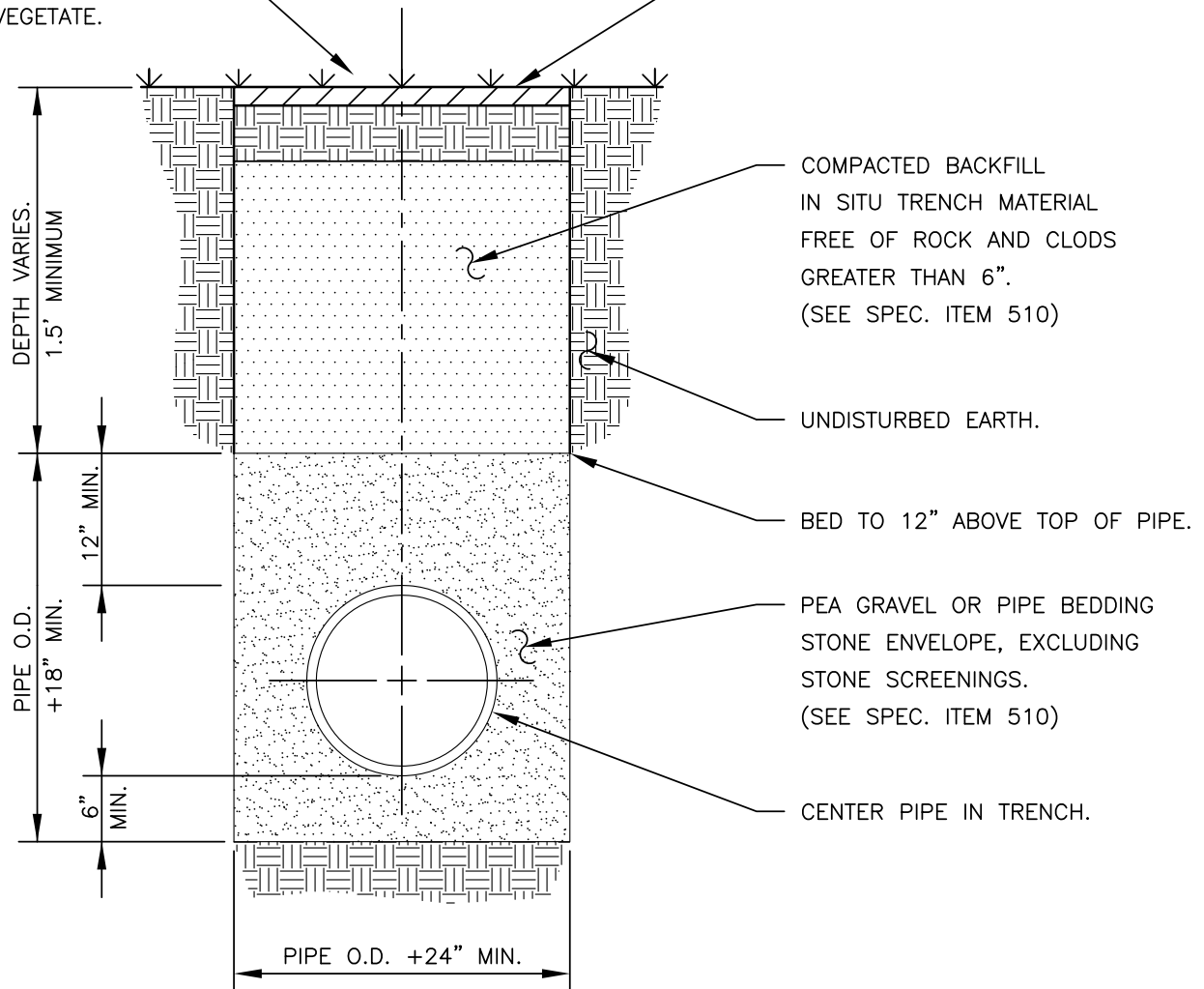
STORM SEWER LINE
BEDDING DETAIL
(EXISTING PAVED SURFACE)

DRAWING NO:
DR-01



IN AREAS NOT TO BE
PAVED, PROVIDE 4" TOPSOIL
AND REVEGETATE.

FINISHED GROUND OR SUBGRADE.



NOTE:

ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

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APPROVED

MAY 24, 2011

DATE

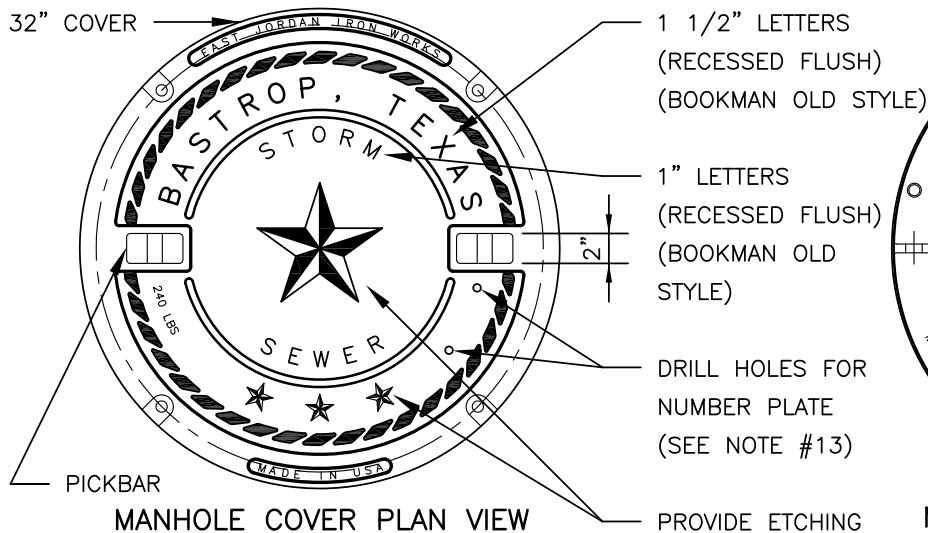
THE ARCHITECT/ENGINEER ASSUMES
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USE OF THIS DETAIL.

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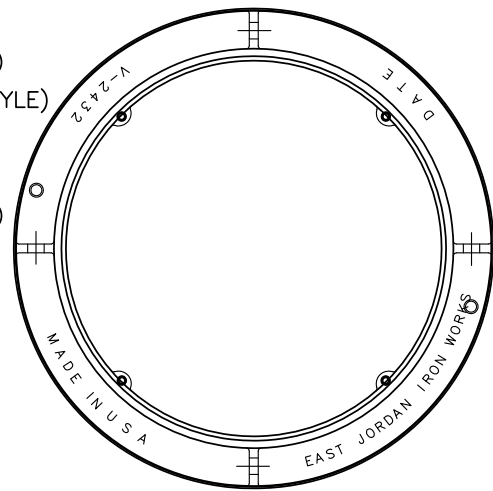
STORM SEWER LINE
BEDDING DETAIL
(NON-PAVED SURFACE)

DRAWING NO:
DR-02

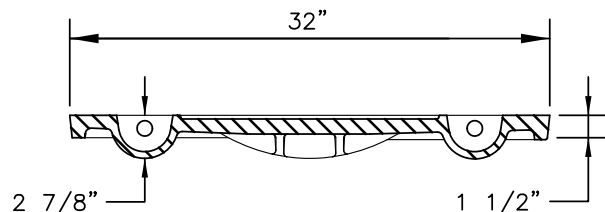




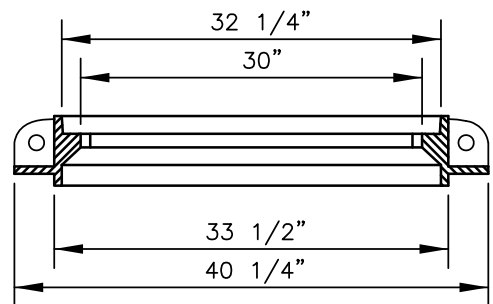
MANHOLE COVER PLAN VIEW



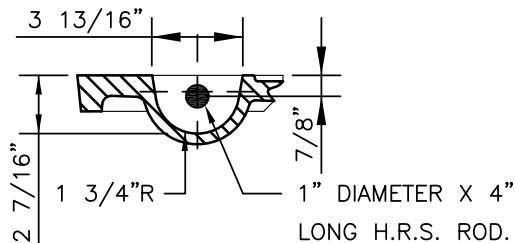
MANHOLE FRAME PLAN VIEW



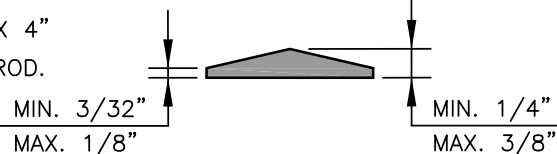
MANHOLE COVER SECTION VIEW



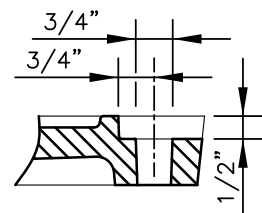
MANHOLE FRAME SECTION VIEW



PICKBAR DETAIL



STAR SECTION VIEW



BOLT HOLE SECTION

NOTES:

- COVER AND FRAME SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR DRAINAGE, SEWER, UTILITY AND RELATED CASTINGS: AASHTO DESIGNATION M306-04.
- MANHOLE COVER SHALL BE MODEL NUMBER: V-2432-3, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE FRAME SHALL BE MODEL NUMBER: V-2432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE COVER AND FRAME ASSEMBLY, IF ORDERED AS A SET, SHALL BE MODEL NUMBER: V-2432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- ALL CORNERS AND EDGES SHALL HAVE A 1/16" MINIMUM AND 1/8" MAXIMUM RADIUS.
- MANHOLE COVERS SHALL BE CAST WITH TWO 1" DIAMETER STEEL PICKBARS.
- MANHOLE COVER WEIGHT SHALL BE 240 LBS. FOR CAST IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF COVER.
- MANUFACTURER SHALL CERTIFY THAT EACH MANHOLE COVER MEETS HS-20 LOADING.
- FILLETS SHALL BE 1/4" RADIUS UNLESS OTHERWISE SPECIFIED.
- MANUFACTURER SHALL REMOVE EXCESS IRON AND MACHINE FINISH SEATING SURFACES TO NOTED DIMENSIONS.
- COVER SHALL BE DIPPED IN A WATER-BASED ASPHALTIC COATING, PRIOR TO SHIPMENT FROM FOUNDRY.
- BOLTS SHALL BE 5/8"-11NC X 2" LONG HEX STAINLESS STEEL WITH WASHER.
- MANUFACTURER SHALL DRILL 2-3/16"x1/2" DEEP HOLES FOR A MANHOLE NUMBER PLATE TO BE PROVIDED BY THE CITY OF BASTROP. THE TOP HOLE SHALL BE DRILLED 1" O.C. FROM THE BOTTOM OF THE PICKBAR AND THE BOTTOM HOLE SHALL BE DRILLED 4" O.C. FROM THE TOP HOLE.

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MAY 24, 2011
DATE

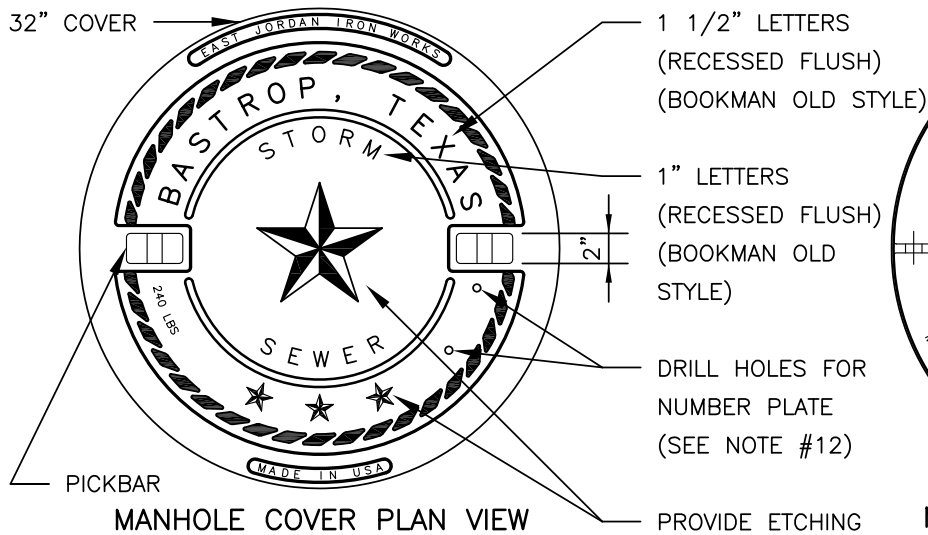
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**BOLTED STORMSEWER MANHOLE
COVER AND FRAME DETAIL**

DRAWING NO:
DR-05





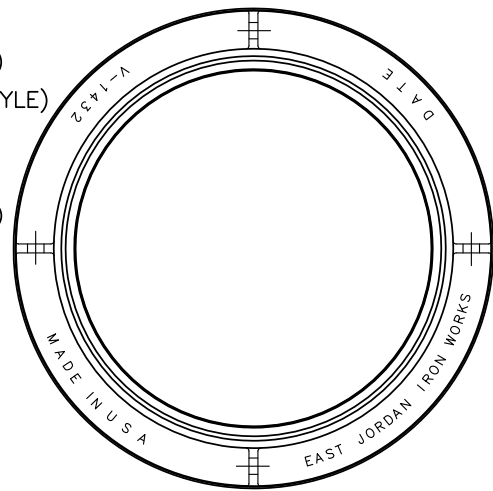
MANHOLE COVER PLAN VIEW

1 1/2" LETTERS
(RECESSED FLUSH)
(BOOKMAN OLD STYLE)

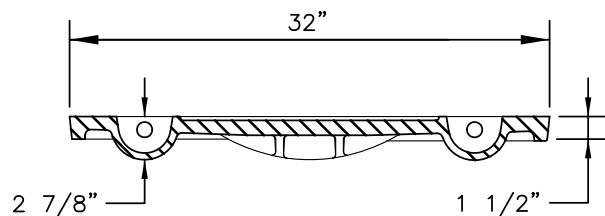
1" LETTERS
(RECESSED FLUSH)
(BOOKMAN OLD
STYLE)

DRILL HOLES FOR
NUMBER PLATE
(SEE NOTE #12)

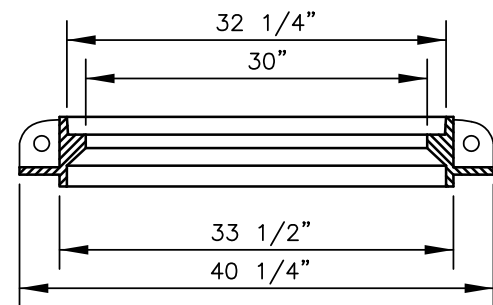
PROVIDE ETCHING
AROUND ALL STARS



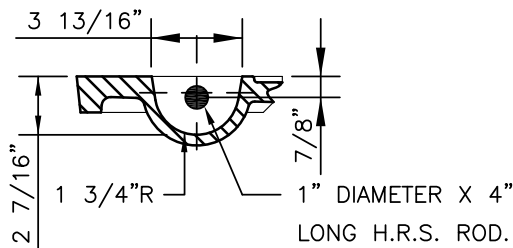
MANHOLE FRAME PLAN VIEW



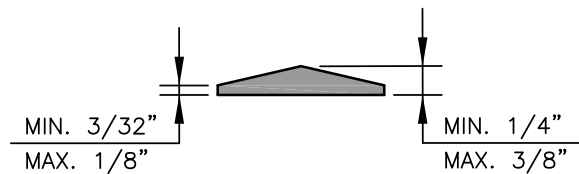
MANHOLE COVER SECTION VIEW



MANHOLE FRAME SECTION VIEW



PICKBAR DETAIL



STAR SECTION VIEW

NOTES:

- COVER AND FRAME SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR DRAINAGE, SEWER, UTILITY AND RELATED CASTINGS: AASHTO DESIGNATION M306-04.
- MANHOLE COVER SHALL BE MODEL NUMBER: V-1432-3, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE FRAME SHALL BE MODEL NUMBER: V-1432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE COVER AND FRAME ASSEMBLY, IF ORDERED AS A SET, SHALL BE MODEL NUMBER: V-1432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- ALL CORNERS AND EDGES SHALL HAVE A 1/16" MINIMUM AND 1/8" MAXIMUM RADIUS.
- MANHOLE COVERS SHALL BE CAST WITH TWO 1" DIAMETER STEEL PICKBARS.
- MANHOLE COVER WEIGHT SHALL BE 240 LBS. FOR DUCTILE IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF COVER.
- MANUFACTURER SHALL CERTIFY THAT EACH MANHOLE COVER MEETS HS-20 LOADING.
- FILLETS SHALL BE 1/4" RADIUS UNLESS OTHERWISE SPECIFIED.
- MANUFACTURER SHALL REMOVE EXCESS IRON AND MACHINE FINISH SEATING SURFACES TO NOTED DIMENSIONS.
- COVER SHALL BE DIPPED IN A WATER-BASED ASPHALTIC COATING, PRIOR TO SHIPMENT FROM FOUNDRY.
- MANUFACTURER SHALL DRILL 2-3/16"x1/2" DEEP HOLES FOR A MANHOLE NUMBER PLATE TO BE PROVIDED BY THE CITY OF BASTROP. THE TOP HOLE SHALL BE DRILLED 1" O.C. FROM THE BOTTOM OF THE PICKBAR AND THE BOTTOM HOLE SHALL BE DRILLED 4" O.C. FROM THE TOP HOLE.

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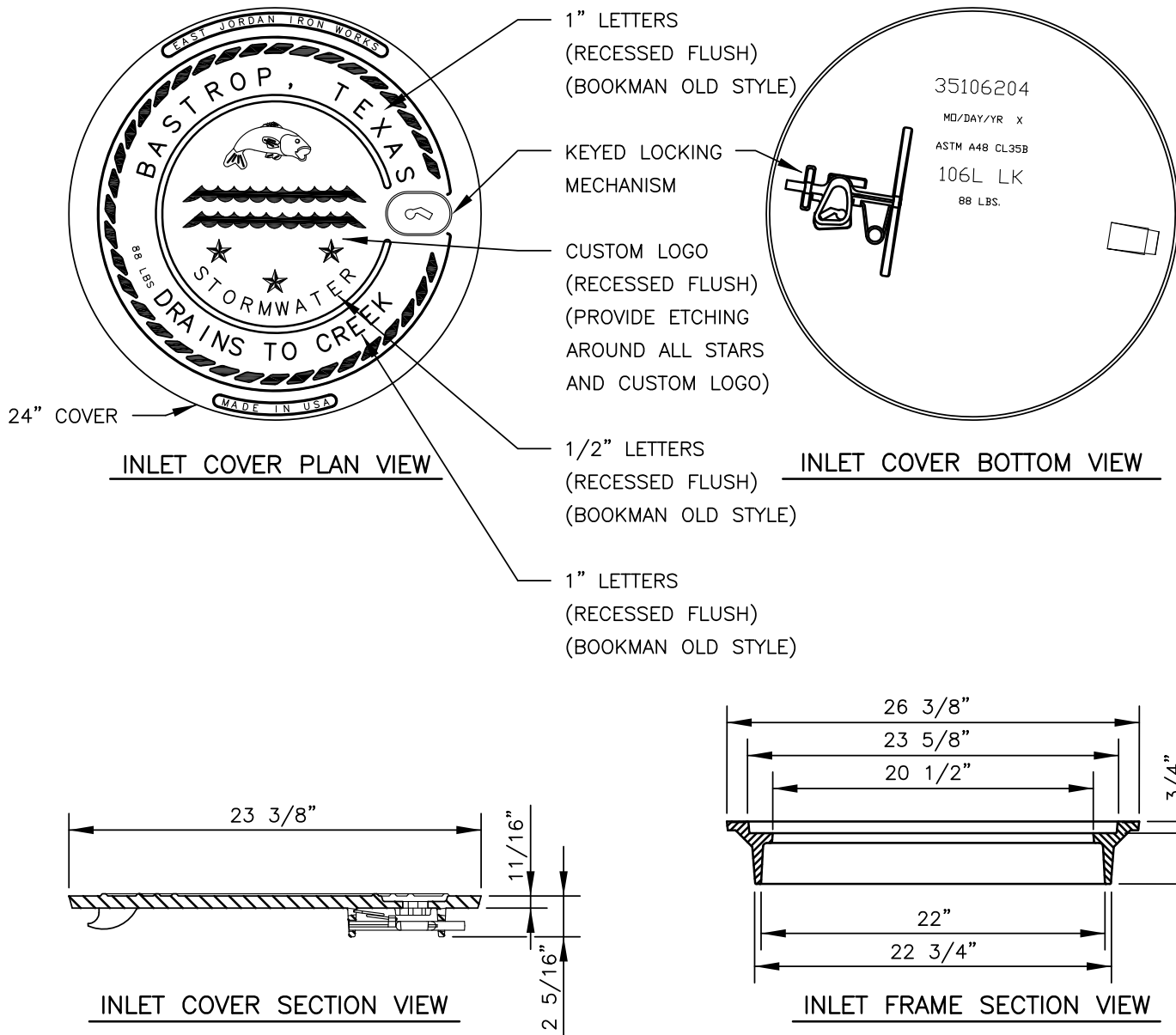
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

NON-BOLTED STORMSEWER MANHOLE COVER AND FRAME DETAIL

DRAWING NO:
DR-06





NOTES:

- COVER AND FRAME SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR DRAINAGE, SEWER, UTILITY AND RELATED CASTINGS: AASHTO DESIGNATION M306-04.
- INLET COVER SHALL BE MODEL NUMBER: 106L LK, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- INLET FRAME SHALL BE MODEL NUMBER: 106L LK, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- INLET COVER AND FRAME ASSEMBLY, IF ORDERED AS A SET, SHALL BE MODEL NUMBER: 106L-4L LK, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- ALL CORNERS AND EDGES SHALL HAVE A 1/16" MINIMUM AND 1/8" MAXIMUM RADIUS.
- INLET COVER WEIGHT SHALL BE 88 LBS. FOR DUCTILE IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF COVER.
- FILLETS SHALL BE 1/4" RADIUS UNLESS OTHERWISE SPECIFIED.
- MANUFACTURER SHALL REMOVE EXCESS IRON AND MACHINE FINISH SEATING SURFACES TO NOTED DIMENSIONS.
- INLET COVER SHALL BE DIPPED IN A WATER-BASED ASPHALTIC COATING, PRIOR TO SHIPMENT FROM FOUNDRY.

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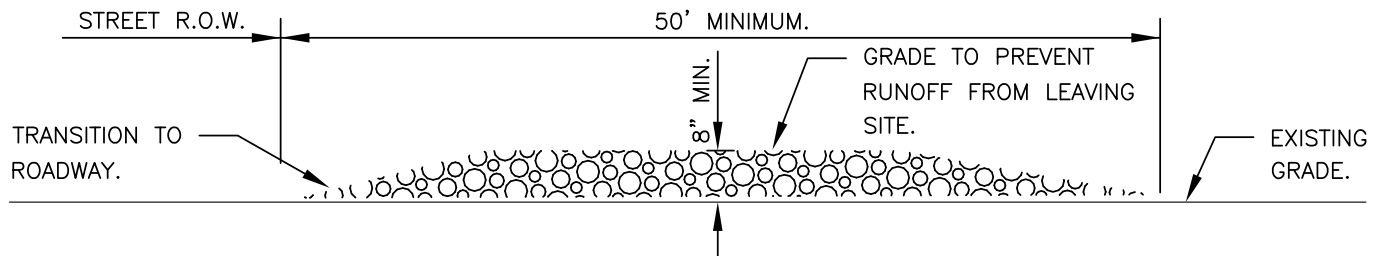
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**STORM SEWER INLET
COVER AND FRAME DETAIL**

**DRAWING NO:
DR-07**





NOTES:

1. A STABILIZED CONSTRUCTION ENTRANCE APPLIES TO ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS TO A PUBLIC RIGHT OF WAY, STREET, ALLEY, SIDEWALK, OR PARKING AREA.
2. STONE SIZE SHALL BE 4" – 8" OPEN GRADED ROCK.
3. THICKNESS OF CRUSHED STONE PAD TO BE NOT LESS THAN 8".
4. LENGTH SHALL BE A MINIMUM OF 50' FROM ACTUAL ROADWAY, AND WIDTH NOT LESS THAN FULL WIDTH OF INGRESS/EGRESS.
5. ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS OF WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS OF WAY MUST BE REMOVED IMMEDIATELY BY CONTRACTOR.

AS NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT OF WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

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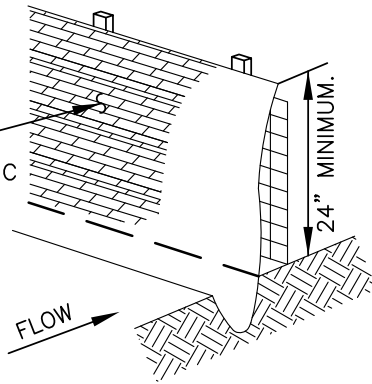
STABILIZED CONSTRUCTION ENTRANCE DETAIL

DRAWING NO:
EC-01



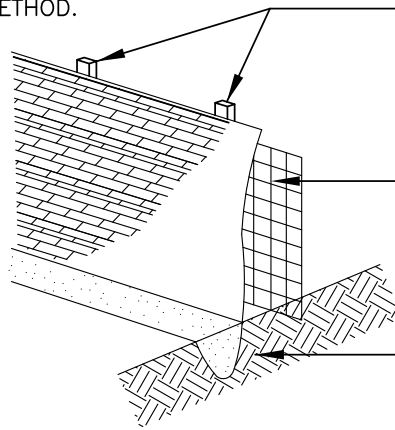
RECOMMENDED TOE-IN METHOD.

NON-WOVEN
GEOTEXTILE FABRIC
SILT FENCE.

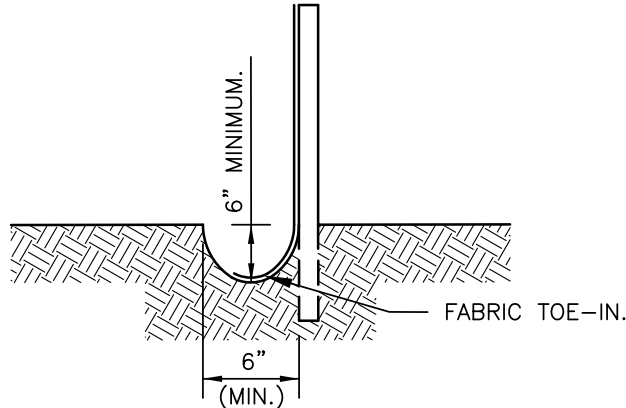


STEEL FENCE POSTS.
(MAXIMUM 6' SPACING)

WOVEN WIRE SUPPORT.
(12-1/2 GAUGE
NET BACKING)



TRENCH. (BACKFILLED)



TRENCH CROSS-SECTION

NOTES:

1. SILT FENCE SHALL CONFORM TO CITY OF BASTROP SPECIFICATION 642.
2. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MIN. OF ONE (1') FOOT.
3. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SILT FENCE SHALL BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS SECURELY FASTENED TO THE STEEL FENCE POSTS.
6. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
7. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

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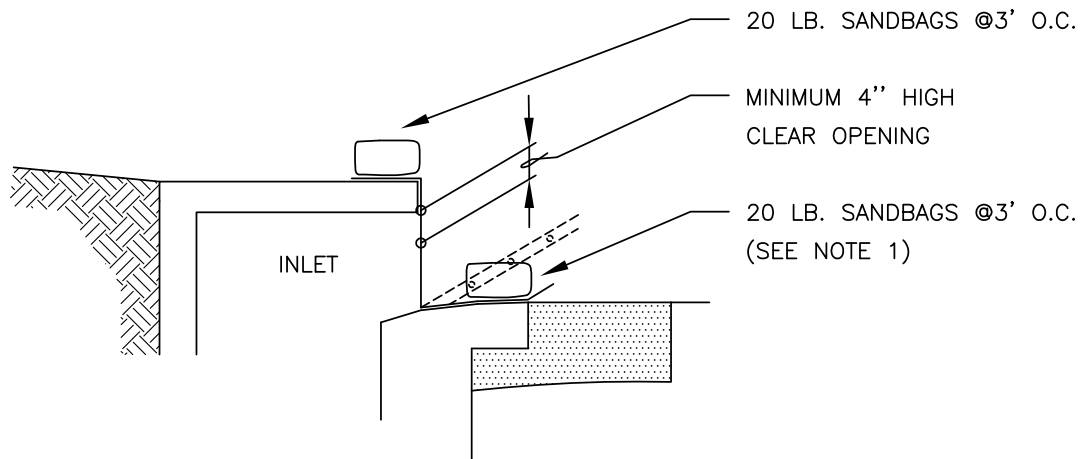
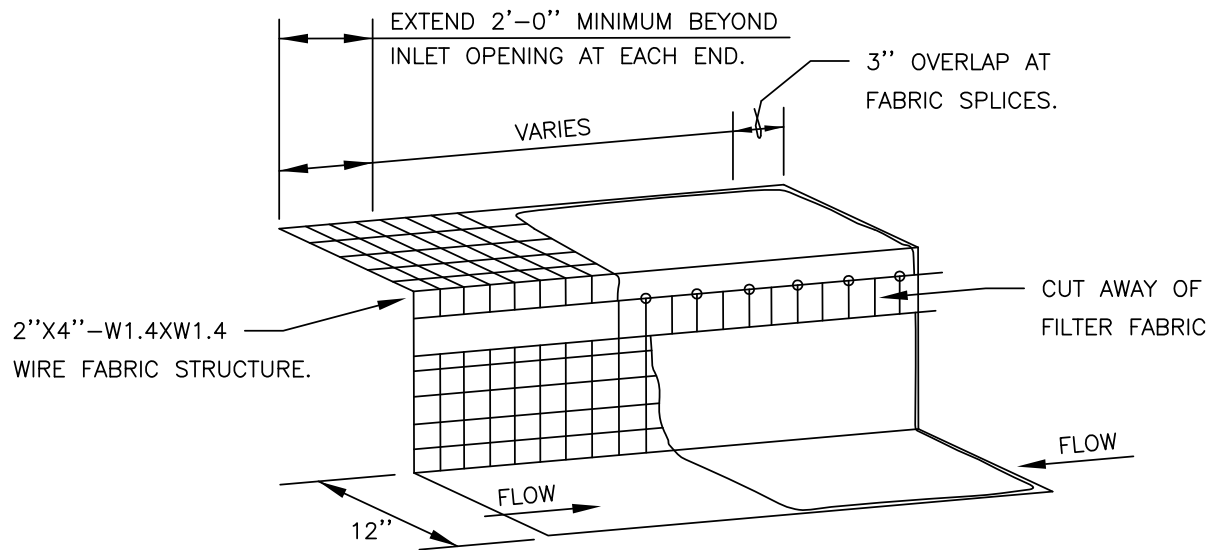
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

SILT FENCE DETAIL

DRAWING NO:
EC-02





NOTES:

1. WHERE MINIMUM CLEARANCES CAUSE TRAFFIC TO DRIVE IN THE GUTTER, THE CONTRACTOR MAY SUBSTITUTE A 1" X 4" BOARD SECURED WITH CONCRETE NAILS 3' O.C. NAILED INTO THE GUTTER IN LIEU OF SANDBAGS TO HOLD THE FILTER DIKE IN PLACE. UPON REMOVAL, CLEAN ANY DIRT/DEBRIS FROM NAILING LOCATIONS, APPLY CHEMICAL SANDING AGENT AND APPLY NON-SHRINK GROUT FLUSH WITH SURFACE OF GUTTER.
2. A SECTION OF FILTER FABRIC SHALL BE REMOVED AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. FABRIC MUST BE SECURED TO WIRE BACKING WITH CLIPS OR HOG RINGS AT THIS LOCATION.
3. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 2".
4. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY REMOVE THE INLET PROTECTIONS IF THE STORM-WATER BEGINS TO OVERTOP THE CURB.
5. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

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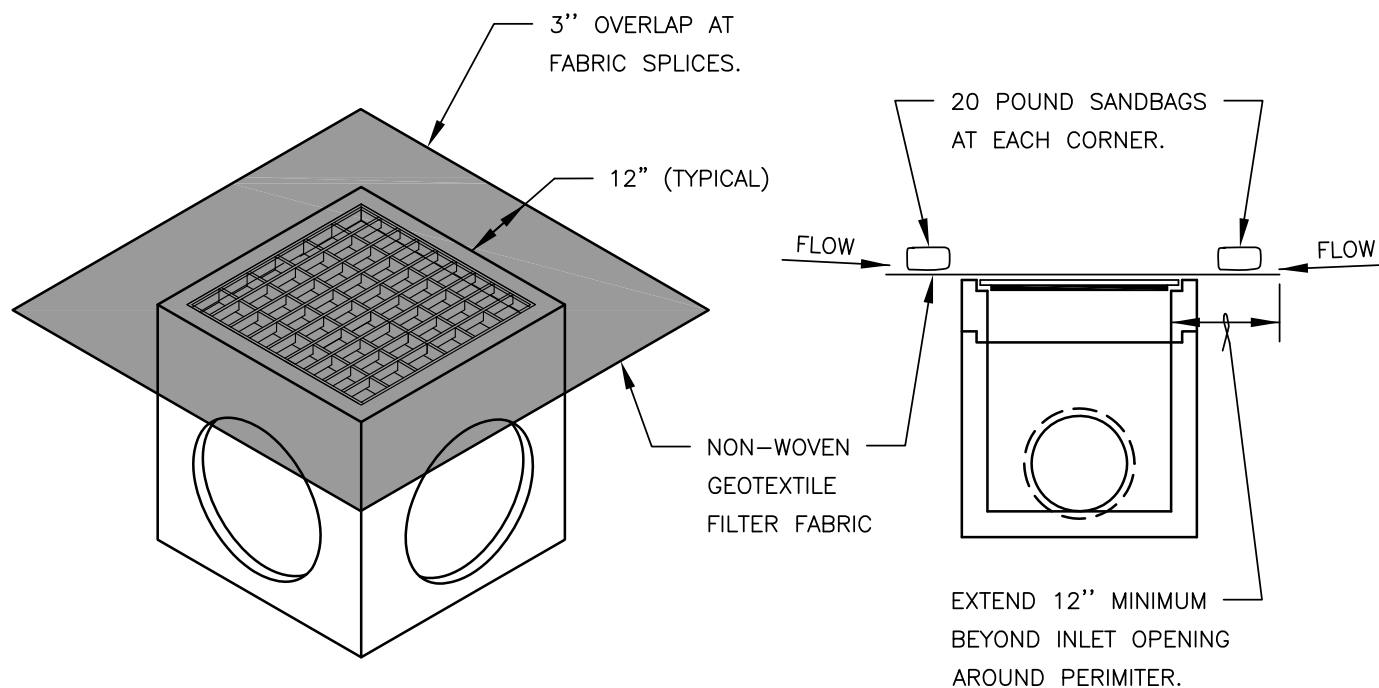
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

CURB INLET PROTECTION DETAIL

DRAWING NO:
EC-03





NOTES:

1. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 2".
2. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY CLEAN THE INLET PROTECTION IF EXCESSIVE PONDING OCCURS.
3. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

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THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

AREA INLET PROTECTION DETAIL

DRAWING NO:

EC-04



1. ALL TREES NOT LOCATED WITHIN THE LIMITS OF CONSTRUCTION AND OUTSIDE OF DISTURBED AREAS SHALL BE PRESERVED. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL TREES TO BE PRESERVED FROM HIS ACTIVITIES.
2. ALL TREES SHOWN TO BE RETAINED WITHIN THE LIMITS OF CONSTRUCTION ON THE PLANS, SHALL BE PROTECTED DURING CONSTRUCTION WITH FENCING. **SEE: TREE PROTECTION TREE WELLS (EC-06), TREE PROTECTION TREE LOCATION (EC-07) AND TREE PROTECTION FENCE-CHAIN LINK (EC-08).**
3. TREE PROTECTION FENCES SHALL BE ERECTED ACCORDING TO CITY STANDARDS FOR TREE PROTECTION, INCLUDING TYPES OF FENCING AND SIGNAGE.
4. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR GRADING) AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
5. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIPLINES.
6. FENCES SHALL COMPLETELY SURROUND THE TREE OR CLUSTERS OF TREES, LOCATED AT THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIPLINE) AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
 - A) SOIL COMPACTION IN DRIPLINE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIAL.
 - B) DRIPLINE DISTURBANCES DUE TO GRADE CHANGES OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE FORESTRY MANAGER.
 - C) WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT
 - D) OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CONCRETE TRUCK CLEANING, AND FIRES.
7. EXCEPTIONS TO INSTALLING TREE FENCES AT THE TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - A) WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, OR TREE WELL;
 - B) WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
 - C) WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING.
 - D) WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT THE FORESTRY MANAGER TO DISCUSS ALTERNATIVES.
8. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE THAT IS CLOSER THAN 5 FEET TO A TREE TRUNK, THE TRUNK SHALL BE PROTECTED BY STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
9. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES UNDER THE DRIPLINE. THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.
10. ALL GRADING WITHIN DRIPLINE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA.
11. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL AND BACKFILLED WITH GOOD QUALITY TOP SOIL WITHIN TWO DAYS. IF EXPOSED ROOT AREAS CANNOT BE BACKFILLED WITHIN 2 DAYS, AN ORGANIC MATERIAL WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION SHALL BE PLACED TO COVER THE ROOTS UNTIL BACKFILL CAN OCCUR.
12. PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINES, A CLEAN CUT SHALL BE MADE WITH A ROCK SAW OR SIMILAR EQUIPMENT, IN A LOCATION AND TO A DEPTH APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT, TO MINIMIZE DAMAGE TO REMAINING ROOTS.
13. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES WILL BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS ARE TO BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON LEAVES.
14. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, A PLASTIC VAPOR BARRIER SHALL BE PLACED BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE ROOT ZONE.
15. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
16. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN FOUR (4) INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE. NO TOPSOIL IS PERMITTED ON ROOT FLARES OF ANY TREE.
17. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND CONSTRUCTION EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS. ALL PRUNING MUST BE DONE ACCORDING TO CITY STANDARDS AND AS OUTLINED IN LITERATURE PROVIDED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA PRUNING TECHNIQUES).
18. ALL OAK TREE CUTS, INTENTIONAL OR UNINTENTIONAL, SHALL BE SEALED WITH AN APPROVED PRUNING SEALER IMMEDIATELY (WITHIN 10 MINUTES). TREE PAINT MUST BE KEPT ON SITE AT ALL TIMES.
19. THE CITY INSPECTOR HAS THE AUTHORITY TO REQUIRE ADDITIONAL TREE PROTECTION BEFORE OR DURING CONSTRUCTION.
20. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
21. DEVIATIONS FROM THE ABOVE REQUIREMENTS AND NEGLIGENT DAMAGE TO TREES MAY BE CONSIDERED AS ORDINANCE VIOLATIONS.

FOR QUESTIONS CONCERNING THIS DETAIL, PLEASE
CONTACT THE DIRECTOR OF PLANNING AND DEVELOPMENT.

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DATE**

THE ARCHITECT/ENGINEER ASSUMES
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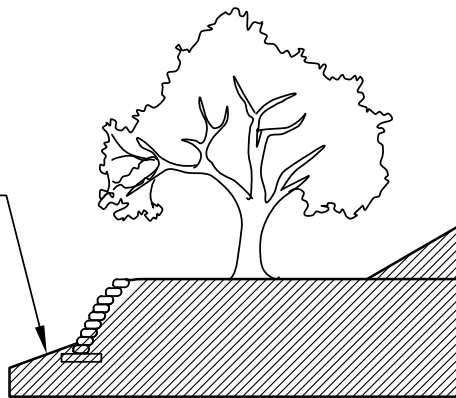
CITY OF BASTROP

TREE PROTECTION NOTES

DRAWING NO:
EC-05

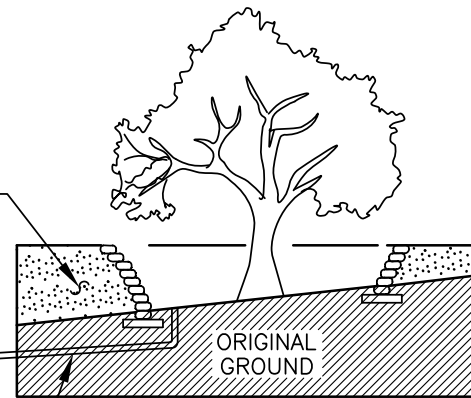


PROPOSED CUT
AND FILL SLOPE.



PERMANENT PROTECTIVE WALL

FILL



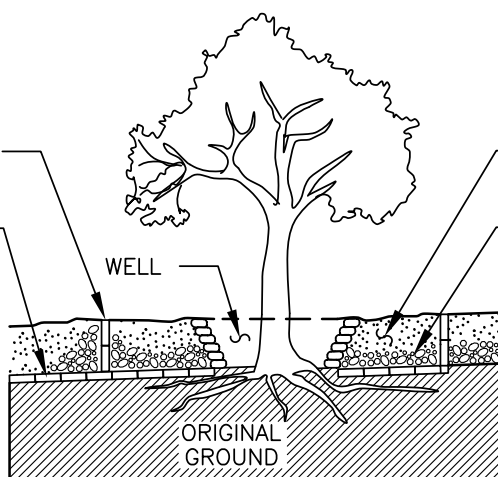
ORIGINAL
GROUND

OPEN TREE WELL

PROVIDE DRAIN AS NECESSARY TO
PREVENT WATER PONDING AFTER A
RAINFALL EVENT CEASES.

VERTICAL TILES. (TYPICAL)

DRAIN TILES. (TYPICAL)

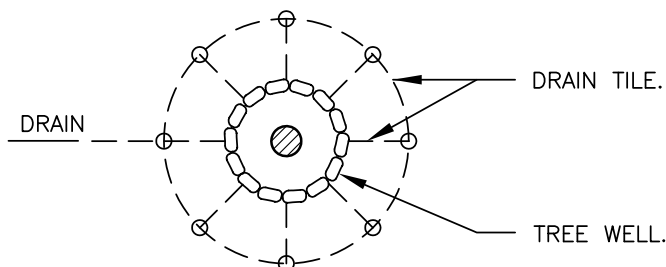


WELL

ORIGINAL
GROUND

FILL (TYPICAL)

LOOSE STONE. (TYPICAL)



DRAIN

DRAIN TILE.

TREE WELL.

TREE WELL WITH RAISED GRADE

NOTE:

LOCATION, TYPE, DEPTHS AND CONSTRUCTION SPECIFICATIONS OF FILL, DRAINS AND WALLS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

FOR QUESTIONS CONCERNING THIS DETAIL,
PLEASE CONTACT THE CITY ENGINEER.

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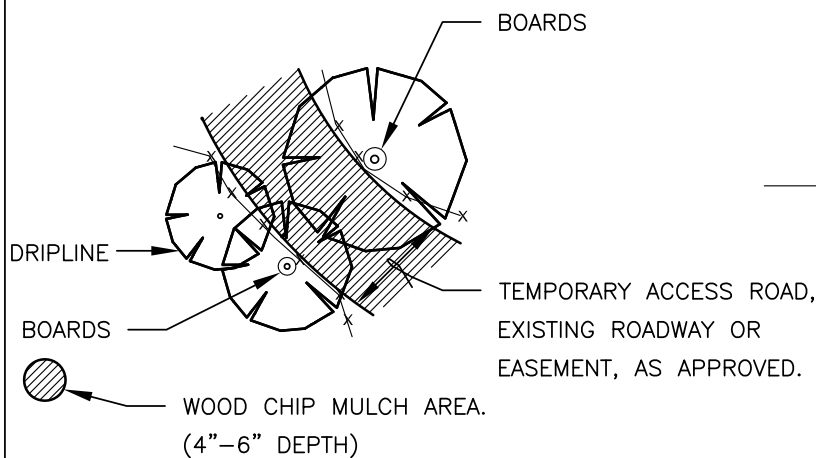
CITY OF BASTROP

TREE PROTECTION TREE WELLS

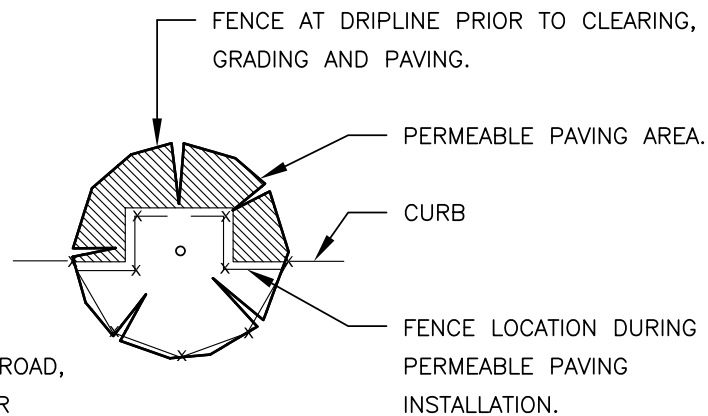
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EC-06

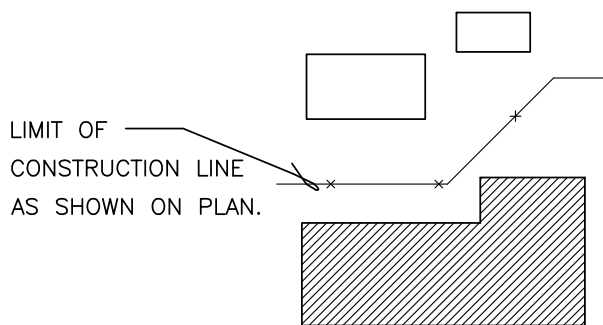




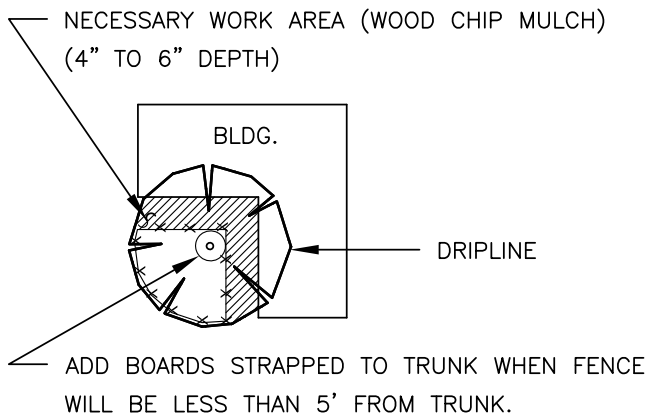
LINEAR CONSTRUCTION THROUGH TREES



TREES IN PAVING AREA



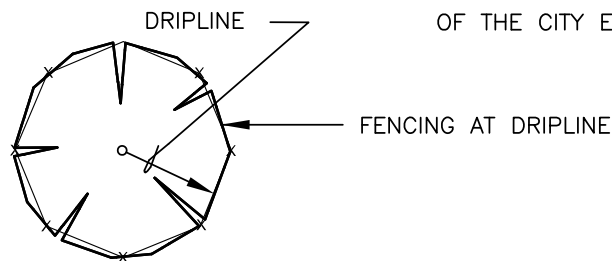
NATURAL AREAS



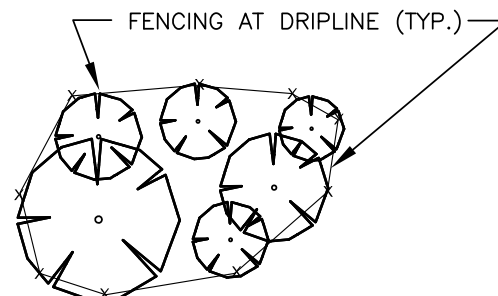
TREES NEAR CONSTRUCTION ACTIVITY

NOTE:

LIMITS OF MULCH AREAS AND DISTANCE FROM TRUNKS TO WORK/ PERMEABLE PAVING AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.



INDIVIDUAL TREE



GROUP OF TREES

FOR QUESTIONS CONCERNING THIS DETAIL,
PLEASE CONTACT THE CITY ENGINEER.

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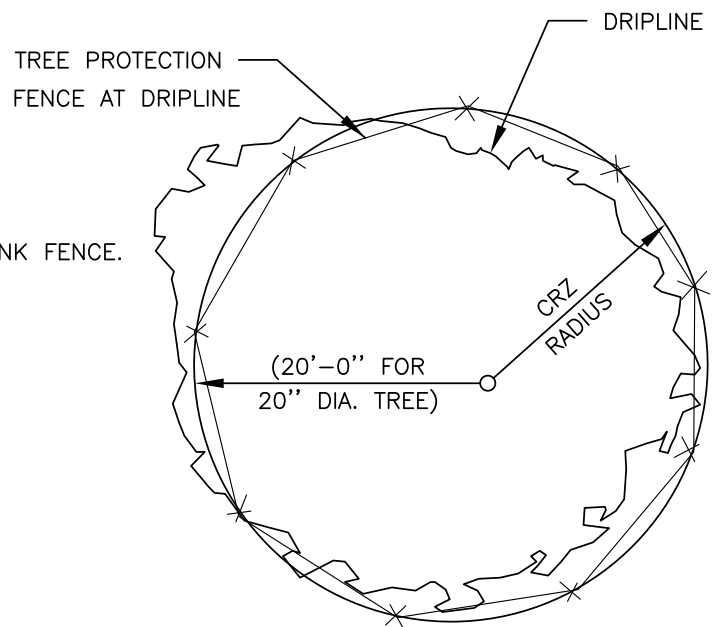
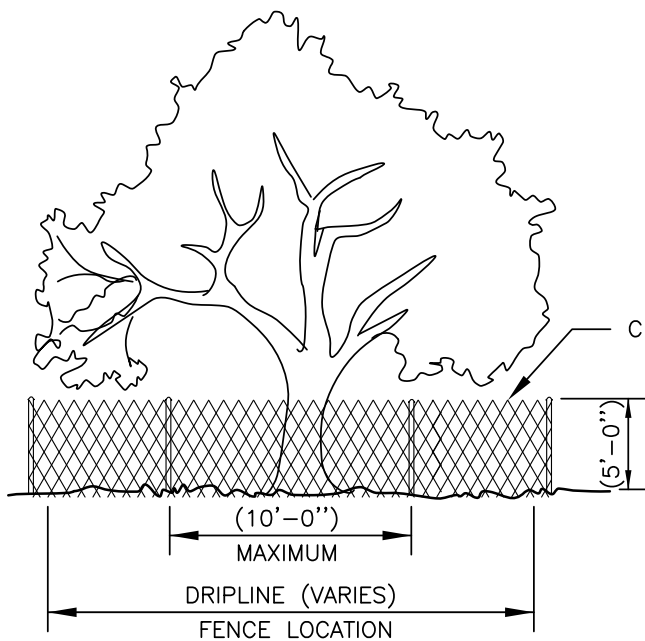
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

TREE PROTECTION FENCE LOCATIONS

DRAWING NO:
EC-07

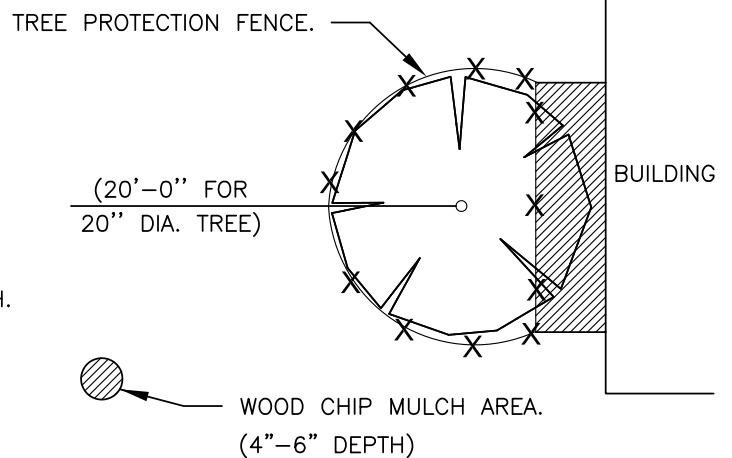
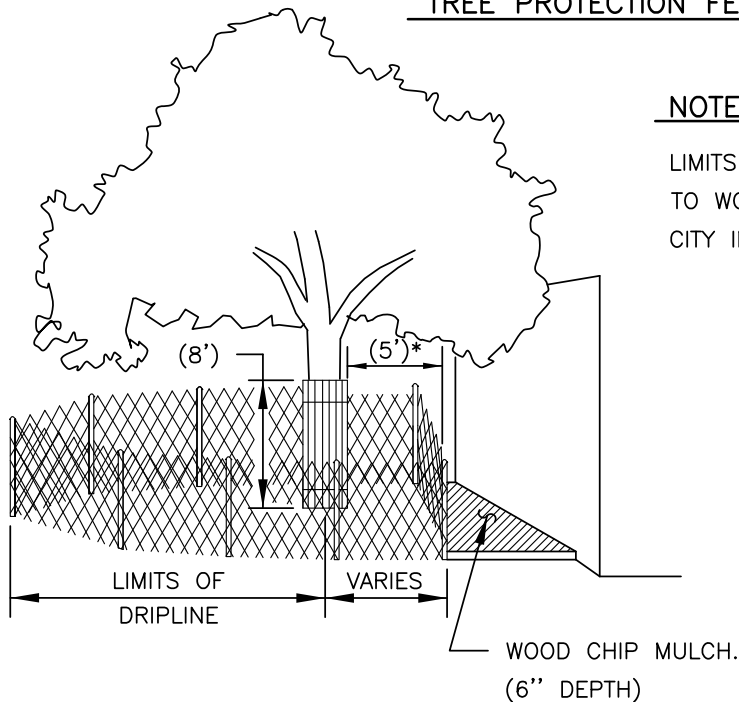




TREE PROTECTION FENCE – CHAIN LINK

NOTE:

LIMITS OF WOOD CHIP MULCH AREA AND DISTANCE FROM TRUNK TO WORK AREA SHALL BE SUBJECT TO THE APPROVAL OF THE CITY INSPECTOR.



*AS NEEDED TO PROVIDE NECESSARY WORK SPACE.
IF LESS THAN 5', THEN ADD BOARDS STRAPPED TO TRUNK.

TREE PROTECTION FENCE (MODIFIED) – CHAIN LINK

FOR QUESTIONS CONCERNING THIS DETAIL,
PLEASE CONTACT THE CITY ENGINEER.

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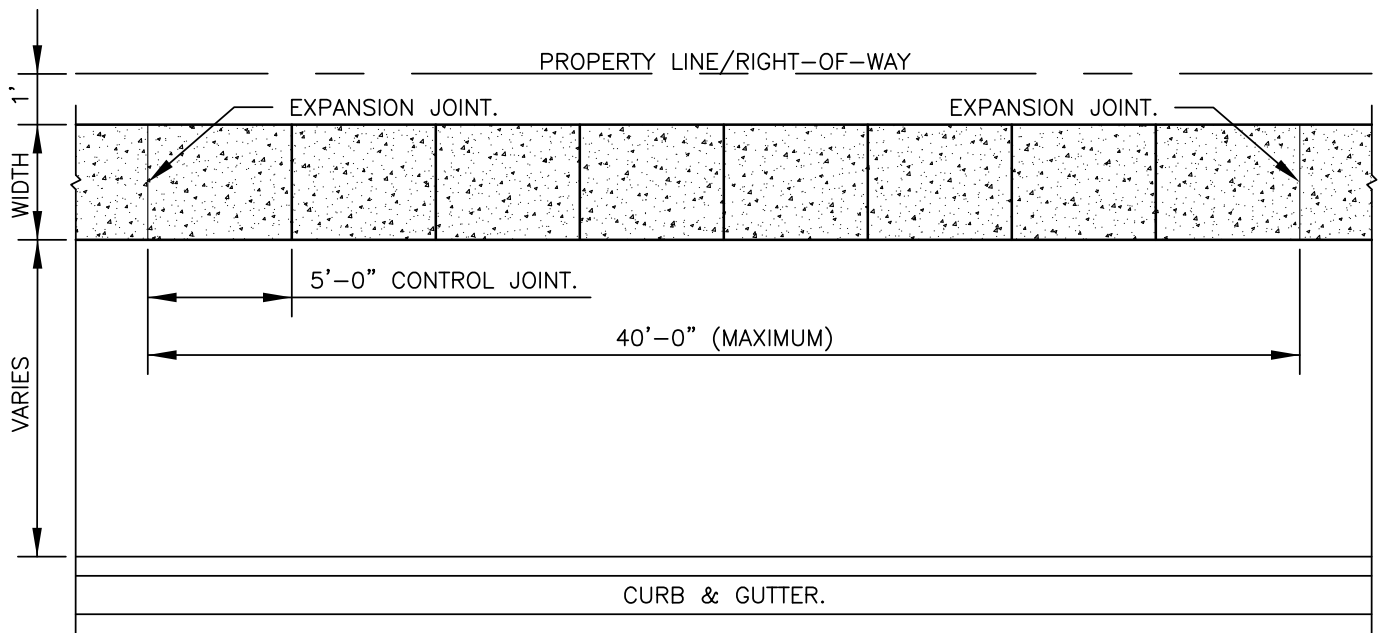
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
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CITY OF BASTROP

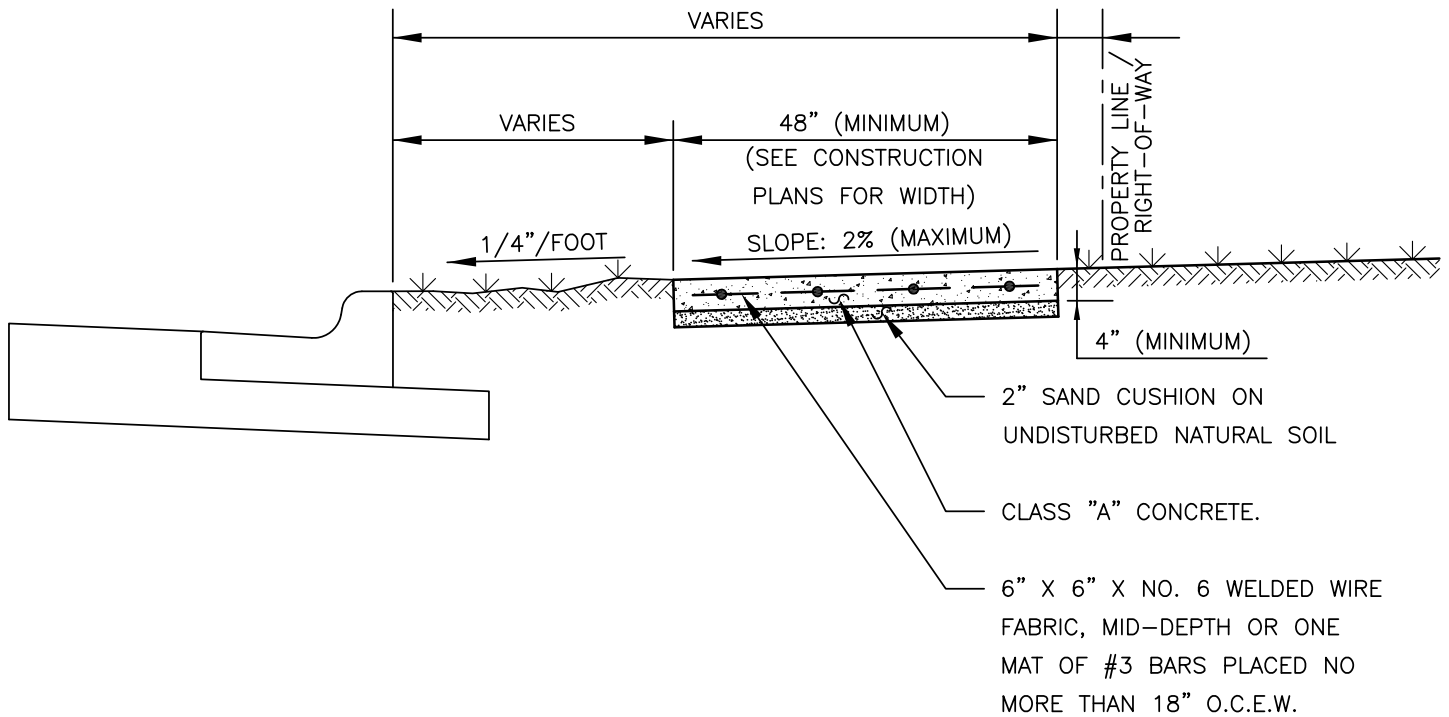
TREE PROTECTION FENCE-CHAIN LINK

DRAWING NO:
EC-08





PLAN



SECTION

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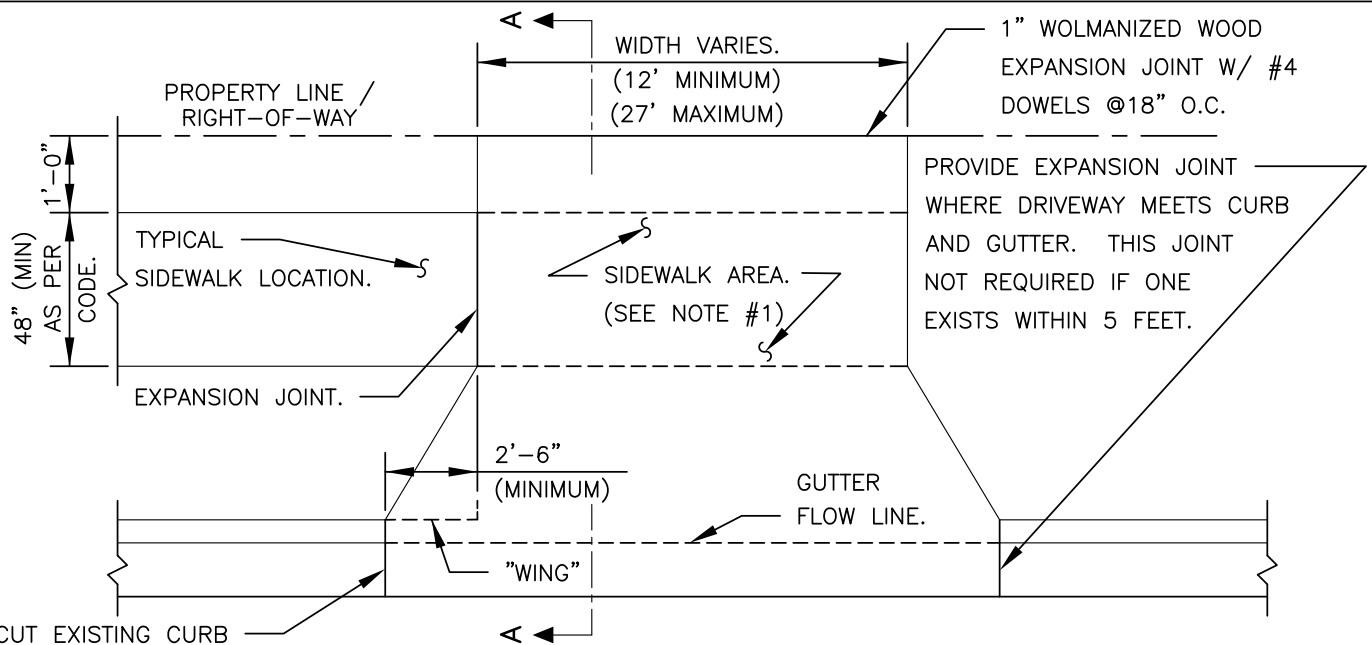
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

SIDEWALK DETAIL

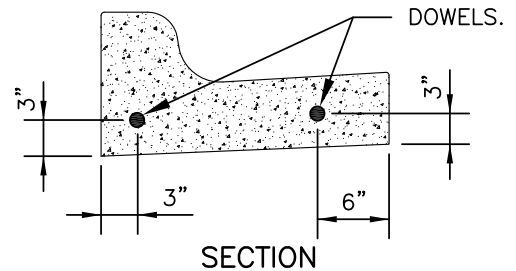
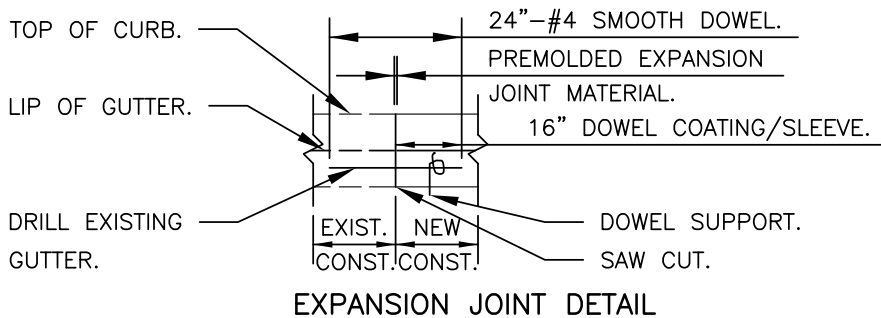
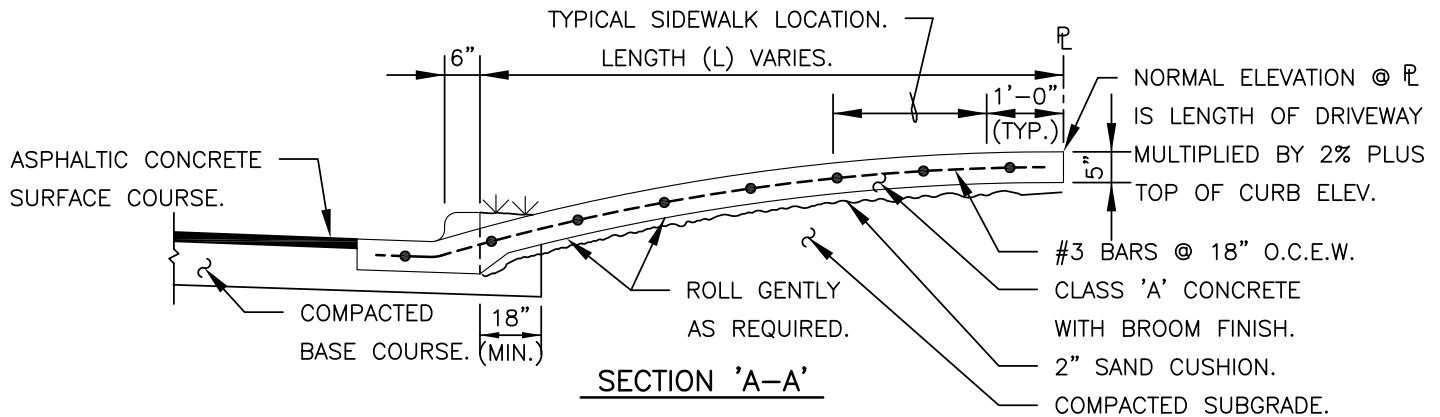
DRAWING NO:
ST-01





AND GUTTER SECTION AT PROPOSED DRIVEWAY. IF NEAREST EXPANSION JOINT IS 5 FEET OR LESS FROM DRIVEWAY WING, EXISTING CURB AND GUTTER SECTION SHALL BE REMOVED AND REPLACED TO THE NEAREST EXPANSION JOINT.

PLAN



NOTE:

1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 2%.

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MAY 24, 2011
DATE

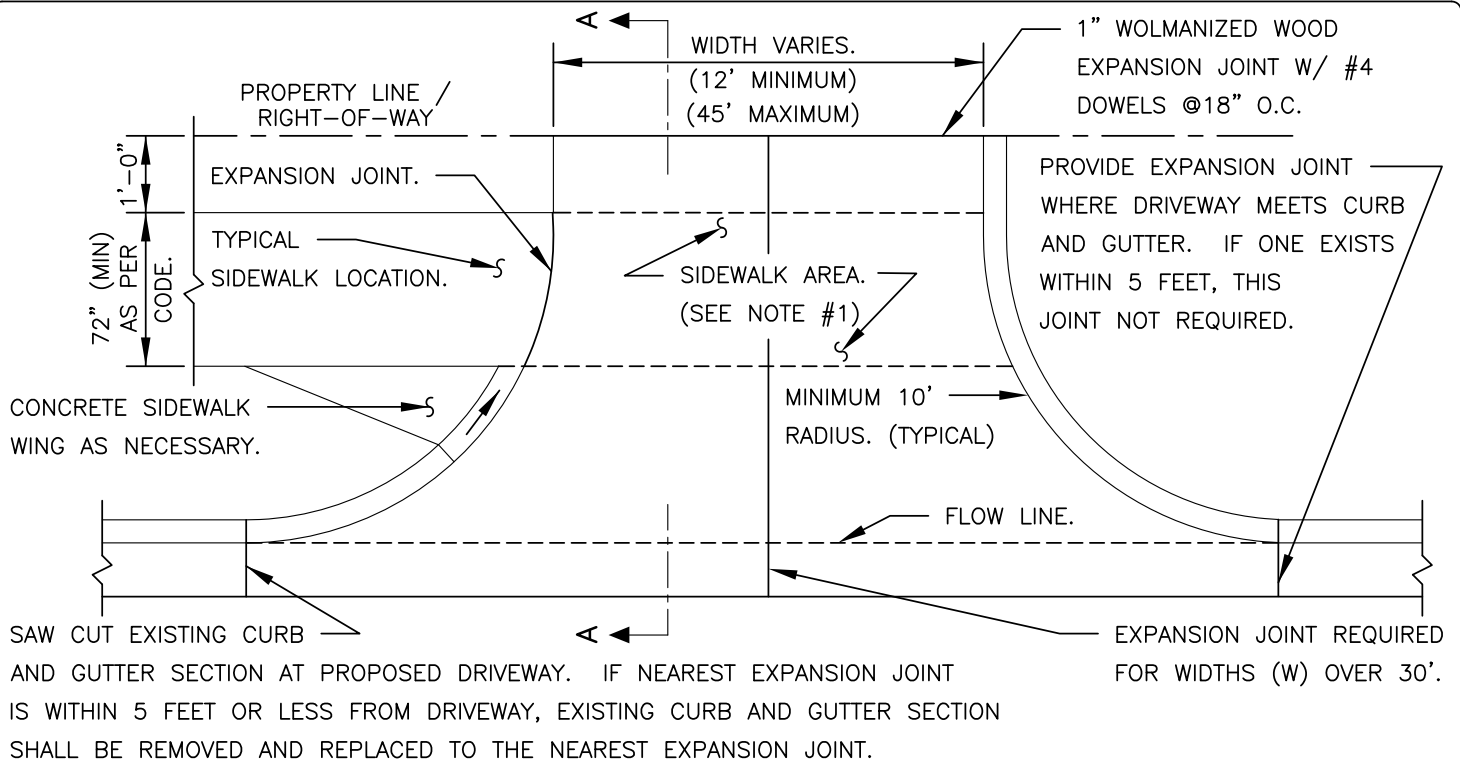
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

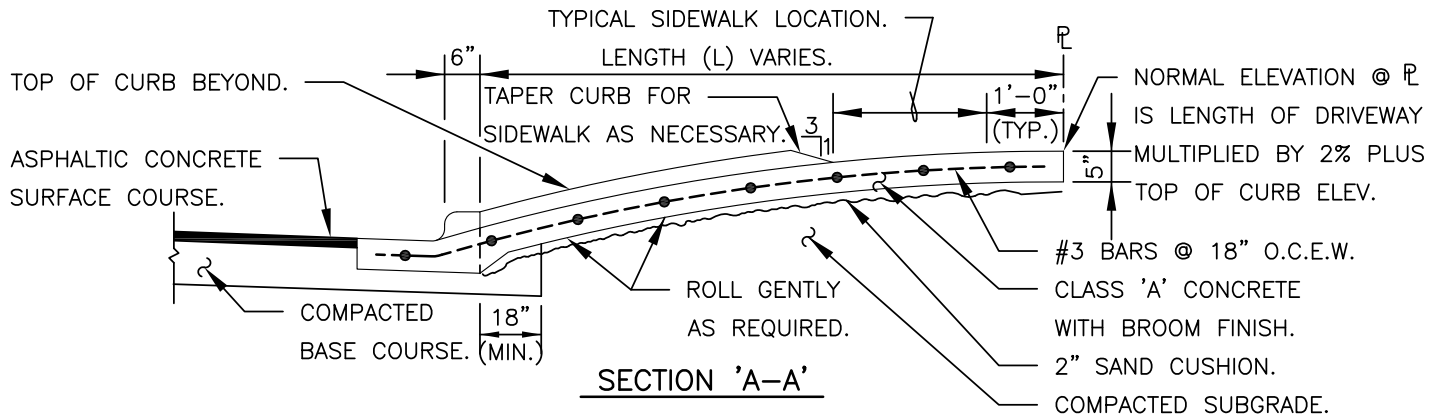
CONCRETE DRIVEWAY DETAIL (RESIDENTIAL)

DRAWING NO:
ST-02

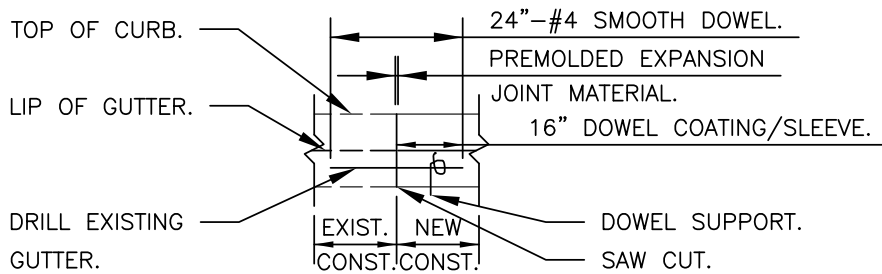




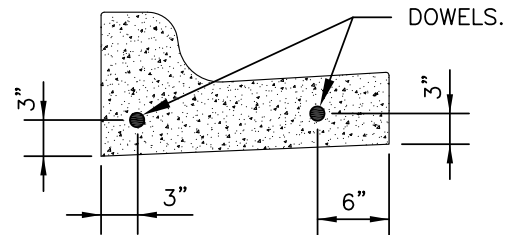
PLAN



SECTION 'A-A'



EXPANSION JOINT DETAIL



SECTION

NOTE:

1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 2%.

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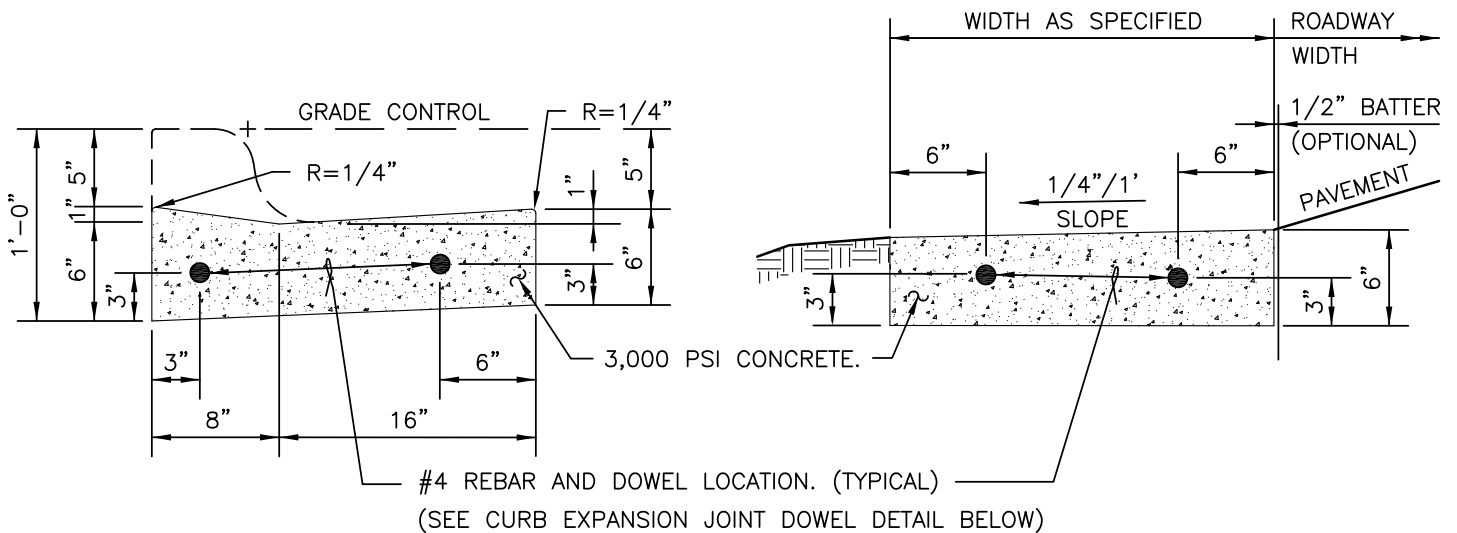
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**CONCRETE DRIVEWAY DETAIL
(COMMERCIAL OR MULTI-FAMILY)**

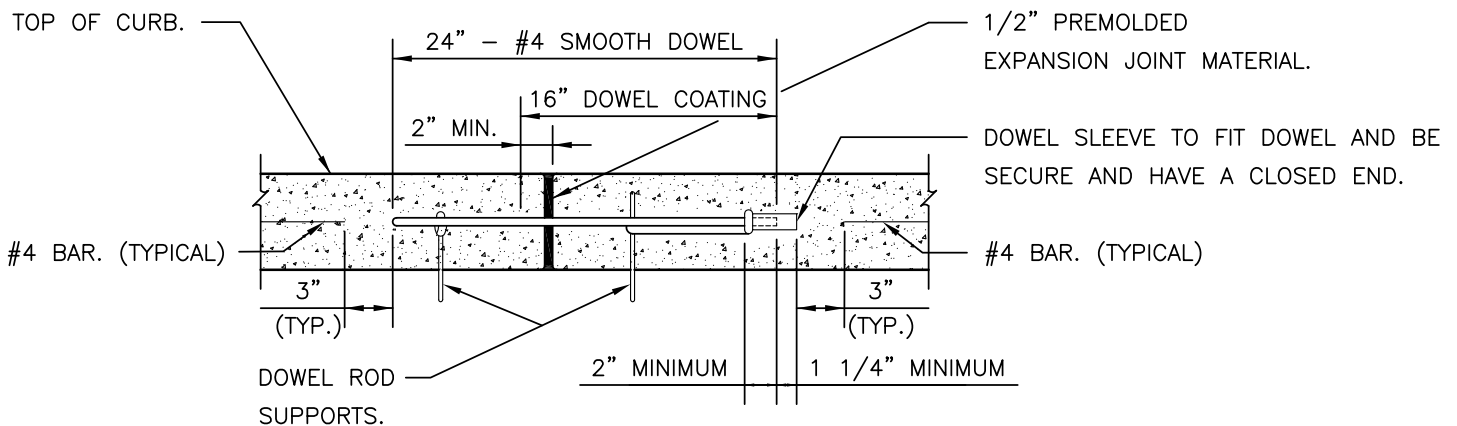
DRAWING NO:
ST-03





LAY DOWN CURB

RIBBON CURB



CURB EXPANSION JOINT DOWEL DETAIL

NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0".
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

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RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

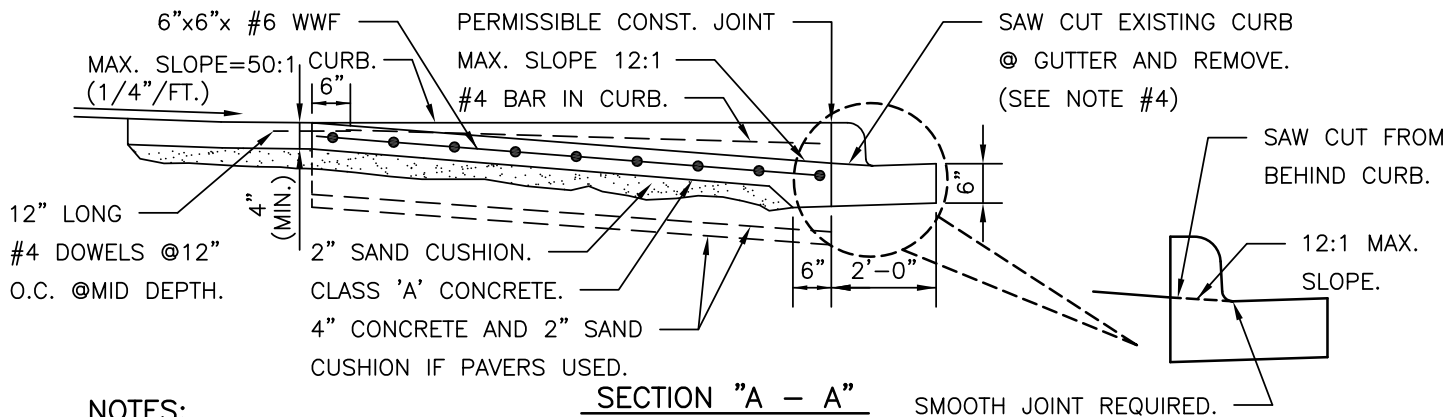
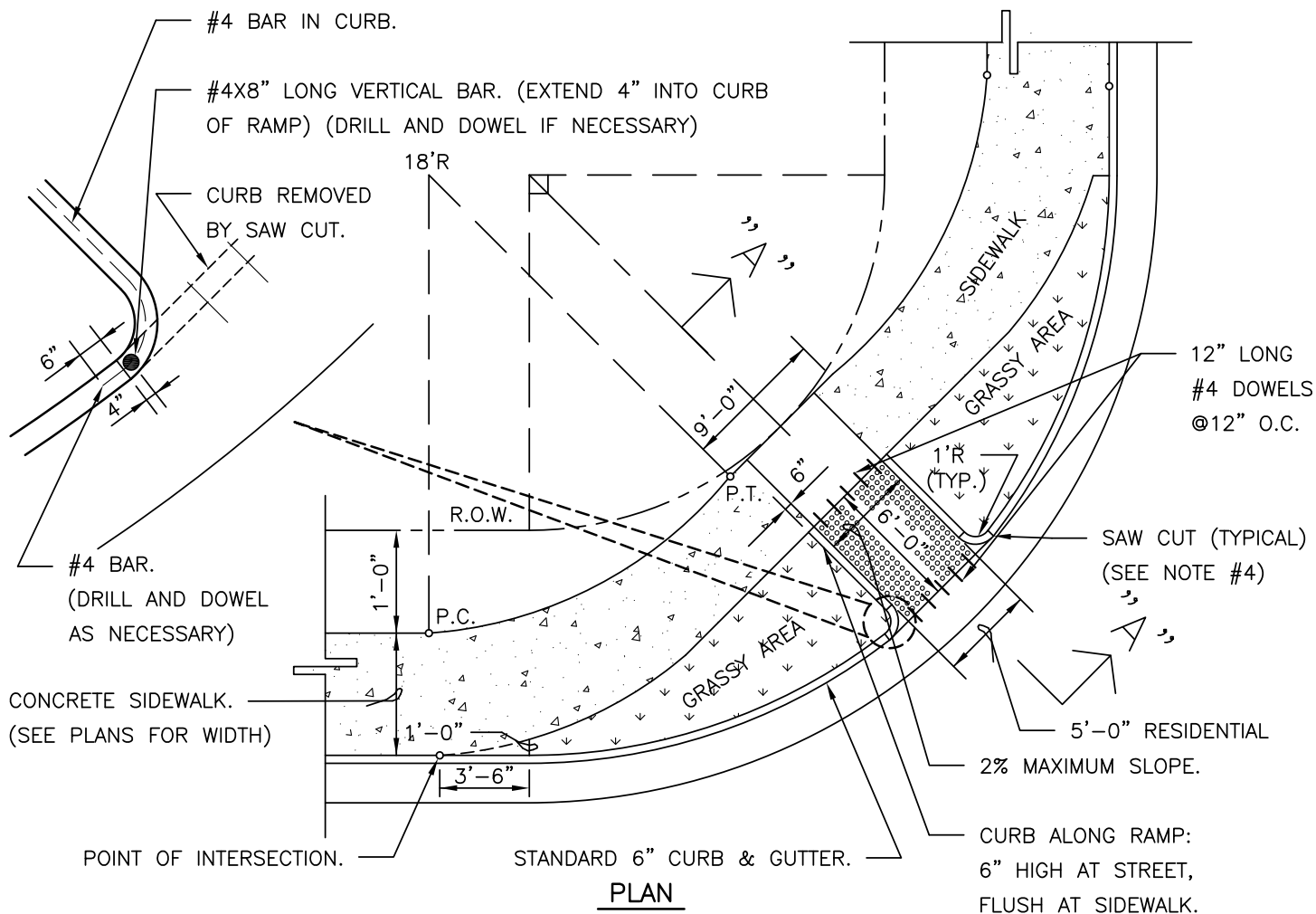
CITY OF BASTROP

LAYDOWN AND RIBBON CURB DETAIL
(WITH CURB EXPANSION
JOINT DOWEL DETAIL)

DRAWING NO:
ST-04







NOTES:

1. SIDEWALKS SHALL BE A MINIMUM OF 4'-0" WIDE IN RESIDENTIAL AREAS AND 6'-0" WIDE IN COMMERCIAL AREAS.
2. THE RAMP SHALL HAVE A DETECTABLE WARNING AND CONTRASTING COLORED SURFACE. THE RAMP SHALL BE STAMPED AND DYED CONCRETE OR APPROVED EQUAL.
3. THE POSITION OF THE RAMP MAY BE ALTERED IN THE FIELD BY THE DESIGN ENGINEER, BUT ONLY WITH THE APPROVAL OF THE CITY INSPECTOR.
4. SAW CUTTING IS APPLICABLE FOR INSTALLATION WHERE THE CURB LAYDOWN FOR THE RAMP IS NOT PROVIDED.
5. THE SIDEWALK PEDESTRIAN RAMP SHALL MEET ALL APPLICABLE A.D.A. REQUIREMENTS.

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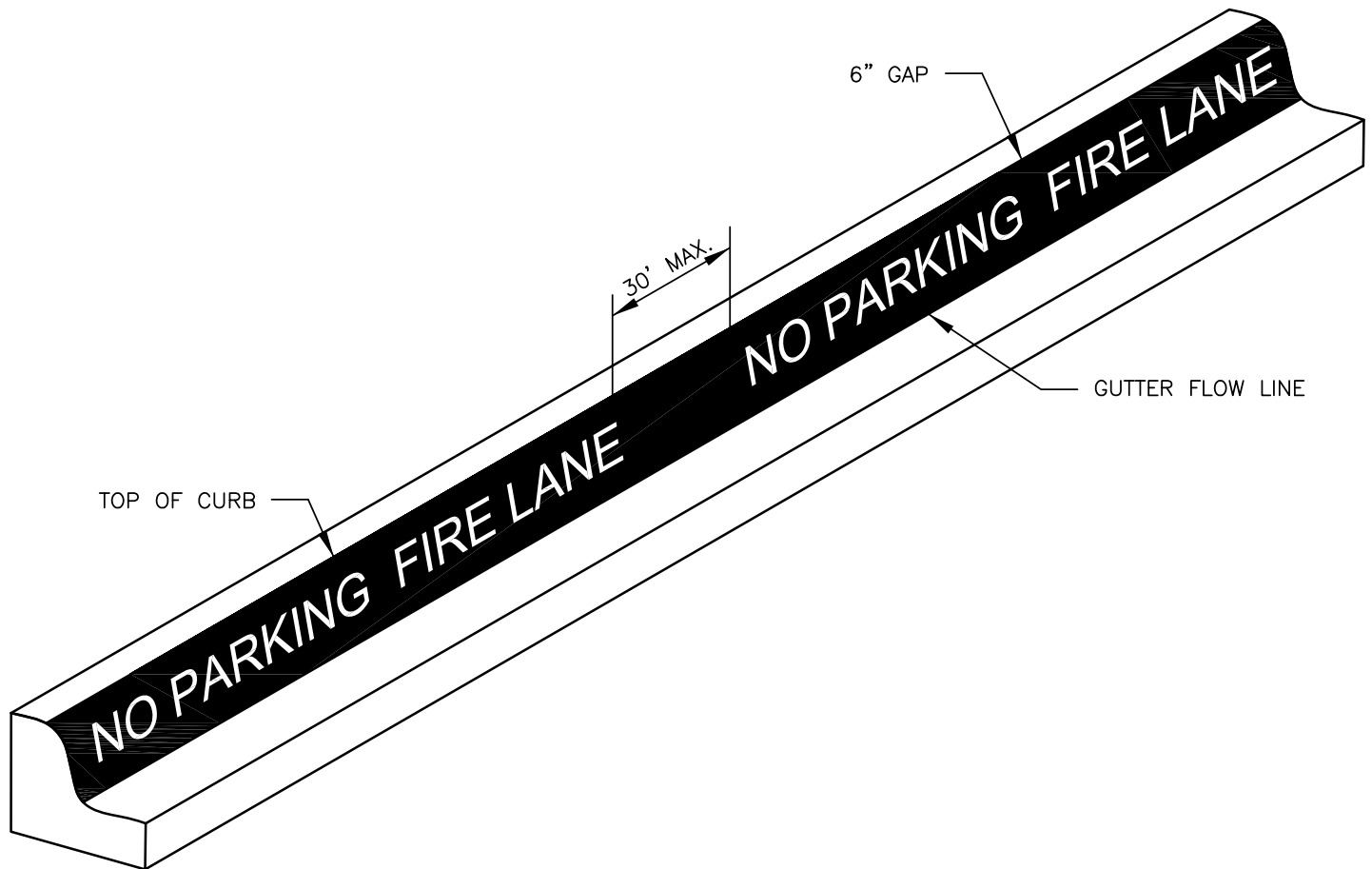
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

**SIDEWALK PEDESTRIAN RAMP DETAIL
(TYPE 2)**

DRAWING NO:
ST-08





NOTES:

FIRE LANE STRIPING TO BE 6" WIDE RED PAINT WITH "NO PARKING FIRE LANE" IN 4" TALL WHITE LETTERS. WORDING MAY NOT BE SPACED GREATER THAN 30' APART. STRIPING TO BE PAINTED ON THE FACE OF CURB WHEN PRESENT AND PAINTED FLAT ON THE PARKING SURFACE WHEN IT IS NOT.

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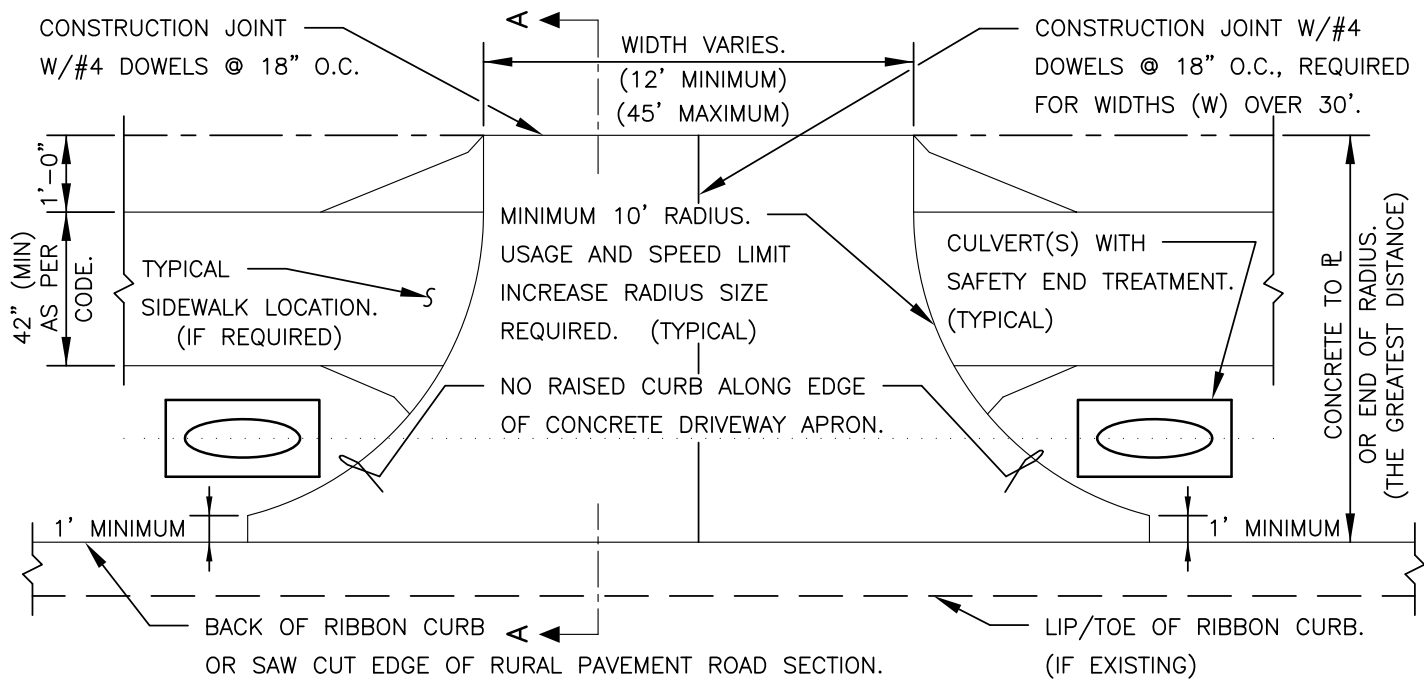
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

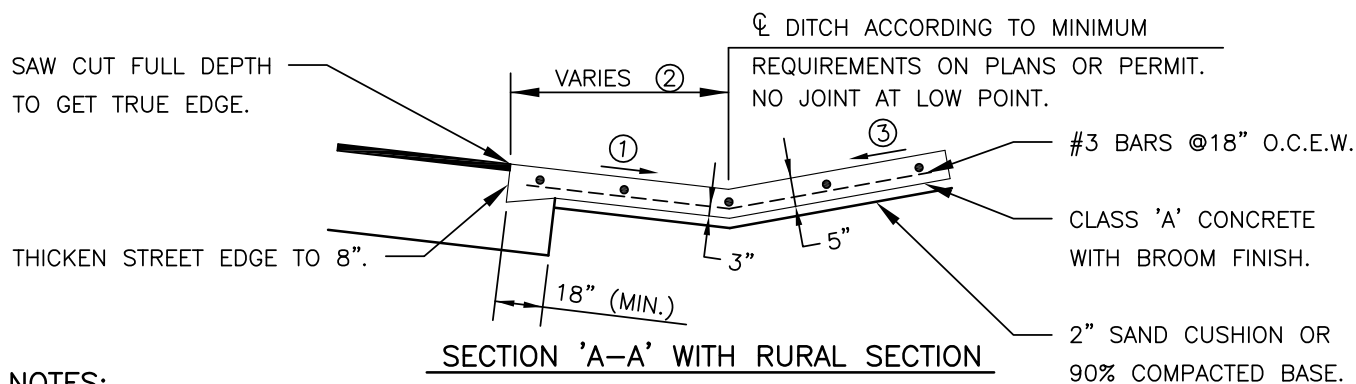
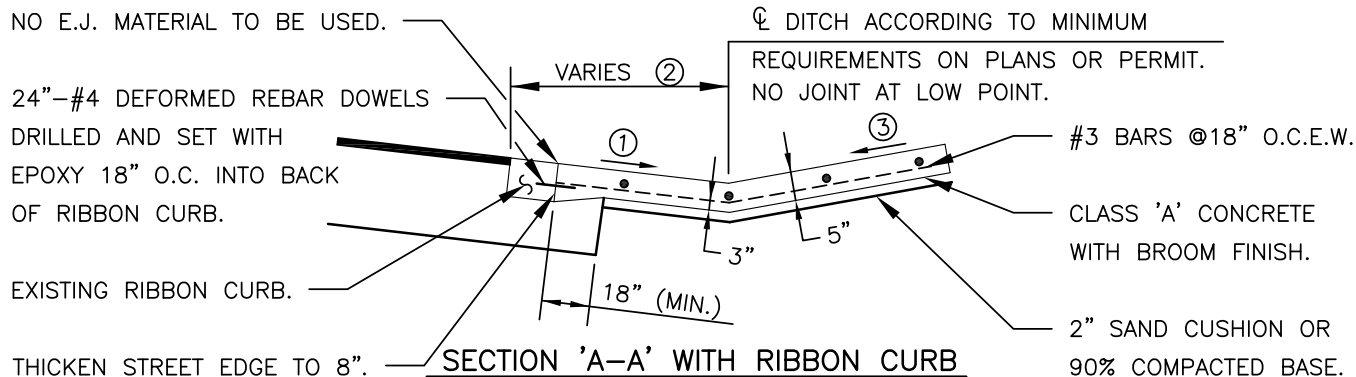
FIRE LANE MARKING DETAIL

DRAWING NO:
ST-13





PLAN



NOTES:

- ① NEW DRIVEWAY MUST ACCEPT STORM WATER RUNOFF FROM ROADWAY PAVEMENT, GRADING AWAY FROM PAVEMENT AT MINIMUM -2%, MAXIMUM -12%.
- ② GRADE BACK DISTANCES MUST BE AT A MINIMUM OF 12' OR CL OF BAR DITCH IF GREATER THAN 12' OR TO THE DISTANCE REQUIRED IN THE ACCEPTED CONSTRUCTION PLANS. (SHORTER OR LONGER)
- ③ GRADE OF DRIVEWAY PAST THE 12' POINT MAY CHANGE MULTIPLE TIMES AND BE POSITIVE OR NEGATIVE TO THE BACK SIDE OF THE APRON, BUT CAN BE NO GREATER THAN 2% IN THE AREA WHERE THE SIDEWALK IS TO CROSS.

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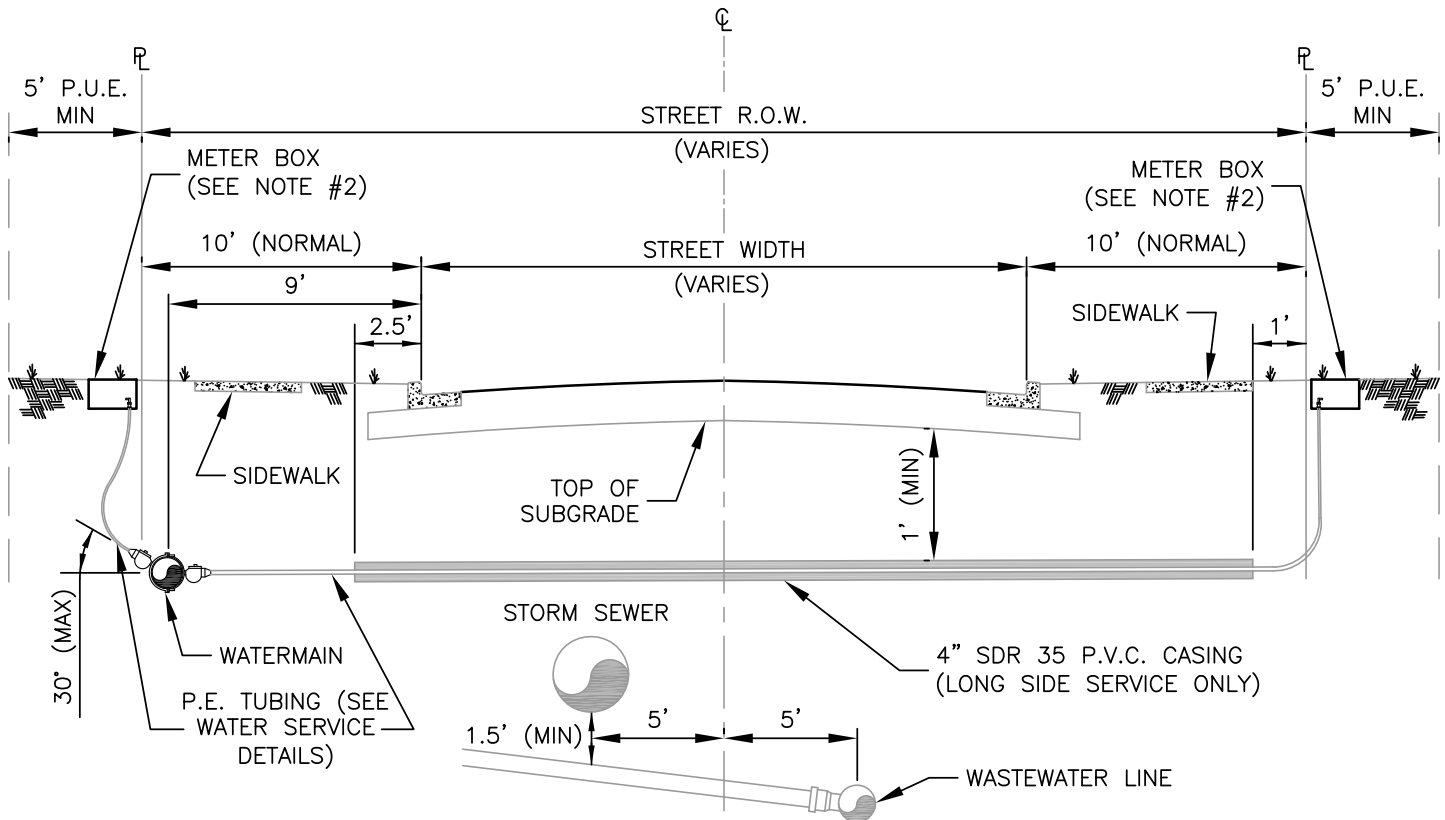
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

CONCRETE DRIVEWAY DETAIL (RIBBON CURB OR RURAL SECTION)

DRAWING NO:
ST-14





NOTES:

1. REFER TO STANDARD DETAILS WT-02, WT-03 OR WT-04 FOR SERVICE SPECIFICS.
2. METER BOXES SHALL BE SET AS CLOSE TO R.O.W. (R) AS POSSIBLE, WITH NO PART OF BOX WITHIN R.O.W. METER BOXES SHALL BE LEVEL FROM SIDE TO SIDE AND NO MORE THAN 1/4"/FT. SLOPE FROM FRONT TO BACK (OR BACK TO FRONT). GRADING IN P.U.E. AROUND METER BOX SHALL BE 3:1 MAXIMUM AND SHALL BLEND TO OTHER UTILITY APPURTENANCES WITHOUT ABRUPT ELEVATION CHANGES.

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THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF BASTROP

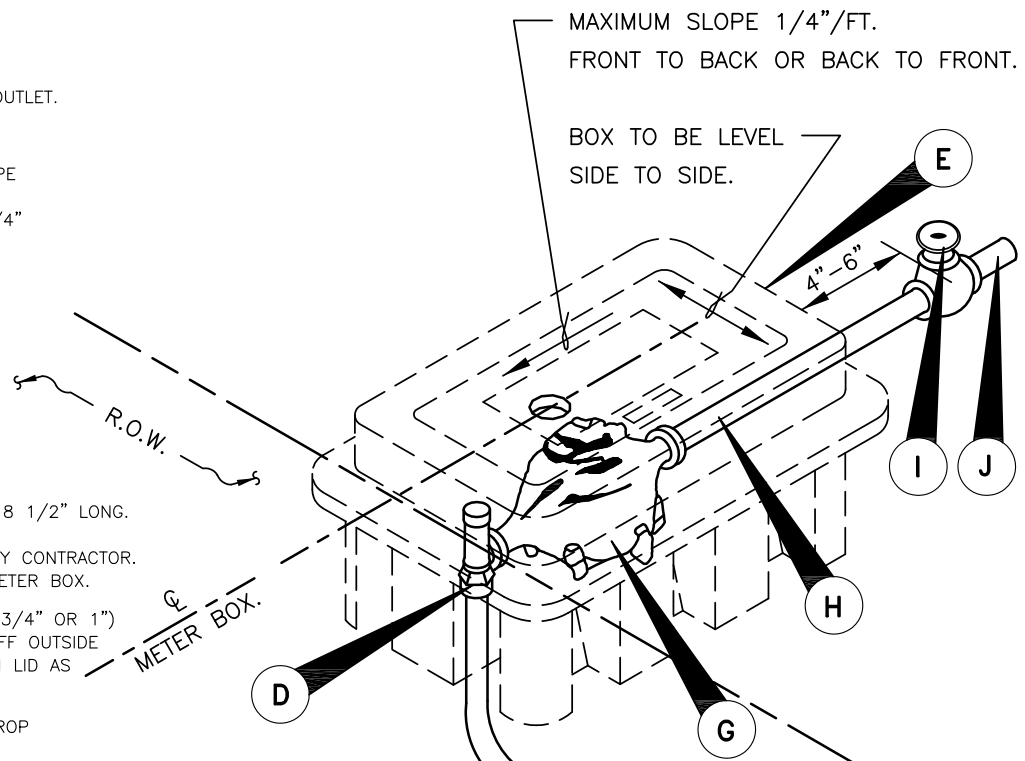
WATER SERVICE CASING DETAIL

DRAWING NO:
WT-01



MATERIAL LIST

- A. SERVICE CLAMP REQUIRED.
- B. 1" CORPORATION STOP – SERVICE PIPE OUTLET.
- C. 1" SERVICE PIPE.
- D. LOCKING ANGLE METER STOP; SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET:
 - FOR 5/8" AND 3/4" METERS: 1" X 3/4"
 - FOR 1" METERS: 1" X 1"
- E. PLASTIC RECTANGULAR METER BOX.
(SEE TABLE BELOW)
- F. PIPE CASING WHERE APPLICABLE.
(AS PER DETAIL WT-01)
- G. WATER METER, CENTERED IN BOX.
(SEE TABLE BELOW)
- H. WATER METER COUPLING;
MALE I.P.T. X SWIVEL COUPLING NUT:
 - FOR 5/8" AND 3/4" METERS: 3/4" X 8 1/2" LONG.
 - FOR 1" METERS:
LENGTH OF PIPE TO BE DETERMINED BY CONTRACTOR.
EXTEND PIPE TO 4"-6" OUTSIDE OF METER BOX.
- I. BRONZE GATE VALVE: NON-RISING STEM (3/4" OR 1")
FEMALE I.P.T. (PROPERTY OWNERS CUT-OFF OUTSIDE
METER BOX IN SEPARATE VALVE CAN WITH LID AS
PER CITY OF BASTROP STANDARDS).
- J. 3/4" OR 1" PIPE MEETING CITY OF BASTROP
PLUMBING CODE REQUIREMENTS.

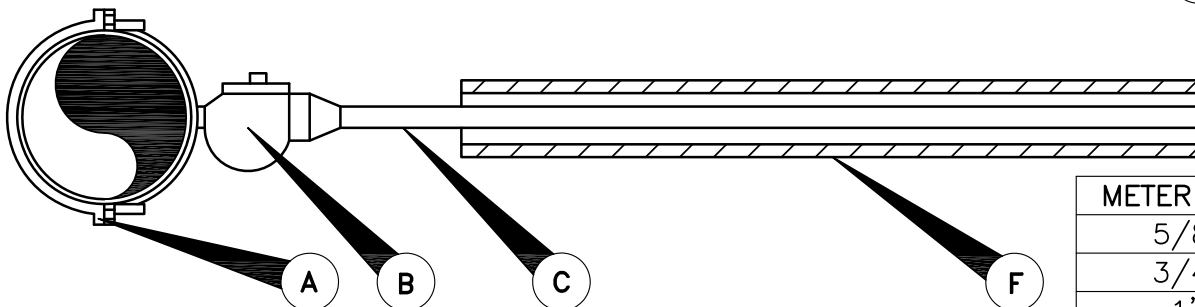


NOTES:

1. SERVICE PIPE SHALL BE HIGH PRESSURE POLYETHYLENE AWWA C901 CLASS 200 PSI BLACK COLORED HAVING A DIMENSION RATIO OF 9 (DR9).
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 510.3 OF THE STANDARD SPECIFICATIONS. SPECIAL ATTENTION IS CALLED TO "PIPE BEDDING ENVELOPE" AND "BACKFILLING", SECTIONS 510.3 (14) AND 510.3 (25), RESPECTIVELY.
5. AXIS OF METER ASSEMBLY (LINE THROUGH METER STOP, METER, PIPING AND OWNERS CUTOFF) SHALL BE 10" BELOW TOP OF BOX.
6. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX, SHALL NOT BE MODIFIED.
7. LOCATION OF METER BOXES SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF BASTROP.

PART NUMBER	SERIES	SIZE	HEIGHT	WIDTH	LENGTH
DFW36C-BODY*	36C	STANDARD	12-1/4"	TOP = 13-3/4"	TOP = 19"
DFW36C-SBSM*	36C	STANDARD	12-1/4"	BASE = 10"	BASE = 18-1/4"
DFW36C-SBSM-LID*	36C	STANDARD	1-3/4"	LID = 10"	LID = 15"

* ROTEC BY DFW PLASTICS INCORPORATED OR APPROVED EQUAL.



METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

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CITY OF BASTROP

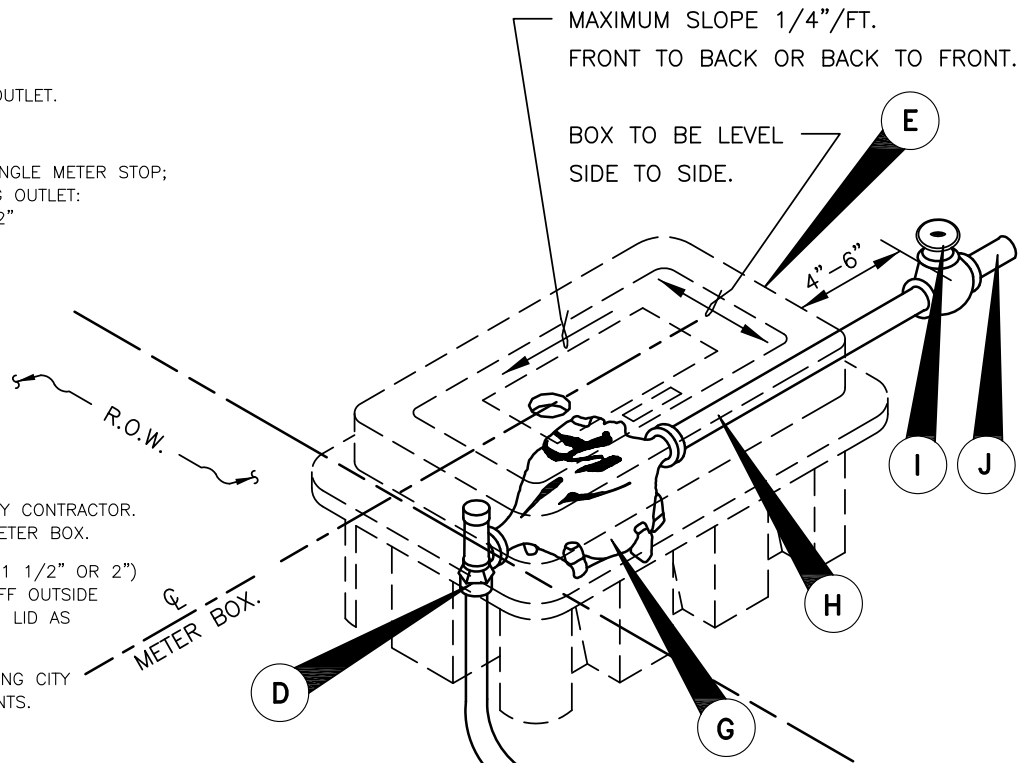
SINGLE 5/8", 3/4" OR 1" WATER METER DETAIL

DRAWING NO:
WT-02



MATERIAL LIST

- A. SERVICE CLAMP REQUIRED.
- B. 1" CORPORATION STOP - SERVICE PIPE OUTLET.
- C. 1" SERVICE PIPE.
- D. BUSHING (IF NECESSARY) AND LOCKING ANGLE METER STOP;
SERVICE PIPE INLET X FLANGED COUPLING OUTLET:
- FOR 1 1/2" METERS: 1 1/2" X 1 1/2"
- FOR 2" METERS: 2" X 2"
- E. PLASTIC RECTANGULAR METER BOX.
(SEE TABLE BELOW)
- F. PIPE CASING WHERE APPLICABLE.
(AS PER DETAIL WT-01)
- G. WATER METER, CENTERED IN BOX.
(SEE TABLE BELOW)
- H. WATER METER COUPLING;
MALE I.P.T. X FLANGED COUPLING NUT:
- LENGTH OF PIPE TO BE DETERMINED BY CONTRACTOR.
- EXTEND PIPE TO 4"-6" OUTSIDE OF METER BOX.
- I. BRONZE GATE VALVE: NON-RISING STEM (1 1/2" OR 2")
FEMALE I.P.T. (PROPERTY OWNERS CUT-OFF OUTSIDE
METER BOX IN SEPARATE VALVE CAN WITH LID AS
PER CITY OF BASTROP STANDARDS).
- J. BUSHING (IF NECESSARY) AND PIPE MEETING CITY
OF BASTROP PLUMBING CODE REQUIREMENTS.

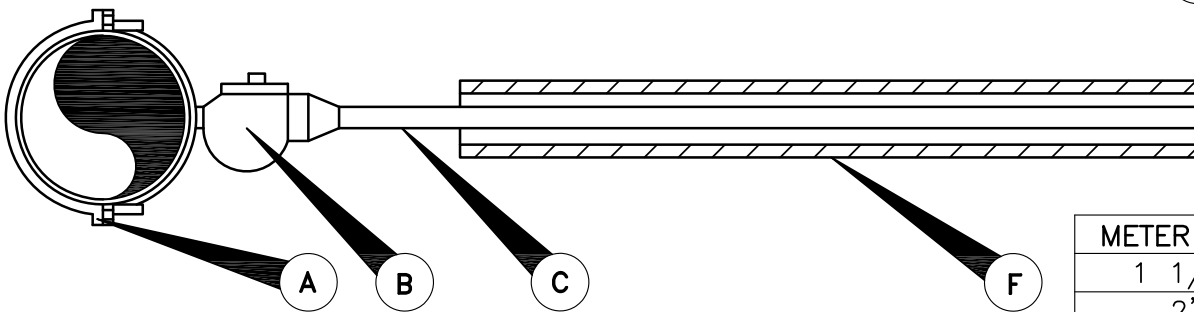


NOTES:

1. SERVICE PIPE SHALL BE HIGH PRESSURE POLYETHYLENE AWWA C901 CLASS 200 PSI BLACK COLORED HAVING A DIMENSION RATIO OF 9 (DR9).
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 510.3 OF THE STANDARD SPECIFICATIONS. SPECIAL ATTENTION IS CALLED TO "PIPE BEDDING ENVELOPE" AND "BACKFILLING", SECTIONS 510.3 (14) AND 510.3 (25), RESPECTIVELY.
5. AXIS OF METER ASSEMBLY (LINE THROUGH METER STOP, METER, PIPING AND OWNERS CUTOFF) SHALL BE 10" BELOW TOP OF BOX.
6. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX, SHALL NOT BE MODIFIED.
7. LOCATION OF METER BOXES SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF BASTROP.

PART NUMBER	SERIES	SIZE	HEIGHT	WIDTH	LENGTH
DFW65C-12-BODY*	65C	JUMBO	12"	TOP = 18-3/4"	TOP = 30-1/2"
DFW65C-12-BDSM*	65C	JUMBO	12"	BASE = 16"	BASE = 27"
DFW65C-BDSM-LID*	65C	JUMBO	1-3/4"	LID = 15-1/4"	LID = 27"

* ROTEC BY DFW PLASTICS INCORPORATED OR APPROVED EQUAL.



METER SIZE	LENGTH
1 1/2"	13"
2"	17"

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CITY OF BASTROP

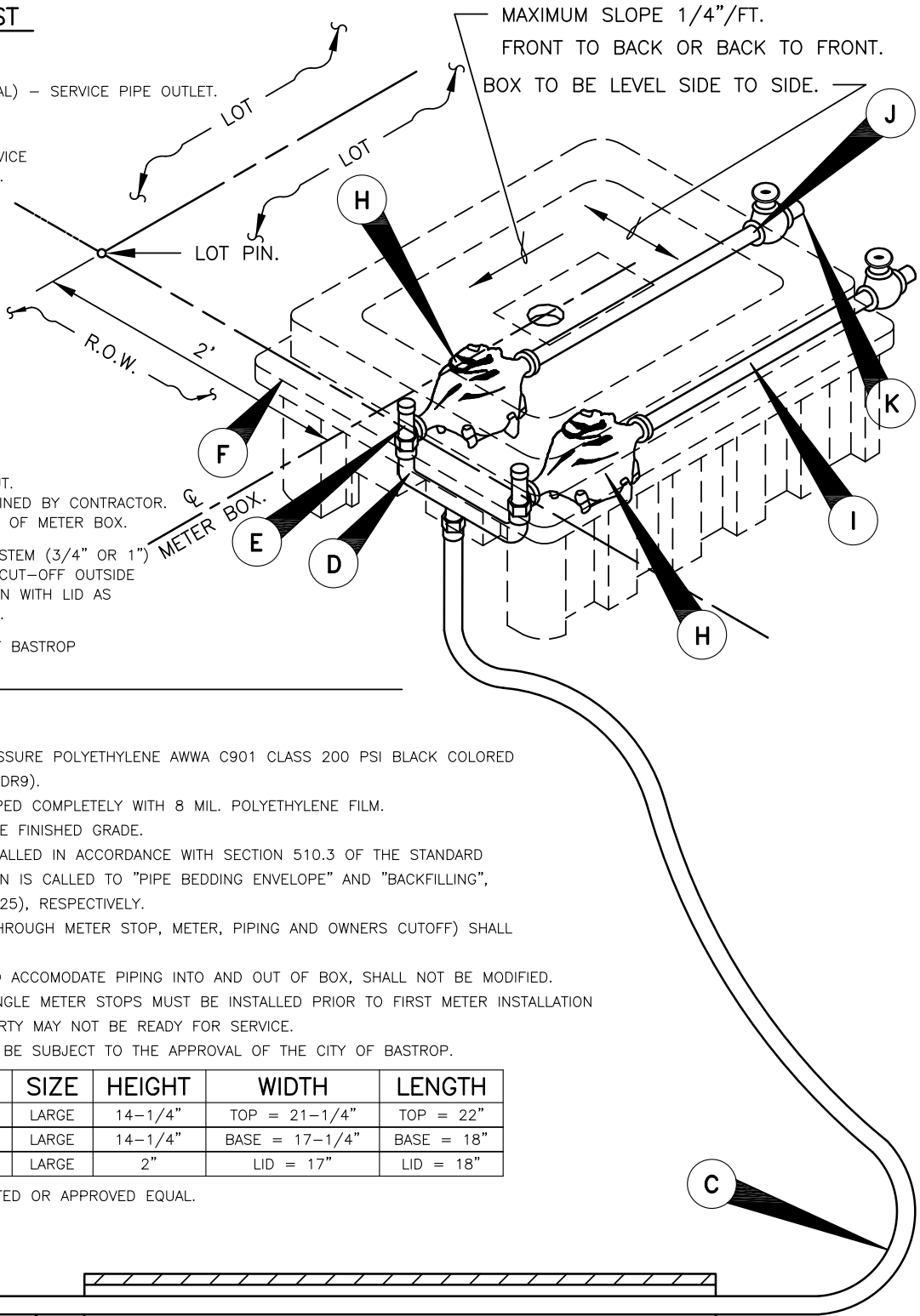
SINGLE 1 1/2" OR 2" WATER METER DETAIL

DRAWING NO:
WT-03



MATERIAL LIST

- A. SERVICE CLAMP REQUIRED.
- B. 1 1/2" CORPORATION STOP (TYPICAL) - SERVICE PIPE OUTLET.
- C. 1 1/2" SERVICE PIPE (TYPICAL).
- D. BRANCH CONNECTION: 1 1/2" SERVICE PIPE INLET AND 2 3/4" MALE I.P.T. OUTLETS 7 1/2" O.C.
- E. 3/4" LOCKING ANGLE METER STOP; FEMALE I.P.T. INLET AND SWIVEL COUPLING NUT OUTLET.
- F. PLASTIC RECTANGULAR METER BOX. (SEE TABLE BELOW)
- G. PIPE CASING WHERE APPLICABLE. (AS PER DETAIL WT-01)
- H. WATER METERS, CENTERED IN BOX. (SEE TABLE BELOW)
- I. WATER METER COUPLING; MALE I.P.T. X SWIVEL COUPLING NUT. - LENGTH OF PIPE TO BE DETERMINED BY CONTRACTOR. - EXTEND PIPE TO 4"-6" OUTSIDE OF METER BOX.
- J. BRONZE GATE VALVE: NON-RISING STEM (3/4" OR 1") FEMALE I.P.T. (PROPERTY OWNERS CUT-OFF OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY OF BASTROP STANDARDS).
- K. 3/4" OR 1" PIPE MEETING CITY OF BASTROP PLUMBING CODE REQUIREMENTS.

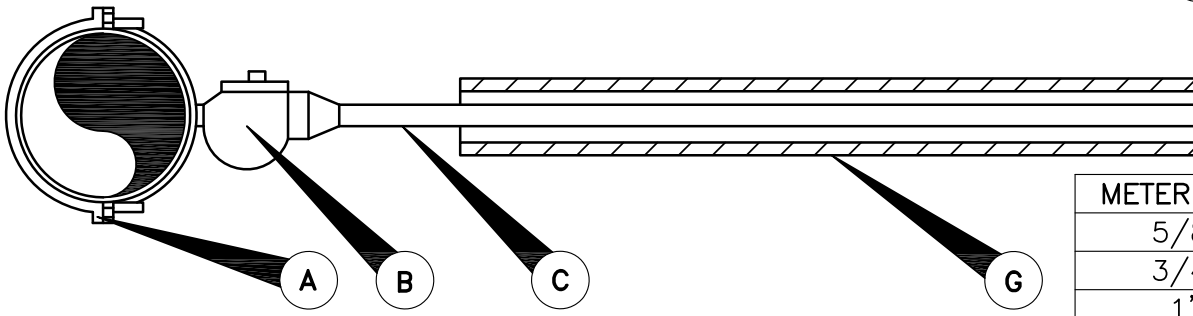


NOTES:

- SERVICE PIPE SHALL BE HIGH PRESSURE POLYETHYLENE AWWA C901 CLASS 200 PSI BLACK COLORED HAVING A DIMENSION RATIO OF 9 (DR9).
- SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
- TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
- PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 510.3 OF THE STANDARD SPECIFICATIONS. SPECIAL ATTENTION IS CALLED TO "PIPE BEDDING ENVELOPE" AND "BACKFILLING", SECTIONS 510.3 (14) AND 510.3 (25), RESPECTIVELY.
- AXIS OF METER ASSEMBLY (LINE THROUGH METER STOP, METER, PIPING AND OWNERS CUTOFF) SHALL BE 10" BELOW TOP OF BOX.
- SLOTS PROVIDED IN METER BOX TO ACCOMODATE PIPING INTO AND OUT OF BOX, SHALL NOT BE MODIFIED.
- BRANCH CONNECTION AND BOTH ANGLE METER STOPS MUST BE INSTALLED PRIOR TO FIRST METER INSTALLATION EVEN THOUGH THE SECOND PROPERTY MAY NOT BE READY FOR SERVICE.
- LOCATION OF METER BOXES SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF BASTROP.

PART NUMBER	SERIES	SIZE	HEIGHT	WIDTH	LENGTH
DFW38C-14-BODY*	38C	LARGE	14-1/4"	TOP = 21-1/4"	TOP = 22"
DFW38C-14-SBSM*	38C	LARGE	14-1/4"	BASE = 17-1/4"	BASE = 18"
DFW38C-SBSM-LID*	38C	LARGE	2"	LID = 17"	LID = 18"

* ROTEC BY DFW PLASTICS INCORPORATED OR APPROVED EQUAL.



METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

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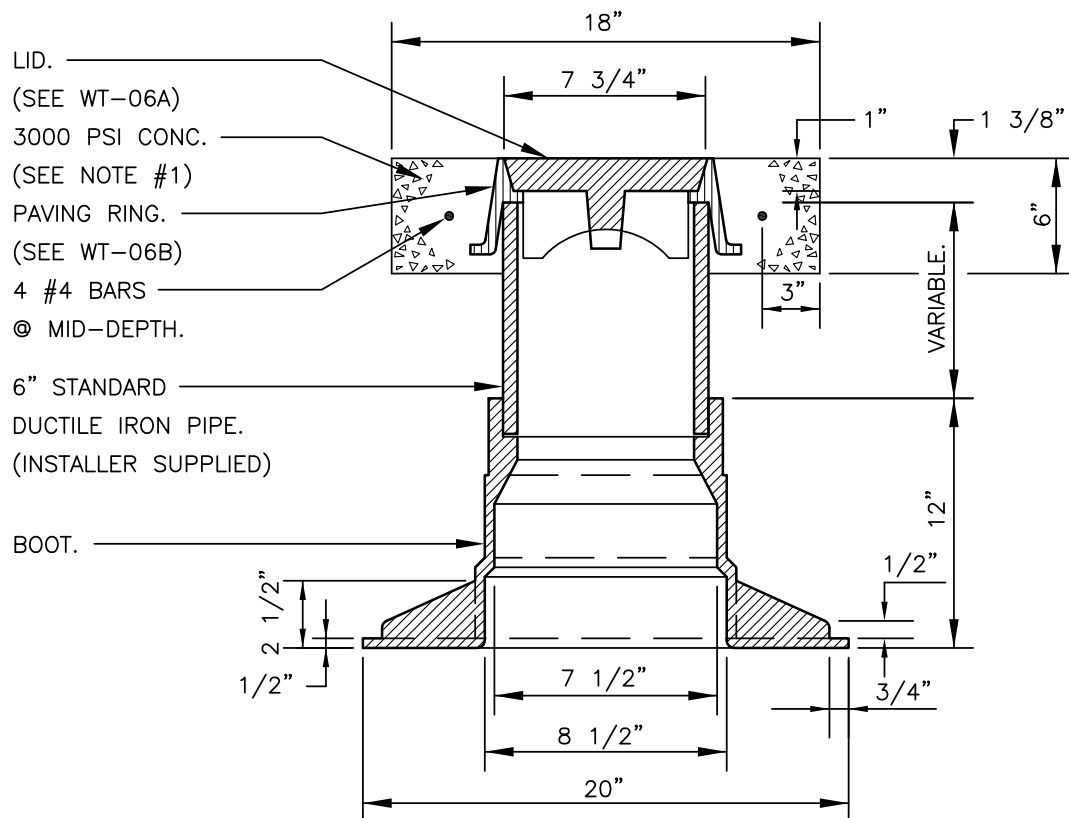
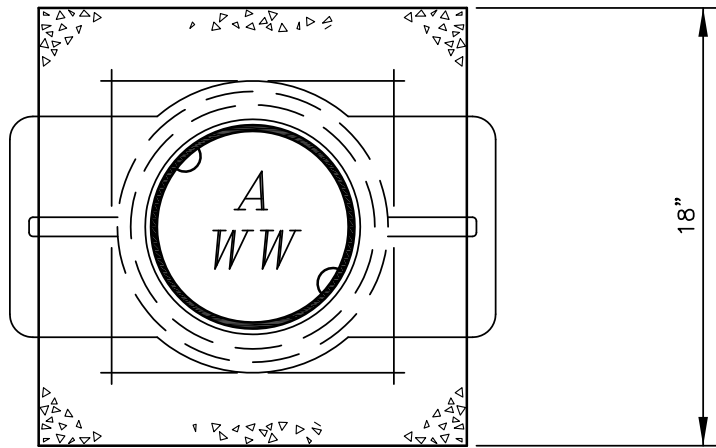
DUAL 5/8", 3/4" OR 1" WATER METERS DETAIL

DRAWING NO:
WT-04





The logo of the City of Bastrop is a circular seal. It features a five-pointed star in the center, with the words "CITY OF" at the top and "BASTROP" at the bottom. Inside the circle, around the star, are the words "PRESERVATION OF THE PAST" and "PROGRESS FOR THE FUTURE".



NOTE:

1. DELETE CONCRETE & REBAR WHEN VALVE IS WITHIN PAVED STREET.

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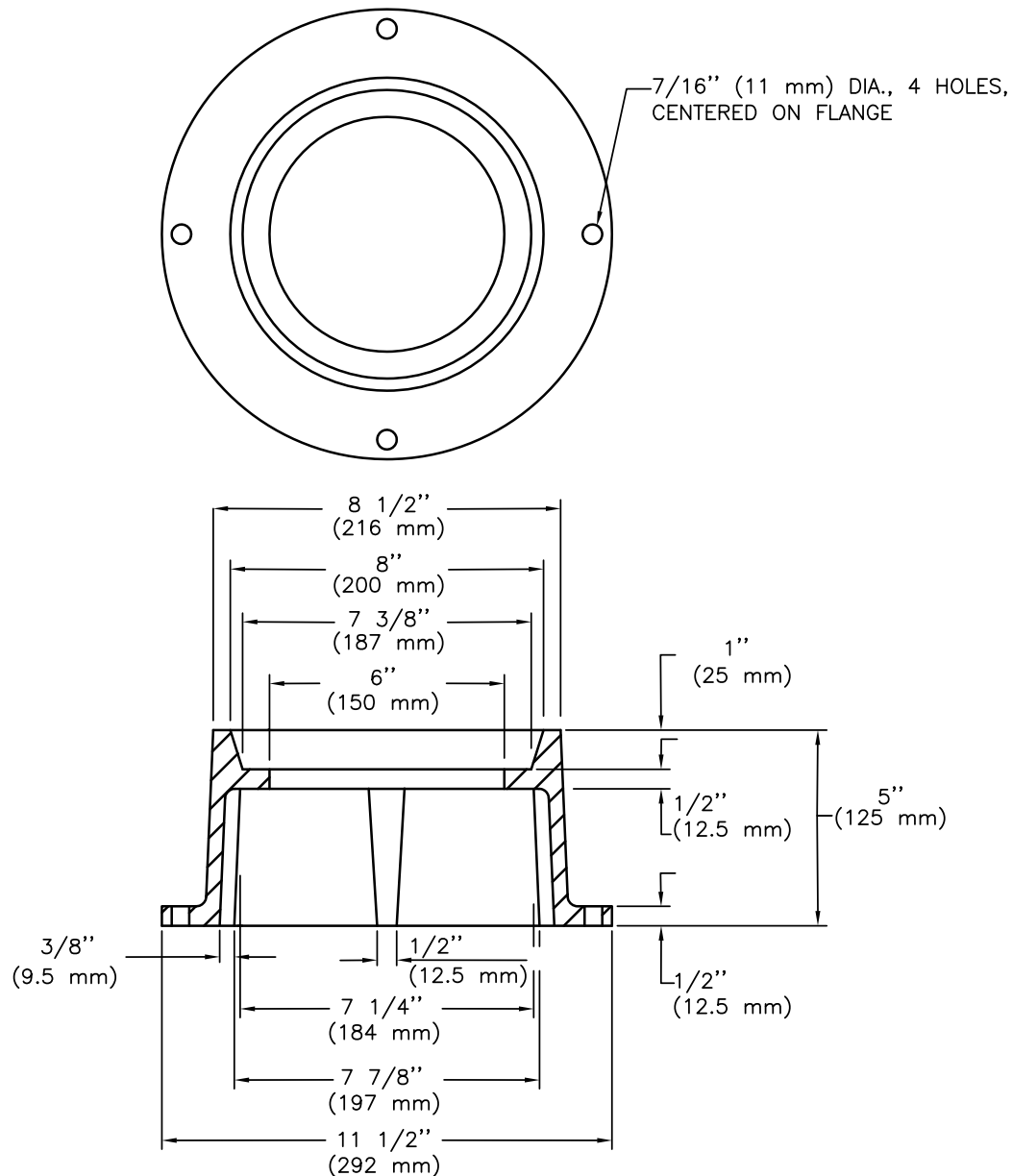
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

VALVE BOX ASSEMBLY DETAIL

DRAWING NO:
WT-06





NOTES:

1. MATERIALS SHALL BE GRAY CAST IRON, ASTM A48, GRADE 30B.
2. THE MANUFACTURER'S IDENTIFICATION & CASTING NUMBER & THE COUNTRY WHERE CAST, SHALL BE DISTINCTLY CAST ONTO EACH RING.
3. DRAFT & SHRINKAGE ALLOWANCE SHALL BE IN ACCORD WITH NORMAL FOUNDRY PRACTICE.
4. FINISH BY REMOVING FINS & FLASHING; PAINT WITH BLACK ASPHALT COATING.
5. WEIGHT: APPROXIMATELY 10.5 KG (23 LBS).

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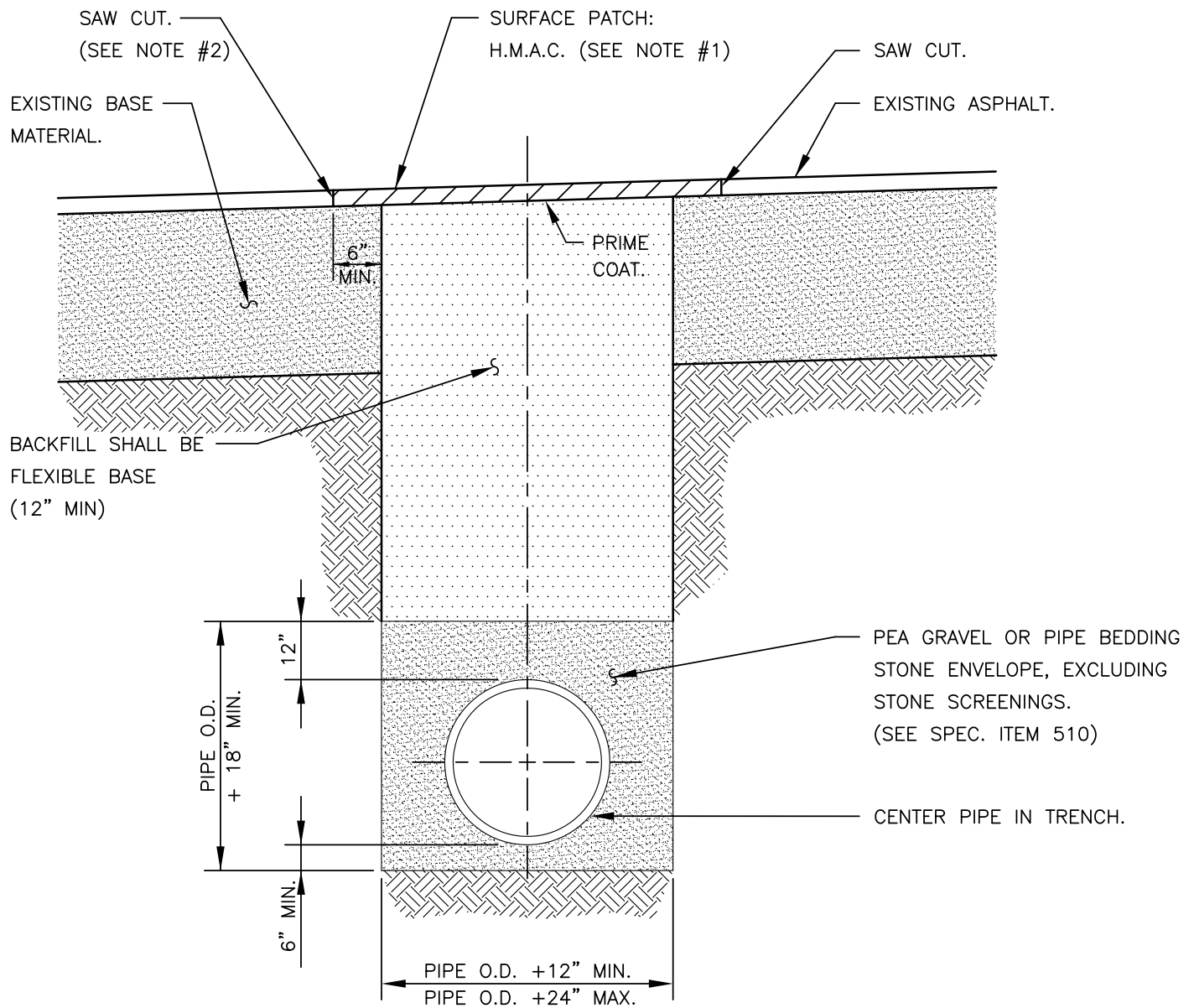
THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

VALVE BOX CASTING PAVING RING

DRAWING NO:
WT-06B





NOTES:

1. H.M.A.C. THICKNESS SHALL MATCH EXISTING ASPHALT THICKNESS AND NO LESS THAN 2".
2. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE WATERLINE TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER. FINISHED PATCH SHALL BE NEAT AND UNIFORM.
3. INSTALLATION OF BACKFILL, SAW CUTTING AND REMOVAL OF EXISTING PAVEMENT, AND SURFACE PATCH SHALL NOT BE PAID FOR SEPARATELY. COSTS FOR THESE ITEMS SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERLINE PIPE.
4. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERLINE PIPE.
5. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

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CITY OF BASTROP

WATERLINE BEDDING
AND PAVEMENT REPAIR DETAIL
(EXISTING PAVED SURFACE)

DRAWING NO:
WT-07

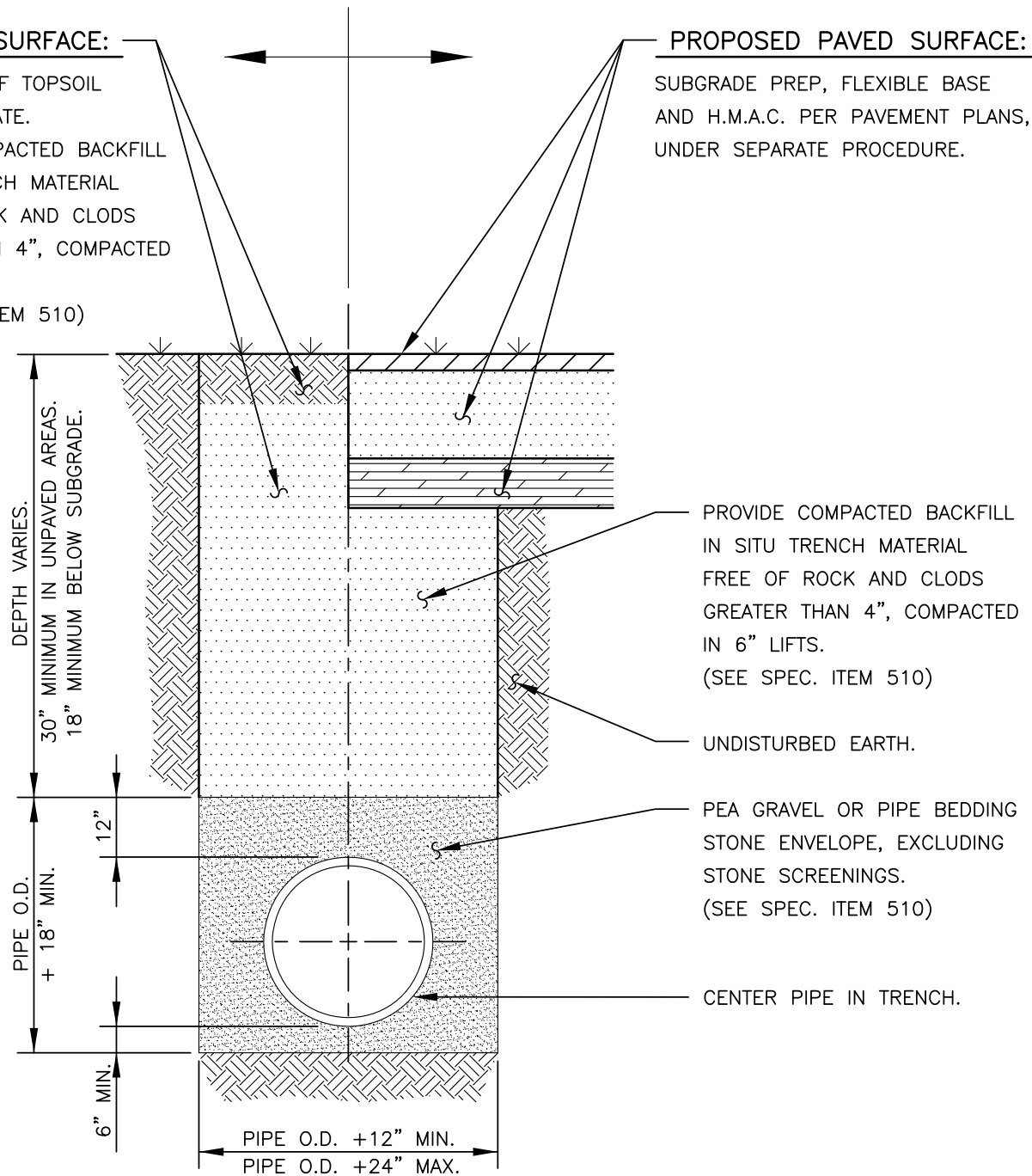


NON-PAVED SURFACE:

- (A) PROVIDE 4" OF TOPSOIL
AND REVEGETATE.
- (B) PROVIDE COMPACTED BACKFILL
IN SITU TRENCH MATERIAL
FREE OF ROCK AND CLODS
GREATER THAN 4", COMPACTED
IN 6" LIFTS.
- (SEE SPEC. ITEM 510)

PROPOSED PAVED SURFACE:

SUBGRADE PREP, FLEXIBLE BASE
AND H.M.A.C. PER PAVEMENT PLANS,
UNDER SEPARATE PROCEDURE.



NOTE:

ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

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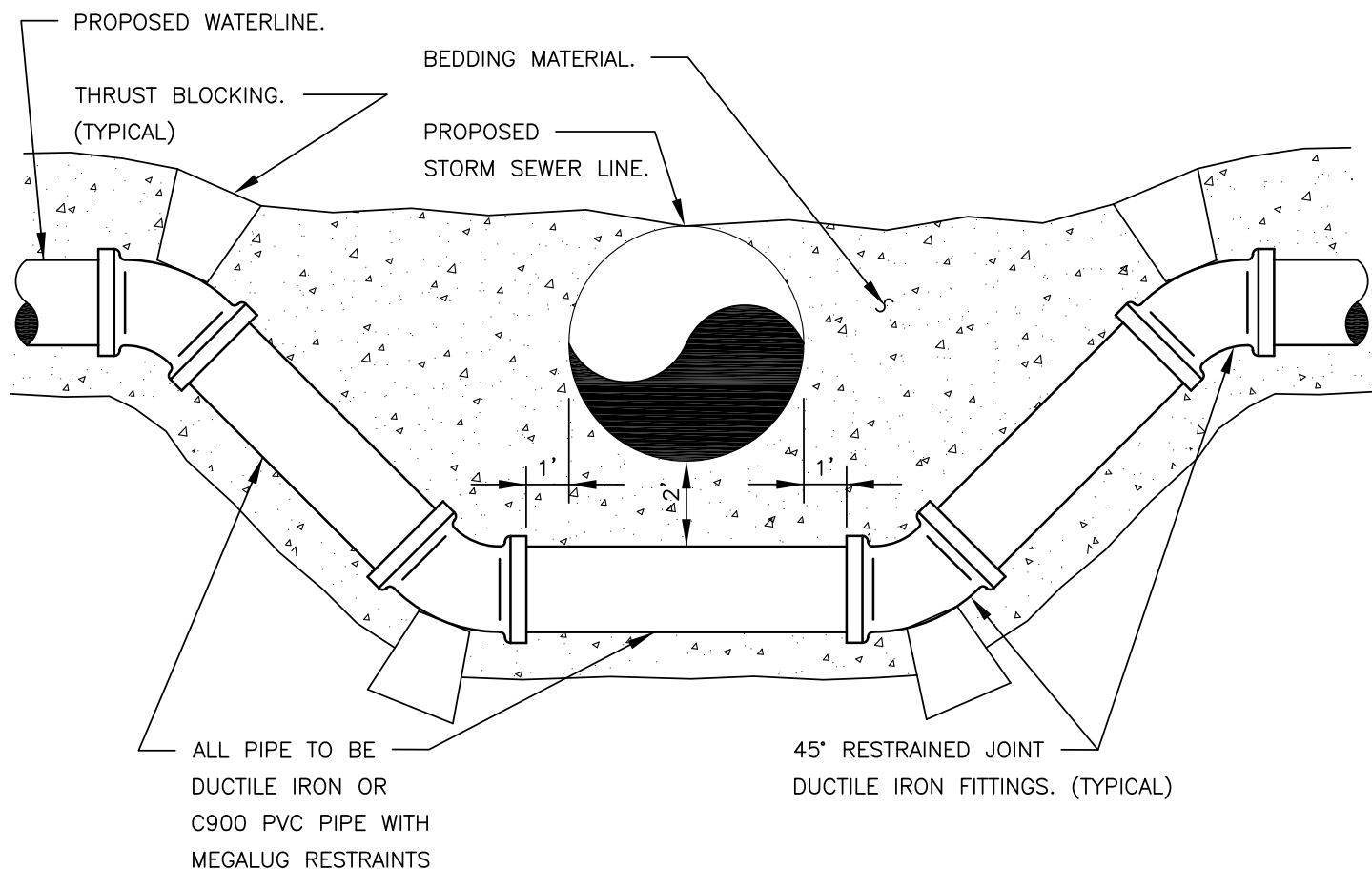
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**WATERLINE BEDDING
AND SURFACE REPAIR DETAIL
(NON-PAVED & PROPOSED PAVED SURFACES)**

DRAWING NO:
WT-08





NOTES:

1. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL POLYETHYLENE (BLACK POLY) AND OPEN ENDS/SEAMS SEALED WITH DUCT TAPE.
2. ALL FITTINGS SHALL BE BLOCKED WITH CONCRETE BLOCKING.

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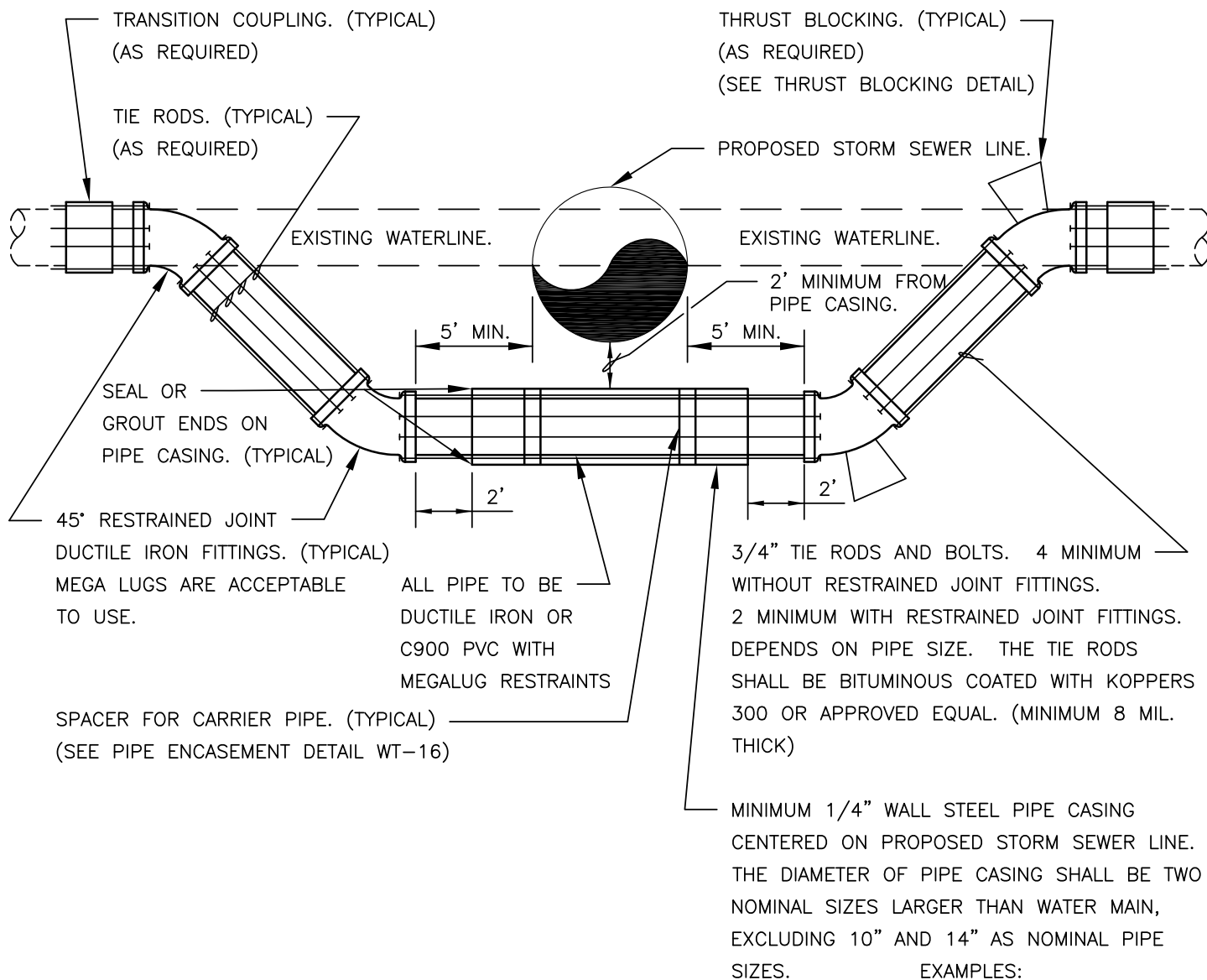
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

WATERLINE AND STORM SEWER LINE CROSSING DETAIL (TYPE 1)

DRAWING NO:
WT-09





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RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

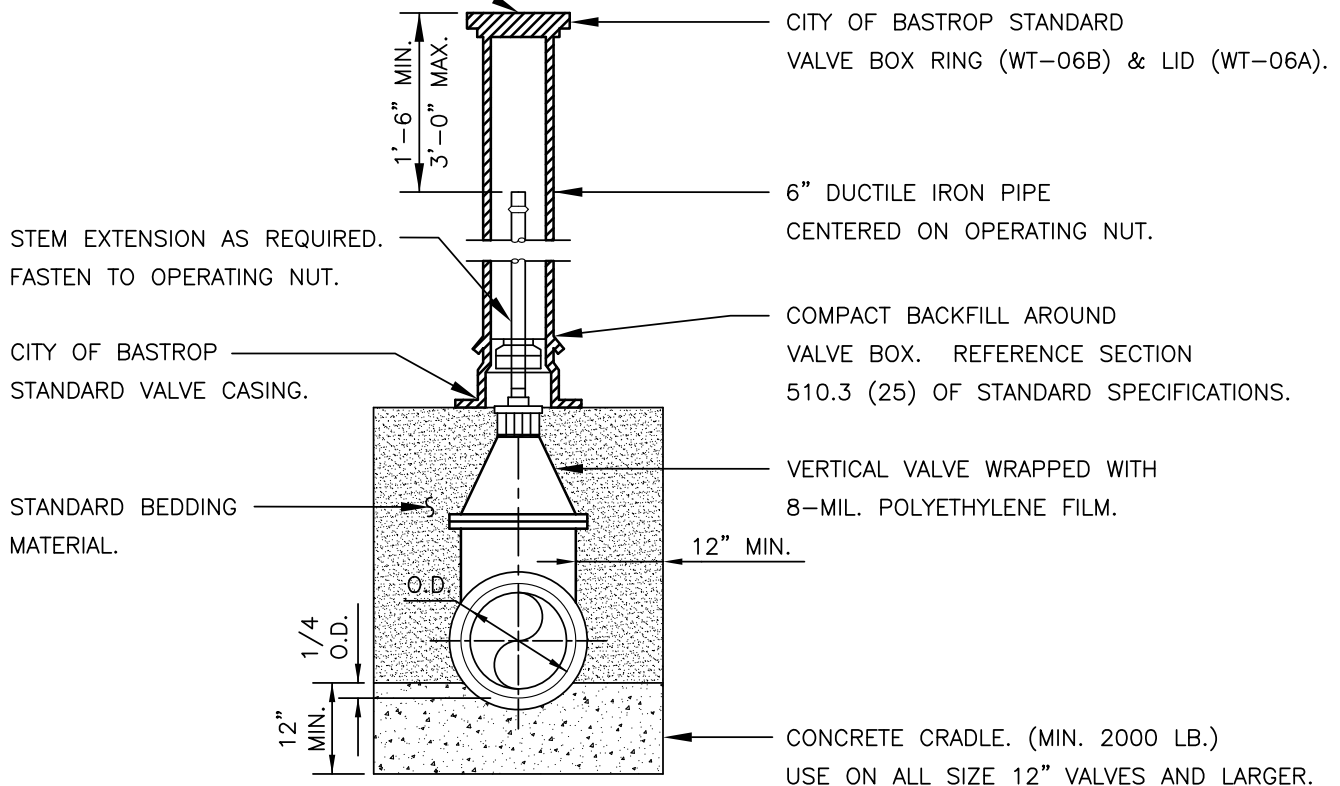
CITY OF BASTROP

WATERLINE AND STORM SEWER LINE CROSSING DETAIL (TYPE 2)

DRAWING NO:
WT-10



TOP OF BOX LID TO BE
FLUSH WITH FINISHED SURFACE.



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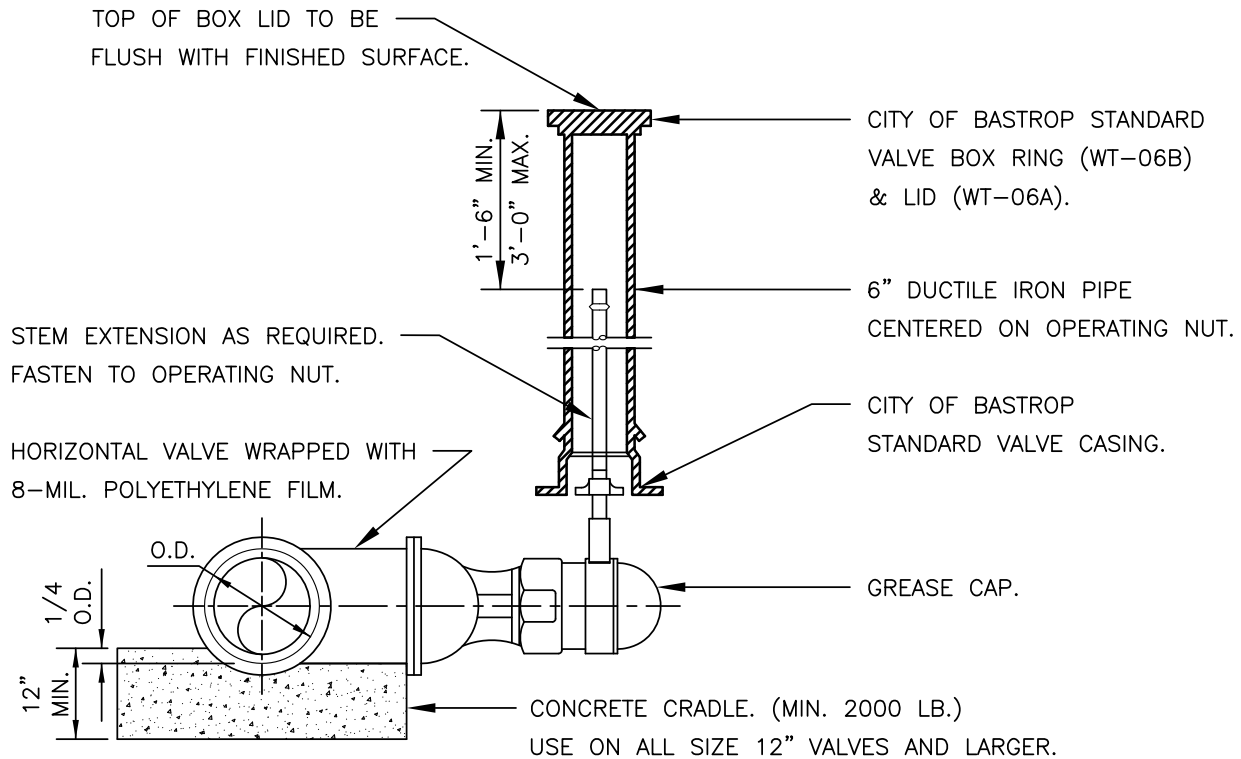
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

VERTICAL VALVE
INSTALLATION DETAIL

DRAWING NO:
WT-11





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USE OF THIS DETAIL.

CITY OF BASTROP

HORIZONTAL VALVE
INSTALLATION DETAIL

DRAWING NO:
WT-12

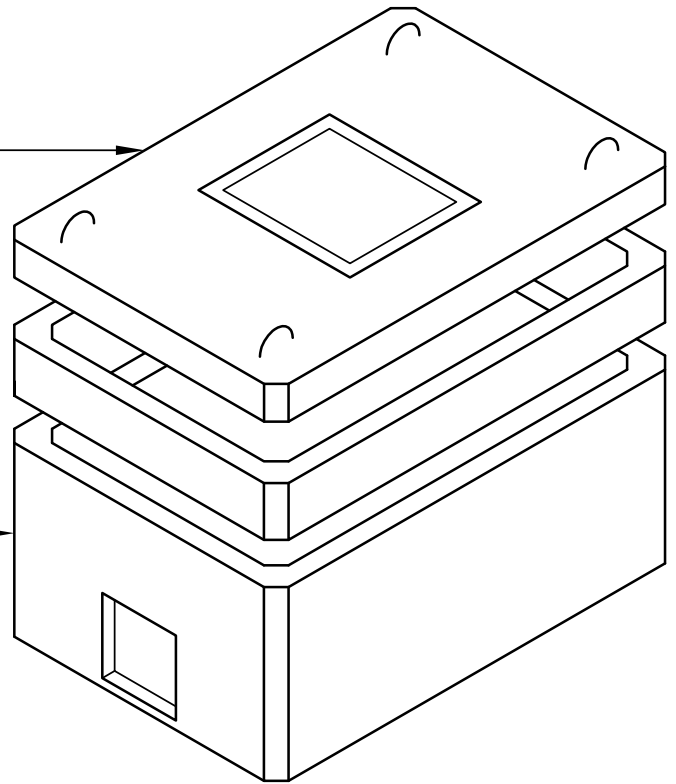


LID

4000 TO 4500 P.S.I. CONCRETE, 28 DAY STRENGTH.
RECESSED VALVE OPENING KNOCKOUTS.
30"X30" DOOR CAST INTO LID.
REINFORCING FOR H-20 LOADING.
LID AS MANUFACTURED BY CONCRETE PRODUCTS,
INCORPORATED, OR APPROVED EQUAL.

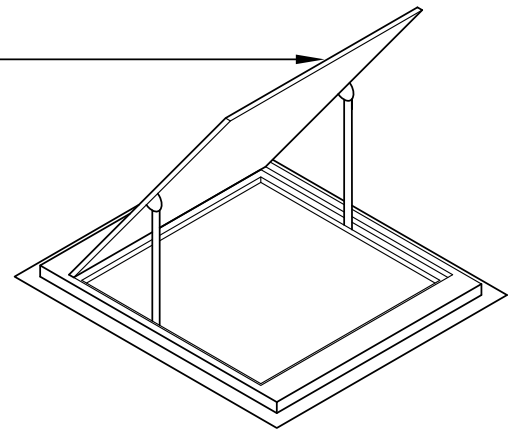
VAULT

4000 TO 4500 P.S.I. CONCRETE, 28 DAY STRENGTH.
18"X18" PIPE KNOCKOUTS.
REINFORCING FOR H-20 LOADING TO DEPTH OF 6'.
BASE WITHOUT FLOOR.
12" EXTENSION FOR BASE.
6" WALLS, WITH OPTIONAL 8" WALLS FOR DEPTH TO 10'.
VAULT AS MANUFACTURED BY CONCRETE PRODUCTS,
INCORPORATED, OR APPROVED EQUAL.



HATCH

SPRING ASSISTED STEEL HATCH WITH MANUAL LID LOCKOUTS.
CAST FLUSH TO TOP OF LID.
30"X30" OPENING AREA.
H-20 STEEL DOOR.
DOOR AS MANUFACTURED BY CONCRETE PRODUCTS,
INCORPORATED, OR APPROVED EQUAL.



NOTE:

THE METER VAULT SHALL BE LARGE ENOUGH, SO THAT THE FITTED METER ASSEMBLY CAN BE EASILY MAINTAINED.

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USE OF THIS DETAIL.

CITY OF BASTROP

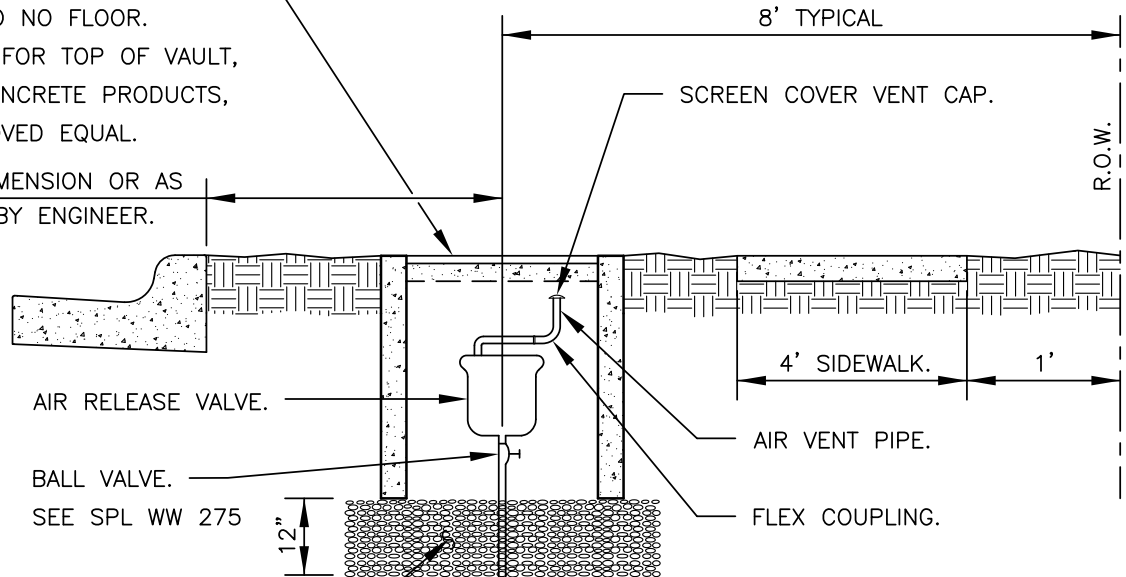
**COMPOUND WATER METER
VAULT DETAIL**

**DRAWING NO:
WT-13**

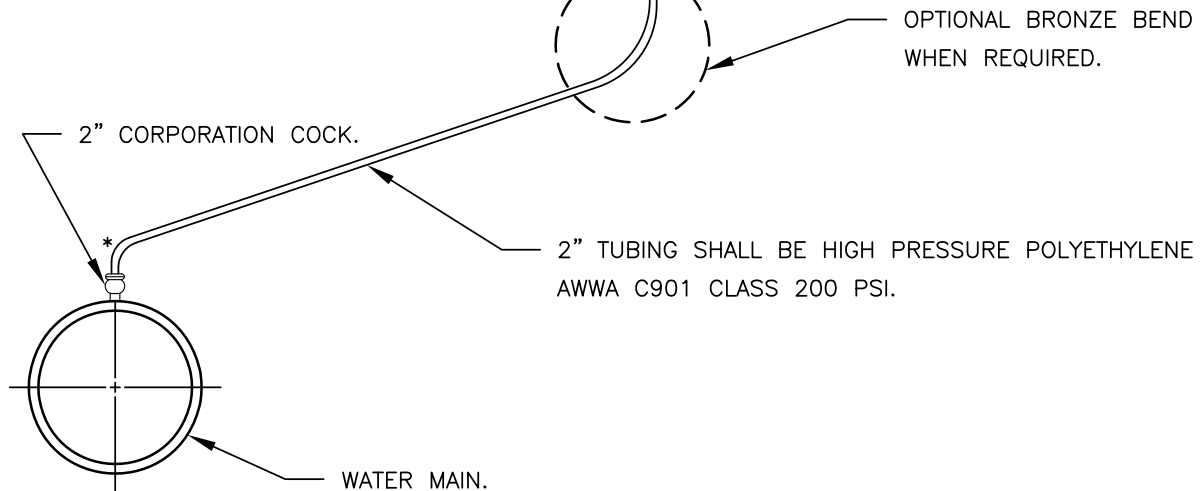


PRECAST CONCRETE VAULT (36"X36" INSIDE)
WITH 4" THICK WALLS AND NO FLOOR.
PROVIDE 1/4" METAL LID FOR TOP OF VAULT,
AS MANUFACTURED BY CONCRETE PRODUCTS,
INCORPORATED, OR APPROVED EQUAL.

PER PLAN DIMENSION OR AS
DETERMINED BY ENGINEER.



BED PRECAST CONCRETE VAULT ON 3/4" WASHED
ROCK GRAVEL OR OTHER CRUSHED STONE ACCEPTABLE
TO THE CITY OF BASTROP.



* THREAD TO COMPRESSION BRASS
ELBOW ALLOWED IF NECESSARY
DUE TO DEPTH LIMITATIONS.

GALVANIZED IRON PIPE	
AIR VALVE	GATE VALVE
1"	1"
2"	2"

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RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

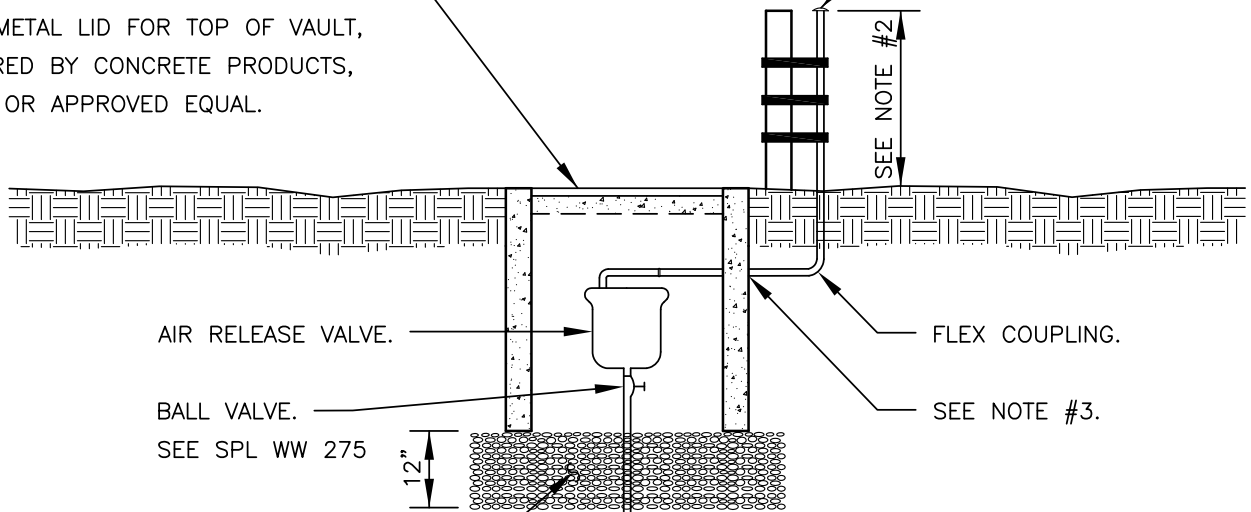
1" THRU 2" AIR RELEASE VALVE
INSTALLATION DETAIL
(DEVELOPED AREAS)

DRAWING NO:
WT-14



PRECAST CONCRETE VAULT (36"X36" INSIDE)
WITH 4" THICK WALLS AND NO FLOOR.
PROVIDE 1/4" METAL LID FOR TOP OF VAULT,
AS MANUFACTURED BY CONCRETE PRODUCTS,
INCORPORATED, OR APPROVED EQUAL.

SCREEN COVER VENT CAP.



AIR RELEASE VALVE.

FLEX COUPLING.

BALL VALVE.

SEE NOTE #3.

SEE SPL WW 275

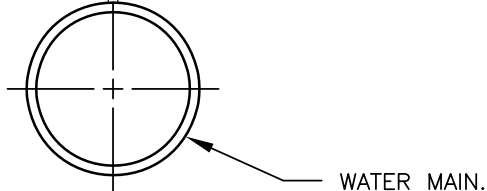
12"

BED PRECAST CONCRETE VAULT ON 3/4" WASHED
ROCK GRAVEL OR OTHER CRUSHED STONE ACCEPTABLE
TO THE CITY OF BASTROP.

OPTIONAL BRONZE BEND
WHEN REQUIRED.

2" CORPORATION COCK.

2" TUBING SHALL BE HIGH PRESSURE POLYETHYLENE
AWWA C901 CLASS 200 PSI.



WATER MAIN.

* THREAD TO COMPRESSION BRASS
ELBOW ALLOWED IF NECESSARY
DUE TO DEPTH LIMITATIONS.

GALVANIZED IRON PIPE	
AIR VALVE	GATE VALVE
1"	1"
2"	2"

NOTES:

1. EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND STEEL SUPPORT PIPE SHALL BE CLEANED, PREPPED, PRIMED AND PAINTED WITH RUST-OLEUM SAFETY BLUE ACRYLIC #5225402 PAINT, OR APPROVED EQUAL.
2. THE AIR VENT PIPE SHALL BE 5' MINIMUM IN HEIGHT AND SHALL BE SUPPORTED BY A 4" STEEL PIPE, WHICH IS TO BE SET IN 2500 P.S.I. CONCRETE, FILLED WITH CONCRETE AND SUPPOTED WITH 3 STAINLESS STEEL CLAMPS.
3. CONCRETE VAULT PENETRATION SHALL BE CORE BIT DRILLED. VOID SHALL BE FILLED BY PRESS-SEAL GASKET CORP. PSX RESILIENT CONNECTOR MEETING ASTM C923, OR APPROVED EQUAL.

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CITY OF BASTROP

1" THRU 2" AIR RELEASE VALVE INSTALLATION DETAIL (UNDEVELOPED AREAS)

DRAWING NO:
WT-15

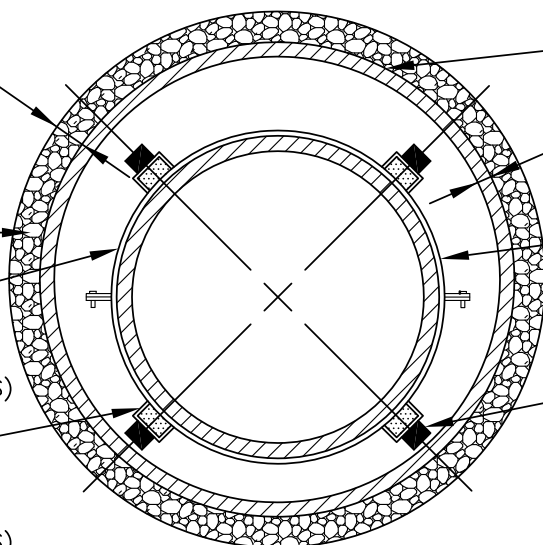


FILL SPACE BETWEEN
EXCAVATED BORE AND
ENCASEMENT WITH
CEMENT GROUT.

EXCAVATED BORE.

T-304 STAINLESS
STEEL SPACER BODY.
(MINIMUM 14 GAUGE THICKNESS)

WELDED T-304
STAINLESS STEEL RISERS.
(MINIMUM 10 GAUGE THICKNESS)



STEEL ENCASEMENT PIPE.

THICKNESS AS SPECIFIED
IN PLANS (MIN. 1/4").

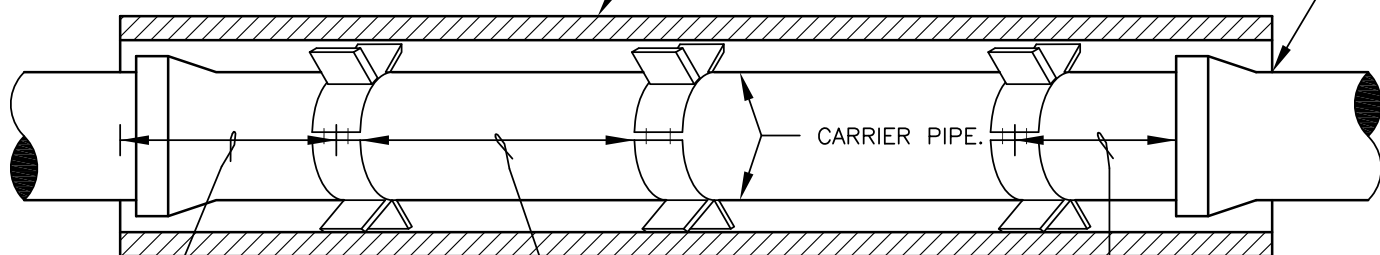
CARRIER PIPE.
90° MAXIMUM

ULTRA HIGH MOLECULAR
WEIGHT POLYMER RUNNERS.
(2" MINIMUM HEIGHT)

PIPE SIZE—CARRIER (DIAMETER)	PIPE SIZE—CASING (DIAMETER) (MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"	1/4	0.2500
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" ~ 14"	24"	3/8	0.3750
16" ~ 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000

SMOOTH STEEL ENCASEMENT PIPE.
(MINIMUM 35,000 P.S.I.
YIELD STRENGTH)

SEAL ENDS WITH CASCADE WATERWORKS
MANUFACTURING COMPANY, MODEL CCES
END SEALS, OR APPROVED EQUAL. (EACH END)



A SPACER SHALL BE
18" FROM EACH END
OF ENCASEMENT PIPE.

SPACING AS PER MANUFACTURER'S
RECOMMENDATION, MINIMUM 6' OR 10'.
(MINIMUM 3 SPACERS PER JOINT)

FIRST SPACER SHALL
BE 18" FROM END
OF JOINT.

NOTES:

- CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK; THESE MUST BE ACCEPTABLE TO THE CITY OF BASTROP
- CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.

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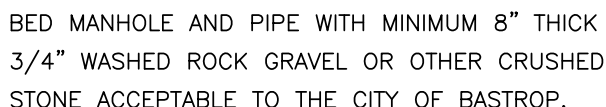
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

PIPE ENCASEMENT DETAIL

DRAWING NO:
WT-16

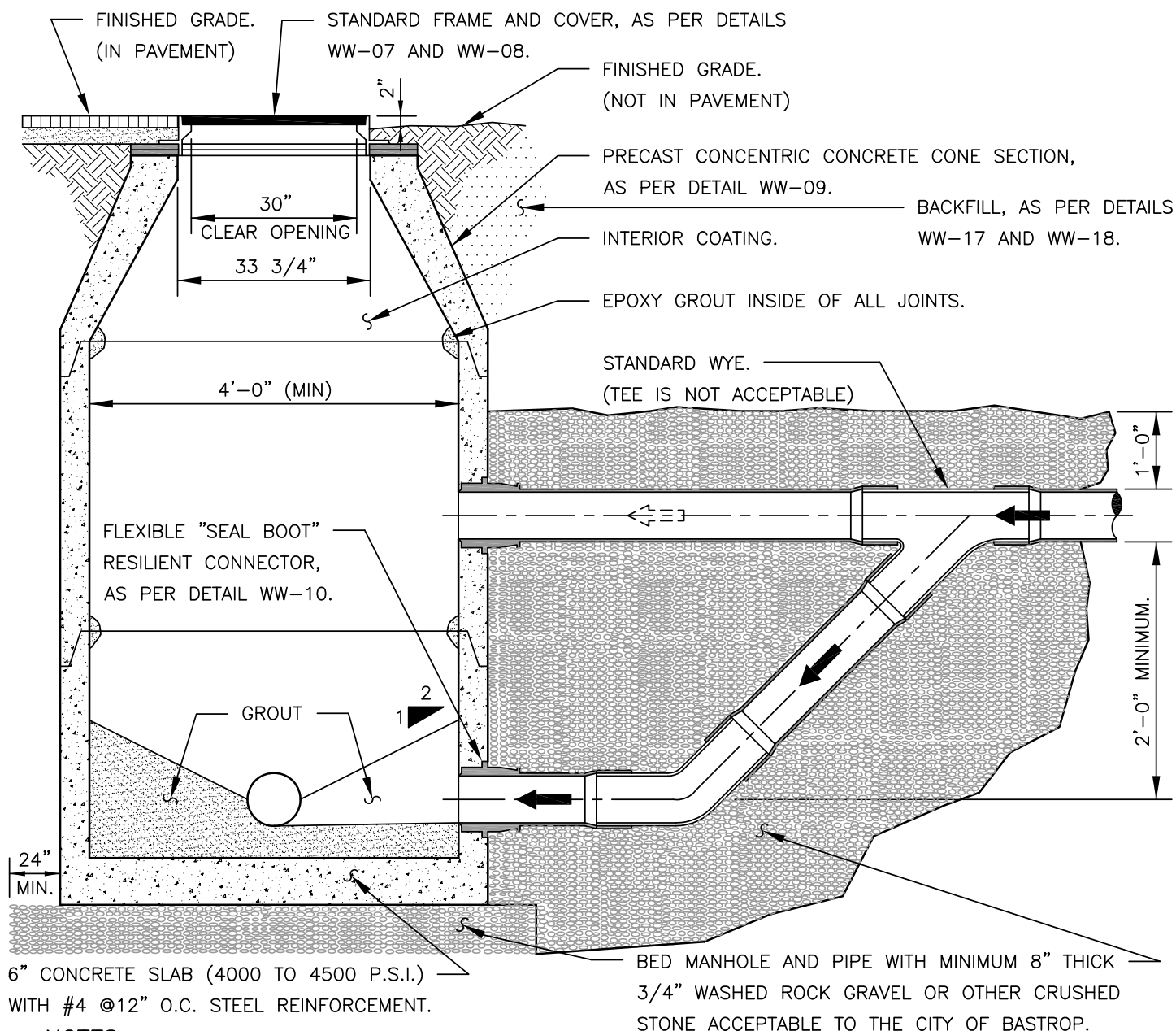




NOTES:

1. IF DROP IS SIX INCHES (6") TO TWO FEET (2'-0"), CONSTRUCTION OF DROP SHALL PROVIDE AN OVERSIZED INVERT TO EXTEND UNDER THE DROP CONNECTION.
2. SEE CONSTRUCTION PLANS FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE SIZES AND TYPES.
3. MANHOLES SHALL BE PRECAST ASTM C478 BELL AND SPIGOT WITH "O" RING JOINTS.
4. MANHOLES TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH. ADDITIONALLY, MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR H2O TRAFFIC LOADING.
5. ALL MANHOLE COVERS SHALL BE BOLTED AND GASKETED, WHEN MANHOLES ARE LOCATED OUTSIDE OF PAVEMENT.
6. FRAME ADJUSTMENT HEIGHT SHALL CONSIST OF FIVE INCHES (5") MINIMUM TO EIGHTEEN INCHES (18") MAXIMUM. GRADE RINGS SHALL BE WRAPPED WITH A HEAT-SHRINK THERMO-PLASTIC MATERIAL. HDPE GRADE RINGS, AS MANUFACTURED BY LABTECH, INCORPORATED, OR APPROVED EQUAL, MAY BE USED IN PAVEMENT AREAS ONLY.
7. FOR MANHOLES TO BE VENTED, SEE DETAILS WW-05 AND WW-06.
8. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO THE FLOW STREAM.
ALL P.V.C. PIPE SHALL BE REMOVED FROM INVERT.
9. BASE SECTION SHALL BE DESIGNED FOR H2O LOADING, PLUS EARTH LOAD AT 130 PCF.
10. ENTIRE INTERIOR OF WASTEWATER MANHOLES TO BE COATED WITH RAVEN 405, OR APPROVED EQUAL, WITH A UNIFORM THICKNESS OF 124 MILS AND A MINIMUM THICKNESS OF 100 MILS, APPLIED AFTER MANHOLE HAS PASSED THE VACUUM TEST.





NOTES:

1. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER IS LOCATED MORE THAN TWO FEET (2'-0") ABOVE THE MAIN INVERT CHANNEL.
2. SEE CONSTRUCTION PLANS FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE SIZES AND TYPES.
3. MANHOLES SHALL BE PRECAST ASTM C478 BELL AND SPIGOT WITH "O" RING JOINTS.
4. MANHOLES TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH. ADDITIONALLY, MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR H2O TRAFFIC LOADING.
5. ALL MANHOLE COVERS SHALL BE BOLTED AND GASKETED, WHEN MANHOLES ARE LOCATED OUTSIDE OF PAVEMENT.
6. FRAME ADJUSTMENT HEIGHT SHALL CONSIST OF FIVE INCHES (5") MINIMUM TO EIGHTEEN INCHES (18") MAXIMUM. GRADE RINGS SHALL BE WRAPPED WITH A HEAT-SHRINK THERMO-PLASTIC MATERIAL. HDPE GRADE RINGS, AS MANUFACTURED BY LABTECH, INCORPORATED, OR APPROVED EQUAL, MAY BE USED IN PAVEMENT AREAS ONLY.
7. FOR MANHOLES TO BE VENTED, SEE DETAILS WW-05 AND WW-06.
8. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO THE FLOW STREAM.
ALL P.V.C. PIPE SHALL BE REMOVED FROM INVERT.
9. BASE SECTION SHALL BE DESIGNED FOR H2O LOADING, PLUS EARTH LOAD AT 130 PCF.
10. ENTIRE INTERIOR OF WASTEWATER MANHOLES TO BE COATED WITH RAVEN 405, OR APPROVED EQUAL, WITH A UNIFORM THICKNESS OF 124 MILS AND A MINIMUM THICKNESS OF 100 MILS, APPLIED AFTER MANHOLE HAS PASSED THE VACUUM TEST.
11. WHEN P.V.C. PIPE IS USED IN SANITARY SEWER LINES, SOLVENT TYPE JOINT P.V.C. FITTINGS MAY BE UTILIZED IN THE DROP ASSEMBLY ONLY.

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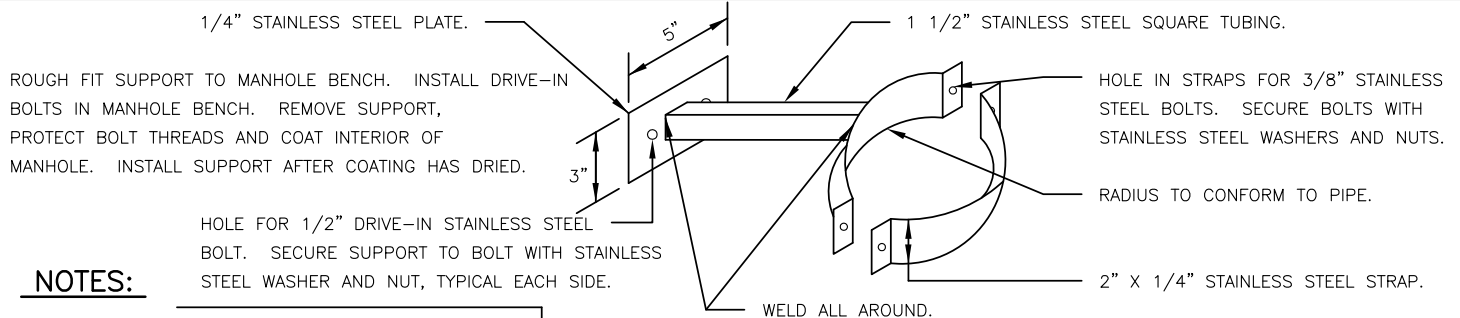
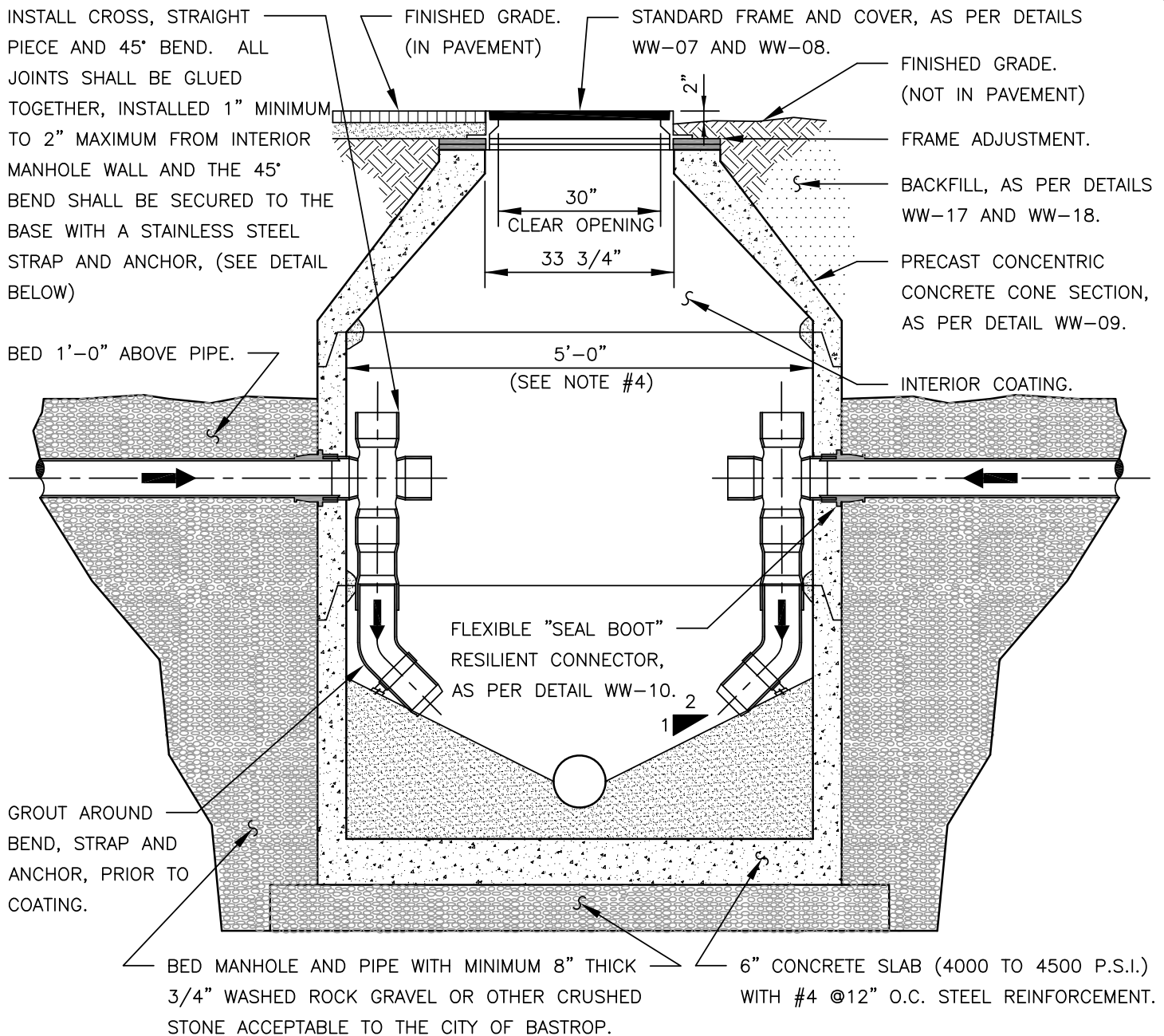
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

PRECAST CONCRETE WASTEWATER MANHOLE WITH DROP CONNECTION DETAIL

DRAWING NO:
WW-02





NOTES:

1. SEE NOTES #2 THROUGH #10 ON DETAIL WW-01.
2. DROP SERVICES SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER SERVICE IS LOCATED MORE THAN TWO FEET (2'-0") ABOVE THE MAIN INVERT CHANNEL.
3. WHEN P.V.C. PIPE IS USED IN SANITARY SEWER LINES, SOLVENT TYPE JOINT P.V.C. FITTINGS MAY BE UTILIZED IN THE DROP ASSEMBLY ONLY.
4. A 5'-0" MANHOLE IS REQUIRED FOR 1 OR 2 DROP SERVICES. IF THERE ARE MORE THAN 2 DROP SERVICES, A 6'-0" DIAMETER MANHOLE IS REQUIRED.

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USE OF THIS DETAIL.

CITY OF BASTROP

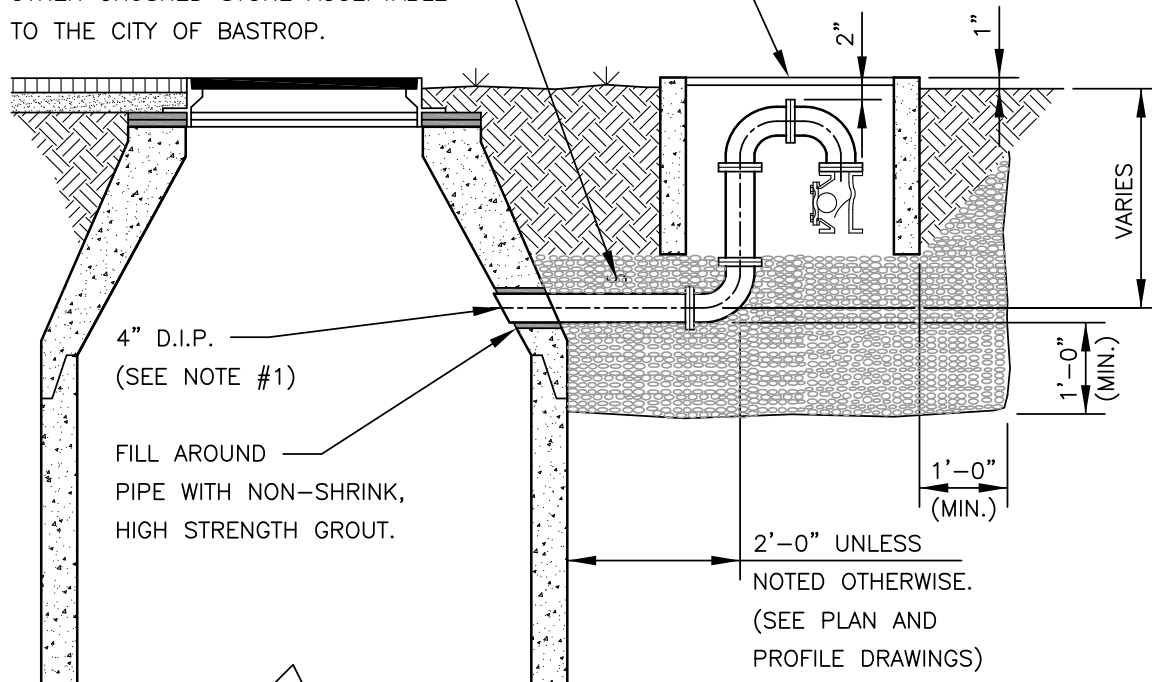
PRECAST CONCRETE WASTEWATER MANHOLE WITH DROP SERVICE DETAIL

**DRAWING NO:
WW-03**



PRECAST CONCRETE VAULT (36"X36" INSIDE)
WITH 4" THICK WALLS AND NO FLOOR. PROVIDE
BOLT DOWN H-20 1/4" METAL LID FOR TOP
OF VAULT, AS MANUFACTURED BY CONCRETE
PRODUCTS, INCORPORATED, OR APPROVED EQUAL.
(6" ABOVE TOP OF CURB, WHERE APPLICABLE)

BED PRECAST CONCRETE VAULT ON
3/4" WASHED ROCK GRAVEL OR
OTHER CRUSHED STONE ACCEPTABLE
TO THE CITY OF BASTROP.



SECTION VIEW
FLOMATIC MODEL 408 BALL CHECK VALVE
(SEE NOTE #4)

NOTES:

1. AIR VENT PIPE TO BE 4" D.I.P., CLASS 53 WITH FLANGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/AWWA C110/A21.10.
3. AIR VENT PIPE RISER SHALL BE INSTALLED TO A MINIMUM DEPTH FROM GROUND SURFACE AS POSSIBLE, PREFERABLY LOCATED IN THE CONCENTRIC CONCRETE CONE.
4. MINIMUM ELEVATION AT THE VENT OPENING SHALL BE 1 FOOT (1'-0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION. IF ELEVATION OF VENT OPENING IS LESS THAN 1 FOOT (1'-0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION, A FLOMATIC MODEL 408, PART #2145 BALL CHECK VALVE, OR APPROVED EQUAL, WITH FLOATING TYPE BALL, SHALL BE INSTALLED AT DOWN TURNED OPENING OF VENT. A 16 MESH 304 STAINLESS STEEL INSECT SCREEN SHALL BE PLACED IN THE OPENING.

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USE OF THIS DETAIL.

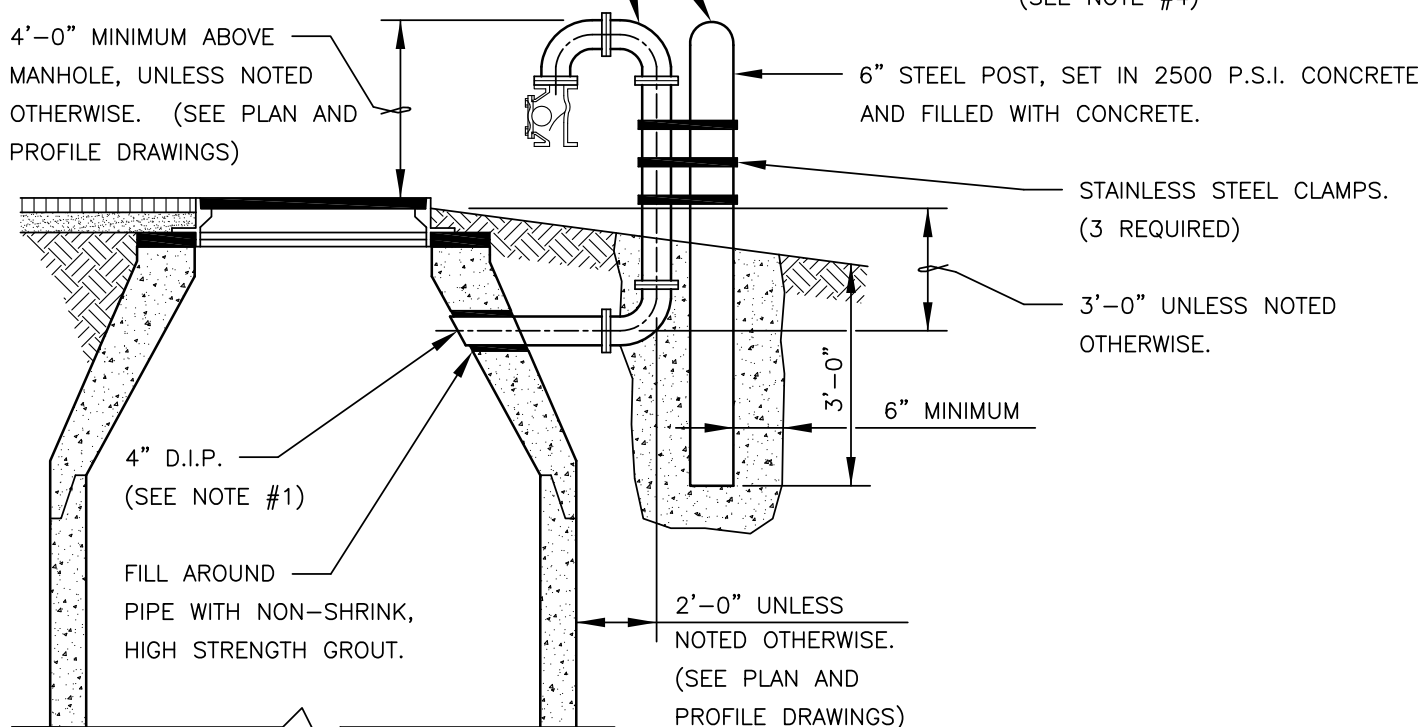
CITY OF BASTROP
**MANHOLE VENT FOR BELOW
GROUND INSTALLATION DETAIL
(DEVELOPED AREAS)**

DRAWING NO:
WW-05



EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND STEEL SUPPORT POST SHALL BE CLEANED, PREPARED, PRIMED AND PAINTED WITH RUST-OLEUM SAFETY GREEN ACRYLIC #5233402 PAINT, OR APPROVED EQUAL.

4'-0" MINIMUM ABOVE MANHOLE, UNLESS NOTED OTHERWISE. (SEE PLAN AND PROFILE DRAWINGS)



SECTION VIEW
FLOMATIC MODEL 408 BALL CHECK VALVE

(SEE NOTE #4)

6" STEEL POST, SET IN 2500 P.S.I. CONCRETE AND FILLED WITH CONCRETE.

STAINLESS STEEL CLAMPS.
(3 REQUIRED)

3'-0" UNLESS NOTED OTHERWISE.

6" MINIMUM

2'-0" UNLESS NOTED OTHERWISE.
(SEE PLAN AND PROFILE DRAWINGS)

NOTES:

1. AIR VENT PIPE TO BE 4" D.I.P., CLASS 53 WITH FLANGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/AWWA C110/A21.10.
3. AIR VENT PIPE RISER SHALL BE INSTALLED TO A MINIMUM DEPTH FROM GROUND SURFACE AS POSSIBLE, PREFERABLY LOCATED IN THE CONCENTRIC CONCRETE CONE.
4. MINIMUM ELEVATION AT THE VENT OPENING SHALL BE 1 FOOT (1'-0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION. IF ELEVATION OF VENT OPENING IS LESS THAN 1 FOOT (1'-0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION, A FLOMATIC MODEL 408, PART #2145 BALL CHECK VALVE, OR APPROVED EQUAL, WITH FLOATING TYPE BALL, SHALL BE INSTALLED AT DOWN TURNED OPENING OF VENT. A 16 MESH 304 STAINLESS STEEL INSECT SCREEN SHALL BE PLACED IN THE OPENING.

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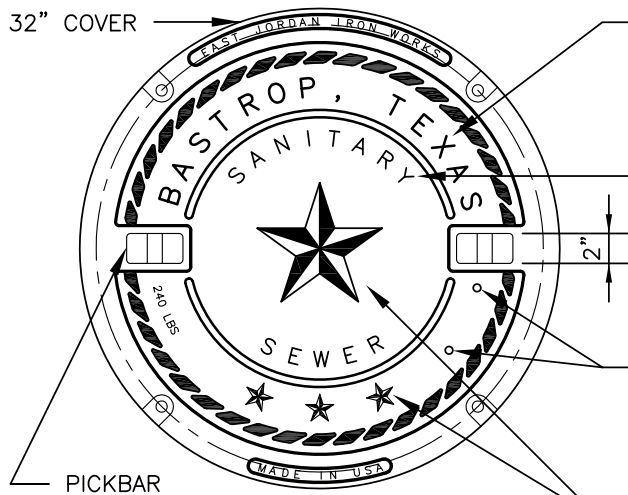
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**MANHOLE VENT FOR ABOVE
GROUND INSTALLATION DETAIL
(UNDEVELOPED AREAS)**

DRAWING NO:
WW-06





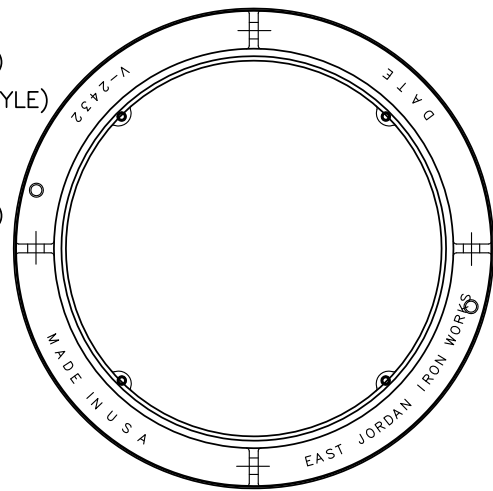
MANHOLE COVER PLAN VIEW

1 1/2" LETTERS
(RECESSED FLUSH)
(BOOKMAN OLD STYLE)

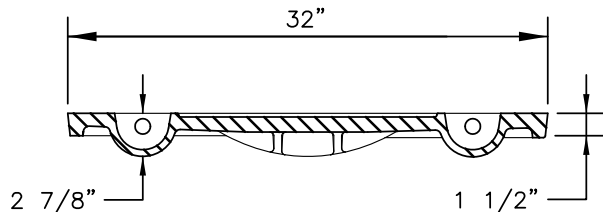
1" LETTERS
(RECESSED FLUSH)
(BOOKMAN OLD
STYLE)

DRILL HOLES FOR
NUMBER PLATE
(SEE NOTE #13)

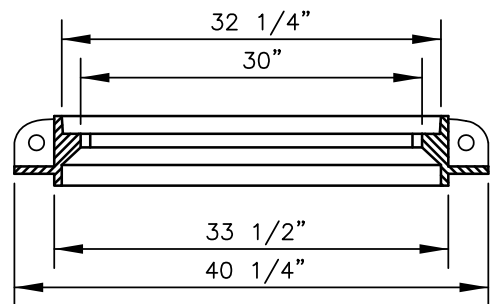
PROVIDE ETCHING
AROUND ALL STARS



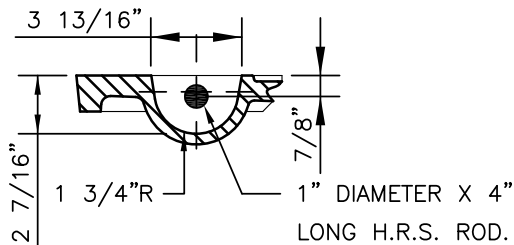
MANHOLE FRAME PLAN VIEW



MANHOLE COVER SECTION VIEW

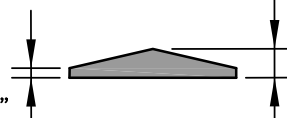


MANHOLE FRAME SECTION VIEW



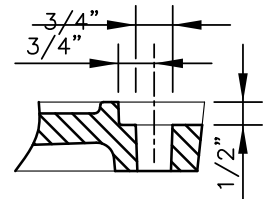
PICKBAR DETAIL

MIN. 3/32"
MAX. 1/8"



STAR SECTION VIEW

MIN. 1/4"
MAX. 3/8"



BOLT HOLE SECTION

NOTES:

- COVER AND FRAME SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR DRAINAGE, SEWER, UTILITY AND RELATED CASTINGS: AASHTO DESIGNATION M306-04.
- MANHOLE COVER SHALL BE MODEL NUMBER: V-2432-3, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE FRAME SHALL BE MODEL NUMBER: V-2432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE COVER AND FRAME ASSEMBLY, IF ORDERED AS A SET, SHALL BE MODEL NUMBER: V-2432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- ALL CORNERS AND EDGES SHALL HAVE A 1/16" MINIMUM AND 1/8" MAXIMUM RADIUS.
- MANHOLE COVERS SHALL BE CAST WITH TWO 1" DIAMETER STEEL PICKBARS.
- MANHOLE COVER WEIGHT SHALL BE 240 LBS. FOR DUCTILE IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF COVER.
- MANUFACTURER SHALL CERTIFY THAT EACH MANHOLE COVER MEETS HS-20 LOADING.
- FILLETS SHALL BE 1/4" RADIUS UNLESS OTHERWISE SPECIFIED.
- MANUFACTURER SHALL REMOVE EXCESS IRON AND MACHINE FINISH SEATING SURFACES TO NOTED DIMENSIONS.
- COVER SHALL BE DIPPED IN A WATER-BASED ASPHALTIC COATING, PRIOR TO SHIPMENT FROM FOUNDRY.
- BOLTS SHALL BE 5/8"-11NC X 2" LONG HEX STAINLESS STEEL WITH WASHER.
- MANUFACTURER SHALL DRILL 2-3/16"x1/2" DEEP HOLES FOR A MANHOLE NUMBER PLATE TO BE PROVIDED BY THE CITY OF BASTROP. THE TOP HOLE SHALL BE DRILLED 1" O.C. FROM THE BOTTOM OF THE PICKBAR AND THE BOTTOM HOLE SHALL BE DRILLED 4" O.C. FROM THE TOP HOLE.

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APPROVED**

**MAY 24, 2011
DATE**

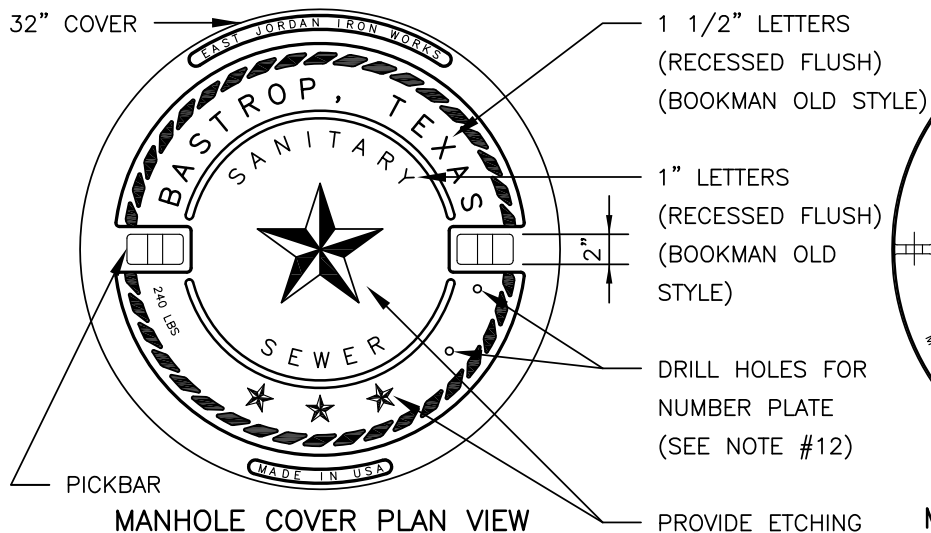
**THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.**

CITY OF BASTROP

**BOLTED WASTEWATER MANHOLE
COVER AND FRAME DETAIL**

**DRAWING NO:
WW-07**





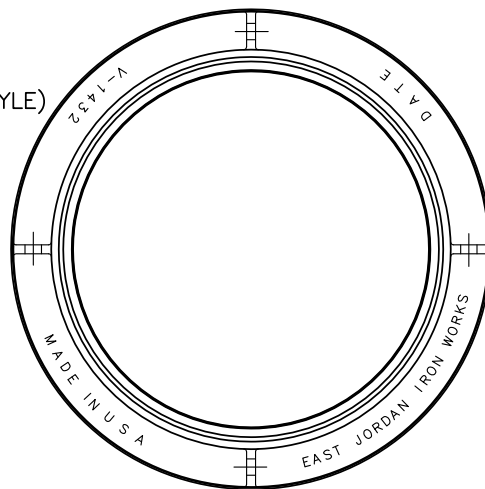
MANHOLE COVER PLAN VIEW

1 1/2" LETTERS
(RECESSED FLUSH)
(BOOKMAN OLD STYLE)

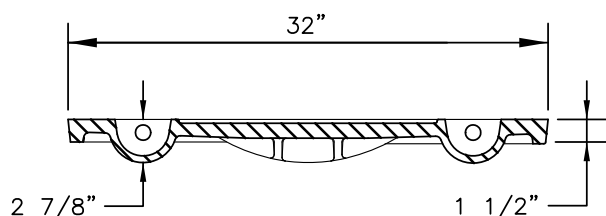
1" LETTERS
(RECESSED FLUSH)
(BOOKMAN OLD STYLE)

DRILL HOLES FOR
NUMBER PLATE
(SEE NOTE #12)

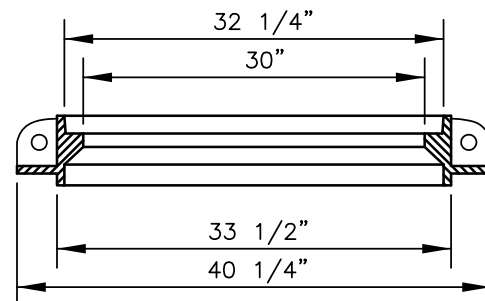
PROVIDE ETCHING
AROUND ALL STARS



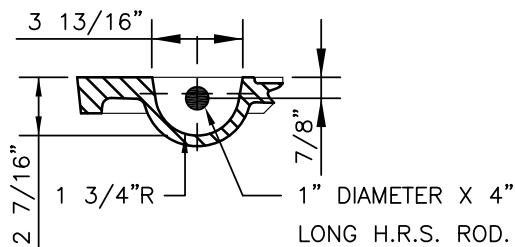
MANHOLE FRAME PLAN VIEW



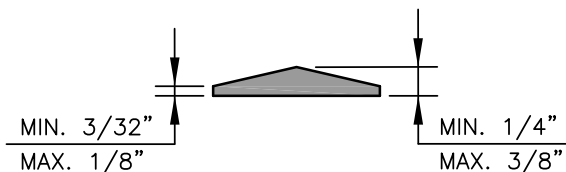
MANHOLE COVER SECTION VIEW



MANHOLE FRAME SECTION VIEW



PICKBAR DETAIL



STAR SECTION VIEW

NOTES:

- COVER AND FRAME SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR DRAINAGE, SEWER, UTILITY AND RELATED CASTINGS: AASHTO DESIGNATION M306-04.
- MANHOLE COVER SHALL BE MODEL NUMBER: V-1432-3, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
- MANHOLE FRAME SHALL BE MODEL NUMBER: V-1432, AS MANUFACTURED BY EAST JORDAN IRON WORKS, INCORPORATED, OR APPROVED EQUAL.
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- MANHOLE COVERS SHALL BE CAST WITH TWO 1" DIAMETER STEEL PICKBARS.
- MANHOLE COVER WEIGHT SHALL BE 240 LBS. FOR DUCTILE IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF COVER.
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- MANUFACTURER SHALL REMOVE EXCESS IRON AND MACHINE FINISH SEATING SURFACES TO NOTED DIMENSIONS.
- COVER SHALL BE DIPPED IN A WATER-BASED ASPHALTIC COATING, PRIOR TO SHIPMENT FROM FOUNDRY.
- MANUFACTURER SHALL DRILL 2-3/16"x1/2" DEEP HOLES FOR A MANHOLE NUMBER PLATE TO BE PROVIDED BY THE CITY OF BASTROP. THE TOP HOLE SHALL BE DRILLED 1" O.C. FROM THE BOTTOM OF THE PICKBAR AND THE BOTTOM HOLE SHALL BE DRILLED 4" O.C. FROM THE TOP HOLE.

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**MAY 24, 2011
DATE**

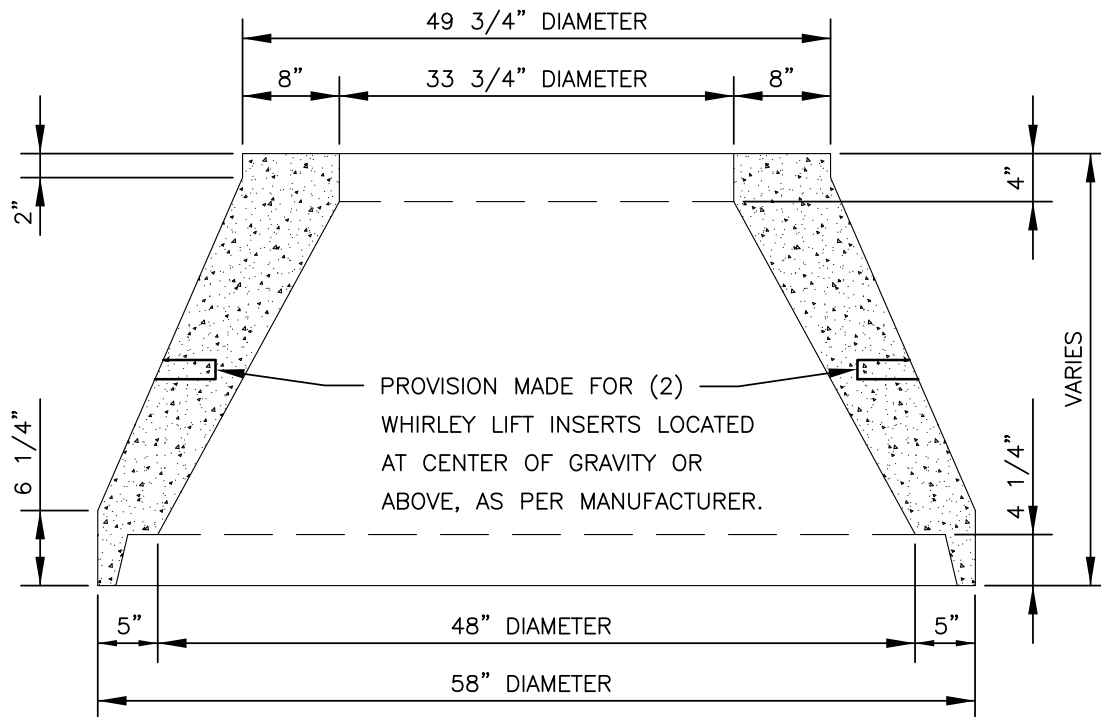
**THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.**

CITY OF BASTROP

**NON-BOLTED WASTEWATER MANHOLE
COVER AND FRAME DETAIL**

**DRAWING NO:
WW-08**





NOTE:

CONCENTRIC CONCRETE CONE SECTION SHALL BE MANUFACTURED USING 4000 TO 4500 P.S.I. CONCRETE, 28 DAY STRENGTH AND IN ACCORDANCE WITH ASTM C478, AS MANUFACTURED BY CONCRETE PRODUCTS, INCORPORATED, OR APPROVED EQUAL.

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DATE

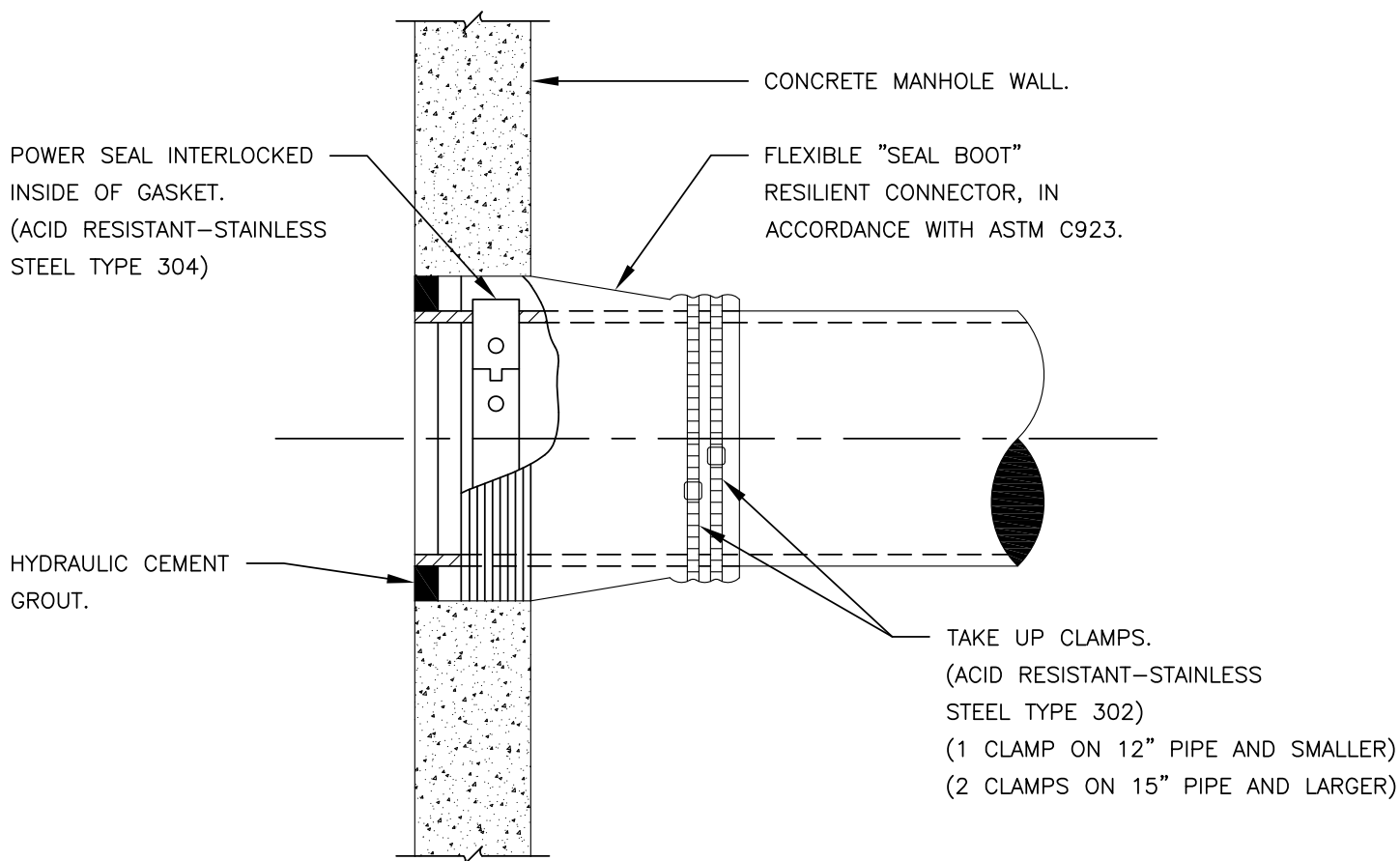
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**PRECAST 48" CONCENTRIC
CONCRETE CONE SECTION DETAIL**

DRAWING NO:
WW-09





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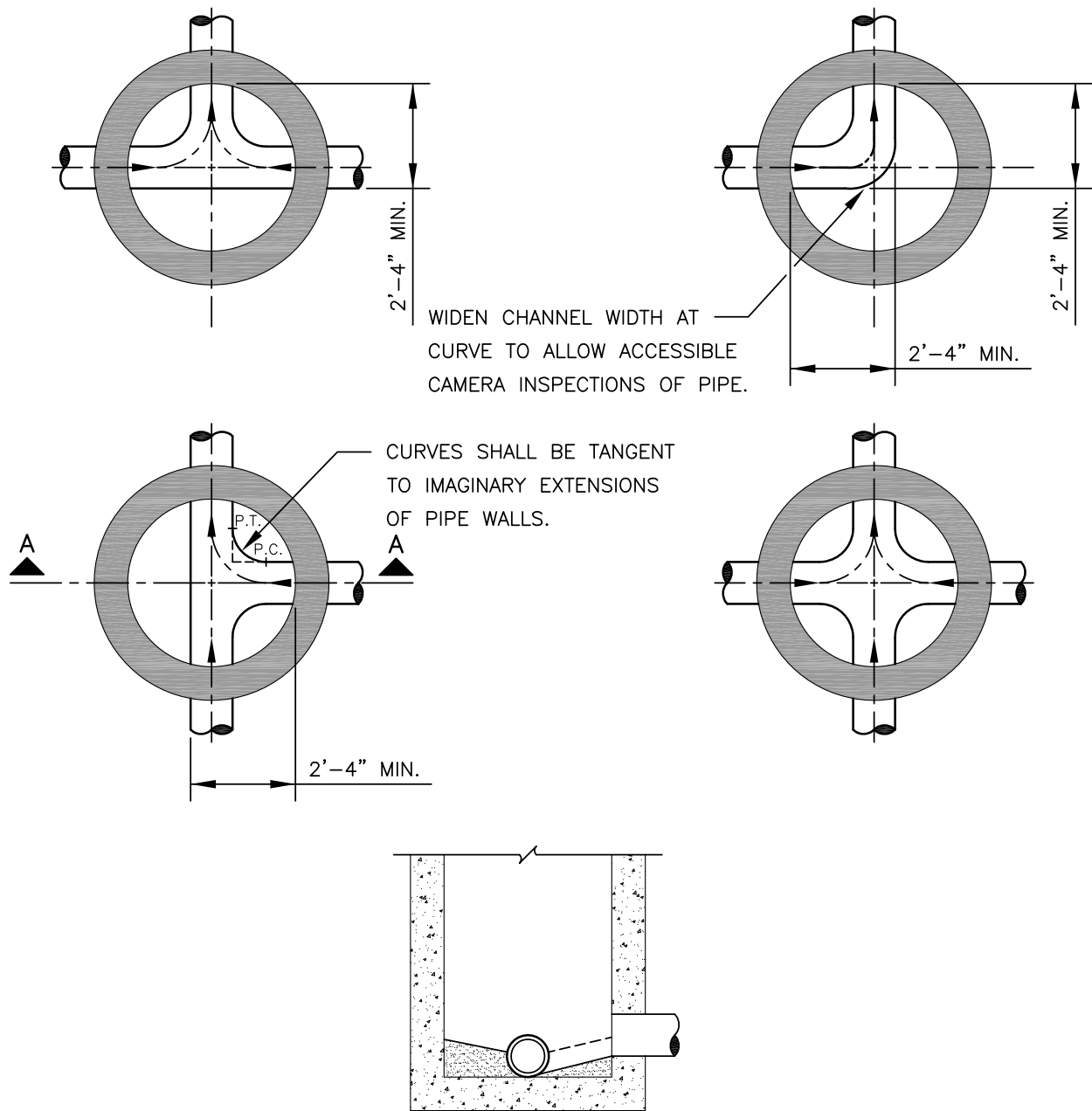
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

FLEXIBLE "SEAL BOOT" RESILIENT
CONNECTOR DETAIL

DRAWING NO:
WW-10





SECTION "A-A"

NOTES:

1. MINIMUM DROP FROM INLET TO OUTLET OF MANHOLE IS 0.1 FEET AND MAXIMUM DROP IS 2.5 FEET, UNLESS SPECIAL APPROVAL IS OBTAINED FROM THE CITY OF BASTROP.
2. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
3. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOW.
4. CHANNELS FOR FUTURE CONSTRUCTIONS, SHALL BE CONSTRUCTED WITH PIPE EXTENDING 3' BEYOND EXTERIOR OF MANHOLE WALL, WITH GLUED PLUG.
5. SLOPE MANHOLE BENCH AT 2:1 SLOPE FROM MANHOLE WALL TO CHANNEL.
6. INVERT CHANNEL SHALL BE A MINIMUM OF 1/2 THE DIAMETER OF THE LARGEST PIPE OR FOUR INCHES (4") DEEP.

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DATE

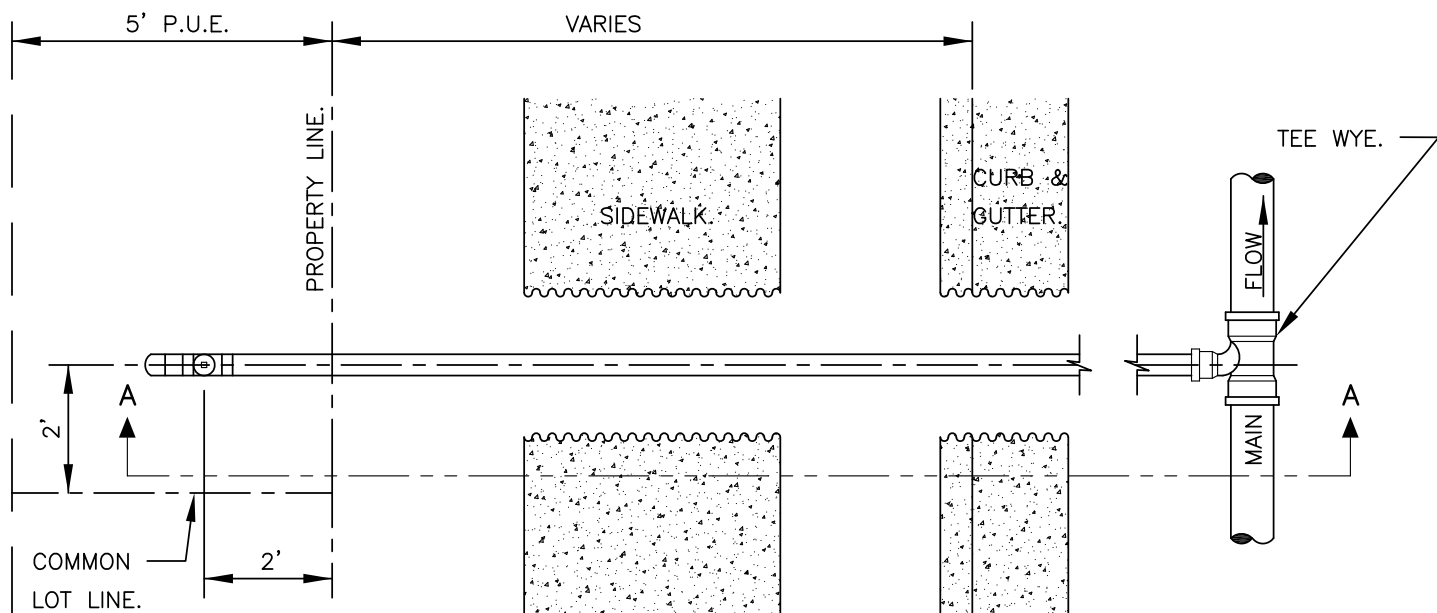
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

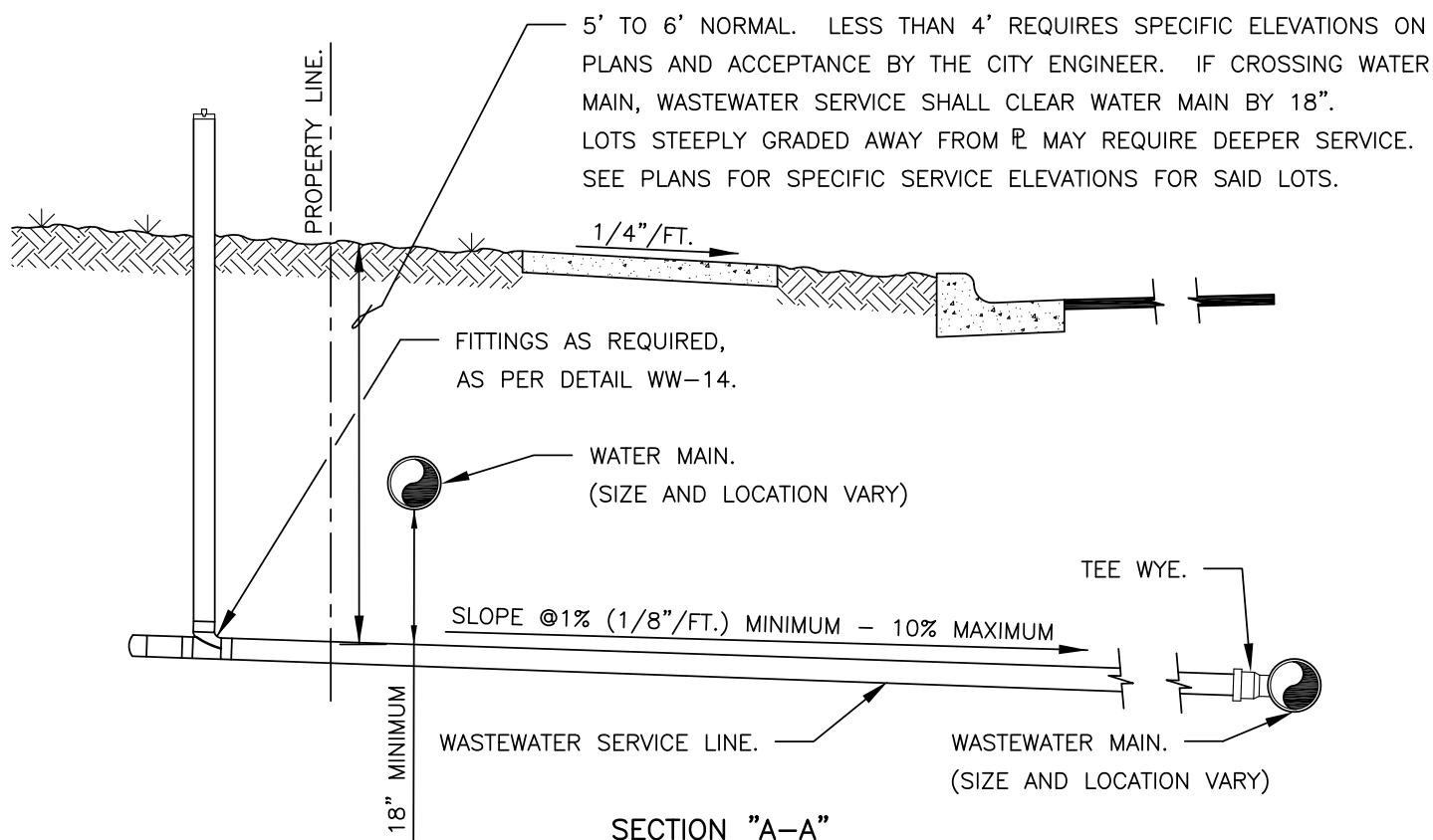
**WASTEWATER FLOW PATTERNS
FOR INVERT CHANNELS DETAIL**

DRAWING NO:
WW-11





PLAN VIEW



SECTION "A-A"

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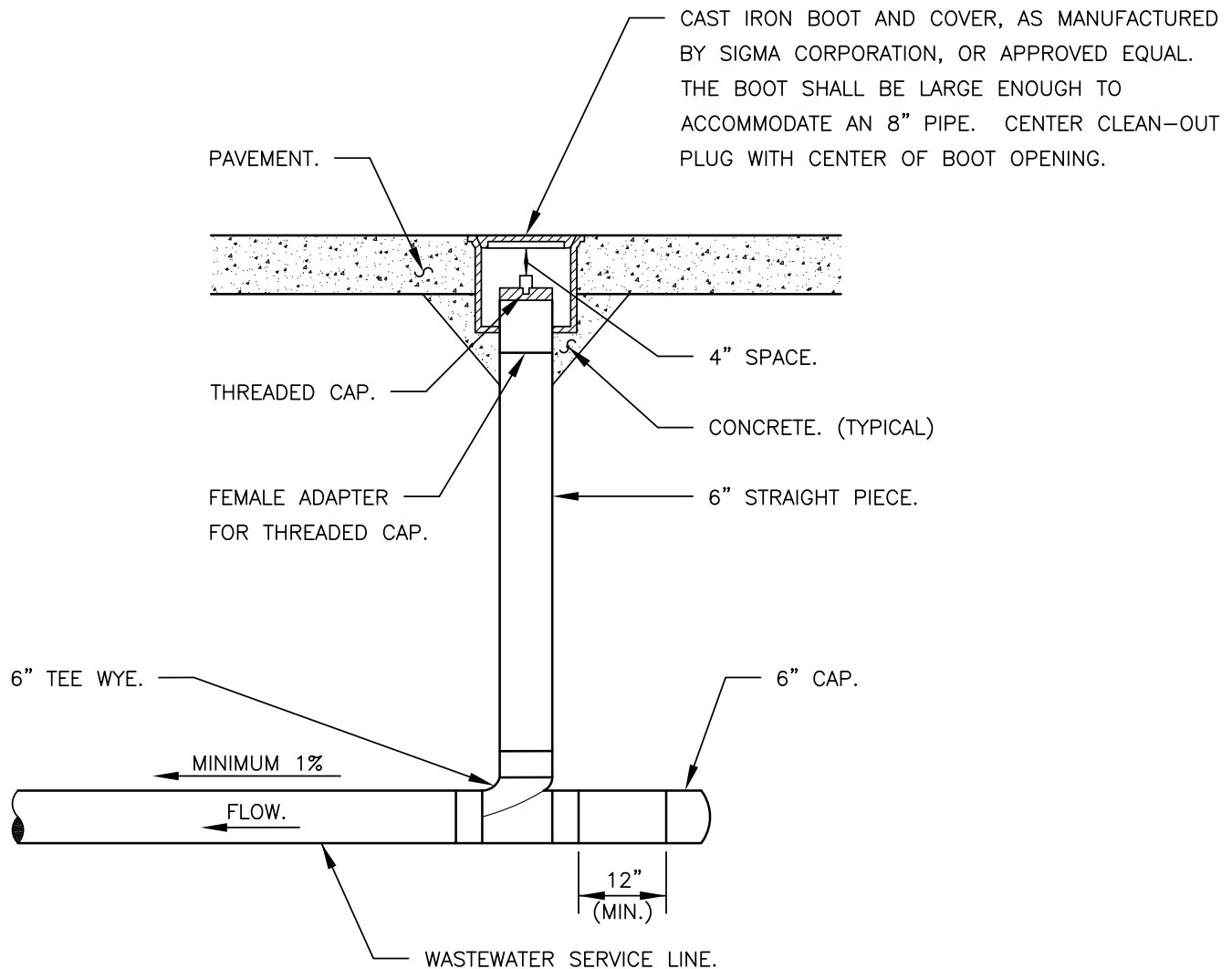
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

WASTEWATER SERVICE DETAIL

DRAWING NO:
WW-12





PROFILE VIEW

NOTES:

1. ALL PIPE AND FITTINGS TO BE SDR 26.
2. ALL FITTINGS SHALL BE SOLVENT WELD. CLEAR GLUE WILL NOT BE ACCEPTABLE.

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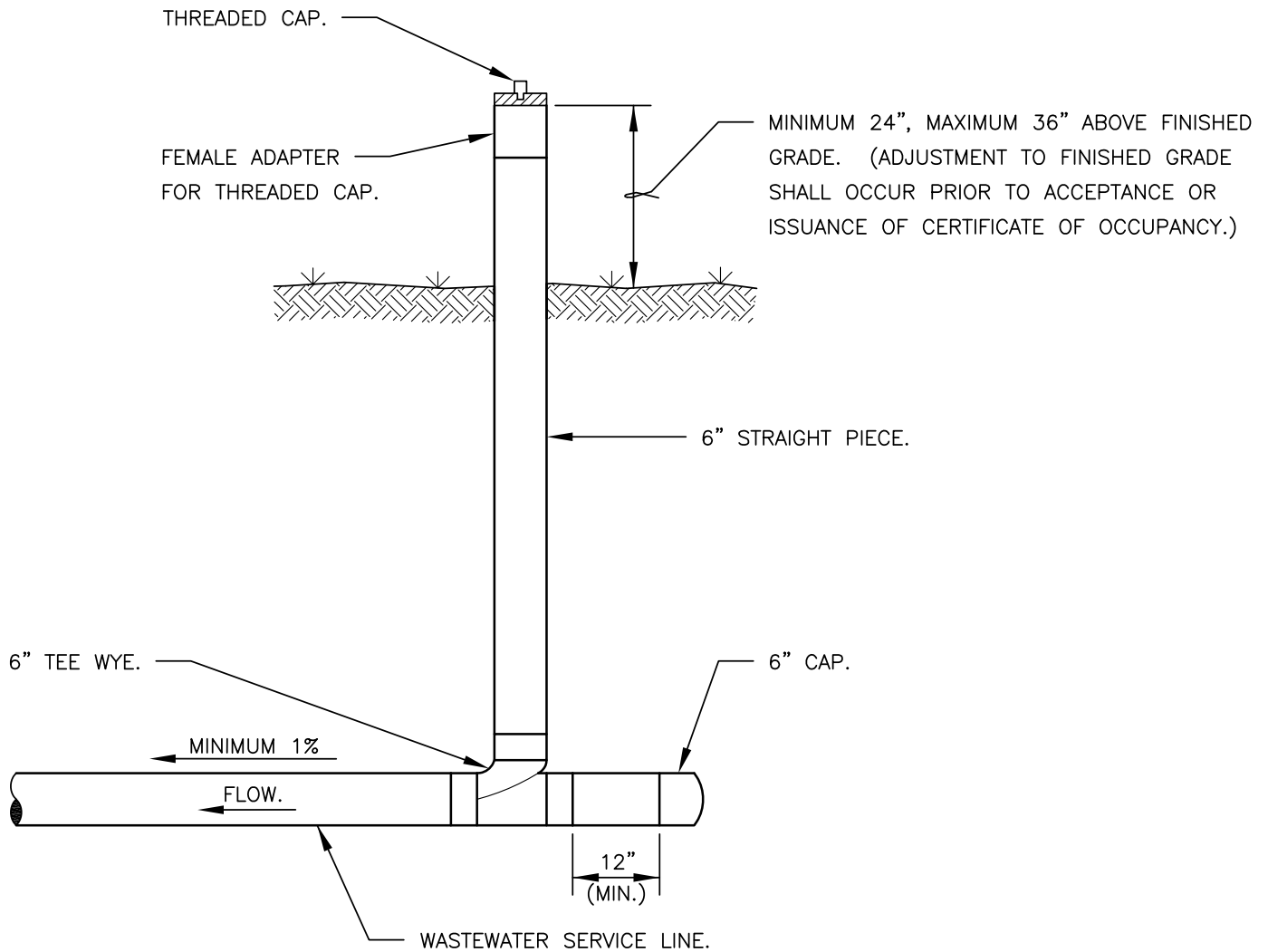
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**WASTEWATER CLEAN-OUT DETAIL
(PAVED SURFACE)**

DRAWING NO:
WW-13





PROFILE VIEW

NOTES:

1. ALL PIPE AND FITTINGS TO BE SDR 26.
2. ALL FITTINGS SHALL BE SOLVENT WELD. CLEAR GLUE WILL NOT BE ACCEPTABLE.

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DATE

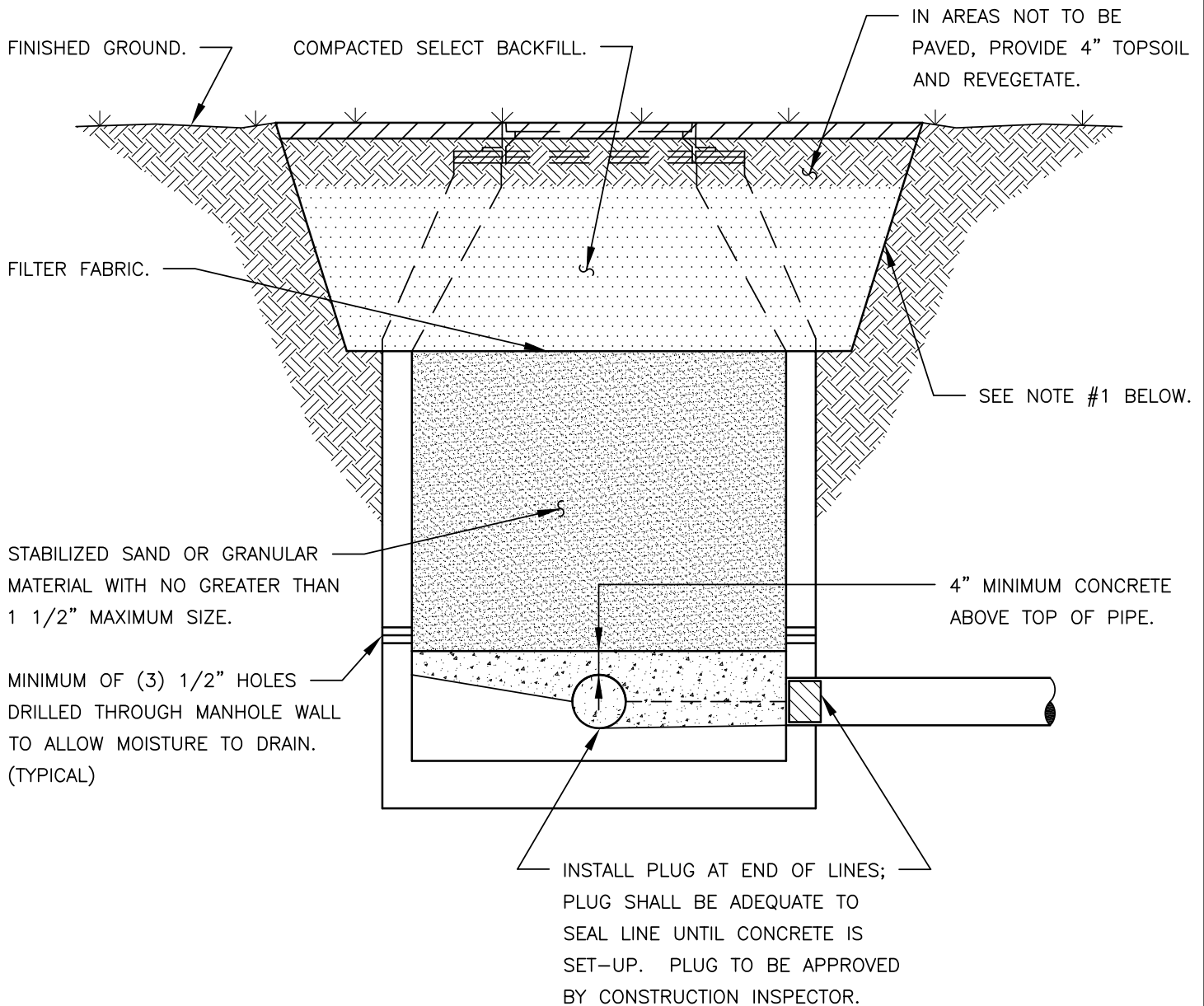
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**WASTEWATER CLEAN-OUT DETAIL
(NON-PAVED SURFACE)**

DRAWING NO:
WW-14





NOTES:

1. REMOVE ENTIRE CONE SECTION AND DEMOLISH STRUCTURE TWO FEET (2'-0") MINIMUM BELOW GROUND LEVEL.
2. IF LINE WHICH IS TO ABANDONED IN PLACE, EXTENDS UNDER EXISTING OR PROPOSED STRUCTURE, THEN THE ENTIRE LINE TO THE NEXT MANHOLE SHALL BE GROUTED OR SLURRY FILLED.
3. IF LINE IS NOT LOCATED UNDER A STRUCTURE, ABANDON EXISTING LINE IN PLACE BY PLUGGING BOTH ENDS OF LINE AND GROUTING AROUND PLUGS.
4. THE CONTRACTOR IS TO RECORD AND CERTIFY QUANTITIES OF GROUT OR SLURRY PUMPED. QUANTITIES MUST BE A MINIMUM OF 90% OF CALCULATED EXISTING VOID CAPACITY.

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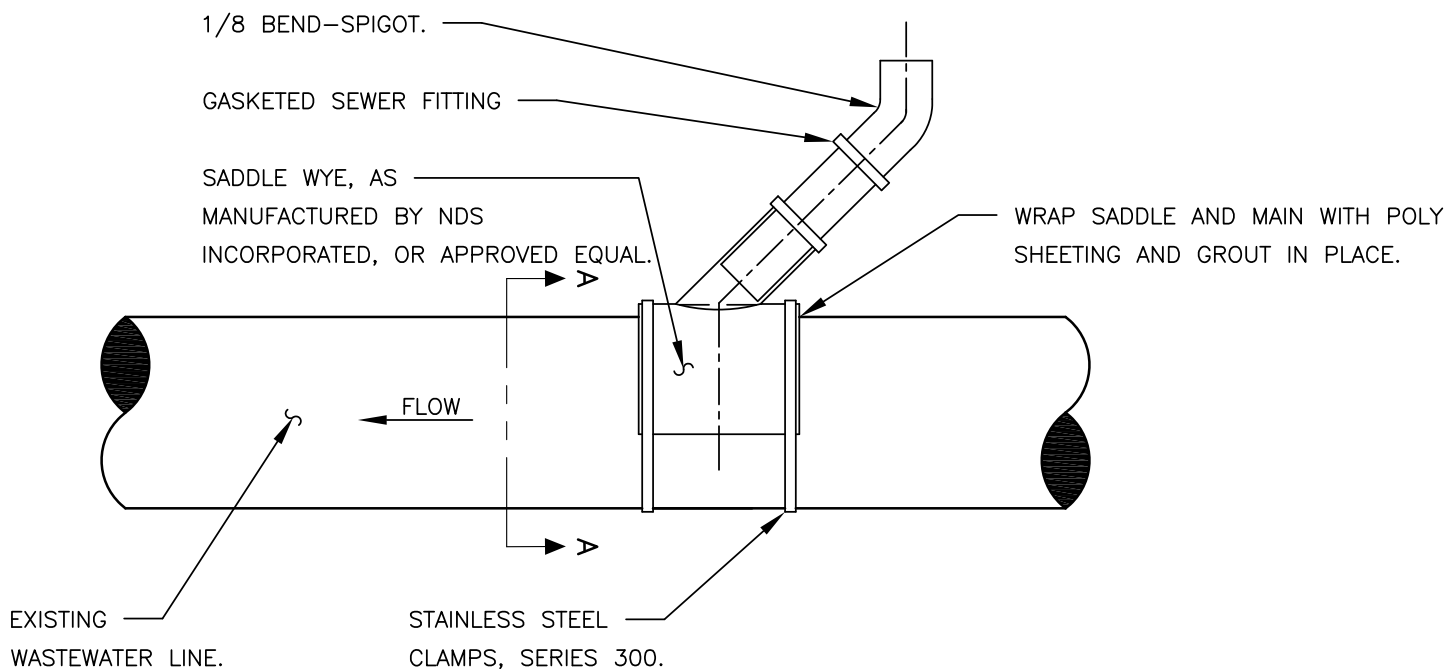
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

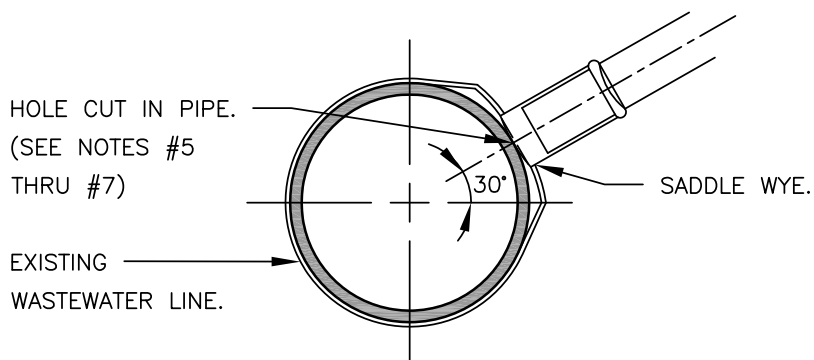
WASTEWATER MANHOLE ABANDONMENT DETAIL

DRAWING NO:
WW-15





PLAN VIEW



SECTION "A-A"

NOTES:

1. FLEXIBLE SADDLE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
2. EXCAVATE AROUND EXISTING WASTEWATER PIPE, EXPOSING SUFFICIENT ROOM FOR STAINLESS STEEL CLAMPS.
3. THOROUGHLY CLEAN AND DRY THE MATING SURFACE.
4. MARK THE SIZE OF THE HOLE TO BE CUT USING THE SADDLE ITSELF AS A TEMPLATE.
5. SAW OUT THE SECTION OF THE PIPE WHERE THE SADDLE WILL BE LOCATED, WITH A SABER OR KEY HOLE SAW. PIPE COUPONS SHALL BE REMOVED FROM EXISTING MAIN AND DISCARDED. PIPE CUTTINGS IN EXCESS OF 1" IN DIAMETER SHALL NOT BE LEFT IN EXISTING MAIN.
6. ENSURE SADDLE FITS HOLE PROPERLY.
7. PLACE GASKET SKIRT AND SADDLE OVER OPENING AND TIGHTEN BAND CLAMPS EVENLY UNTIL SADDLE IS FIRMLY ATTACHED TO THE PIPE. APPLY PRESSURE ON THE SADDLE AGAINST THE PIPE WHILE TIGHTENING THE CLAMPS AS INDICATED ABOVE. DO NOT OVER TIGHTEN, DO NOT STRIP THREAD.
8. SERVICE PIPE SHALL BE INSERTED FULLY TO CONTACT SEAT FORMED IN FITTING.
9. REPLACE THE BEDDING AND BACKFILL IN ACCORDANCE WITH THE TRENCH EMBEDMENT DETAILS (WW-18).

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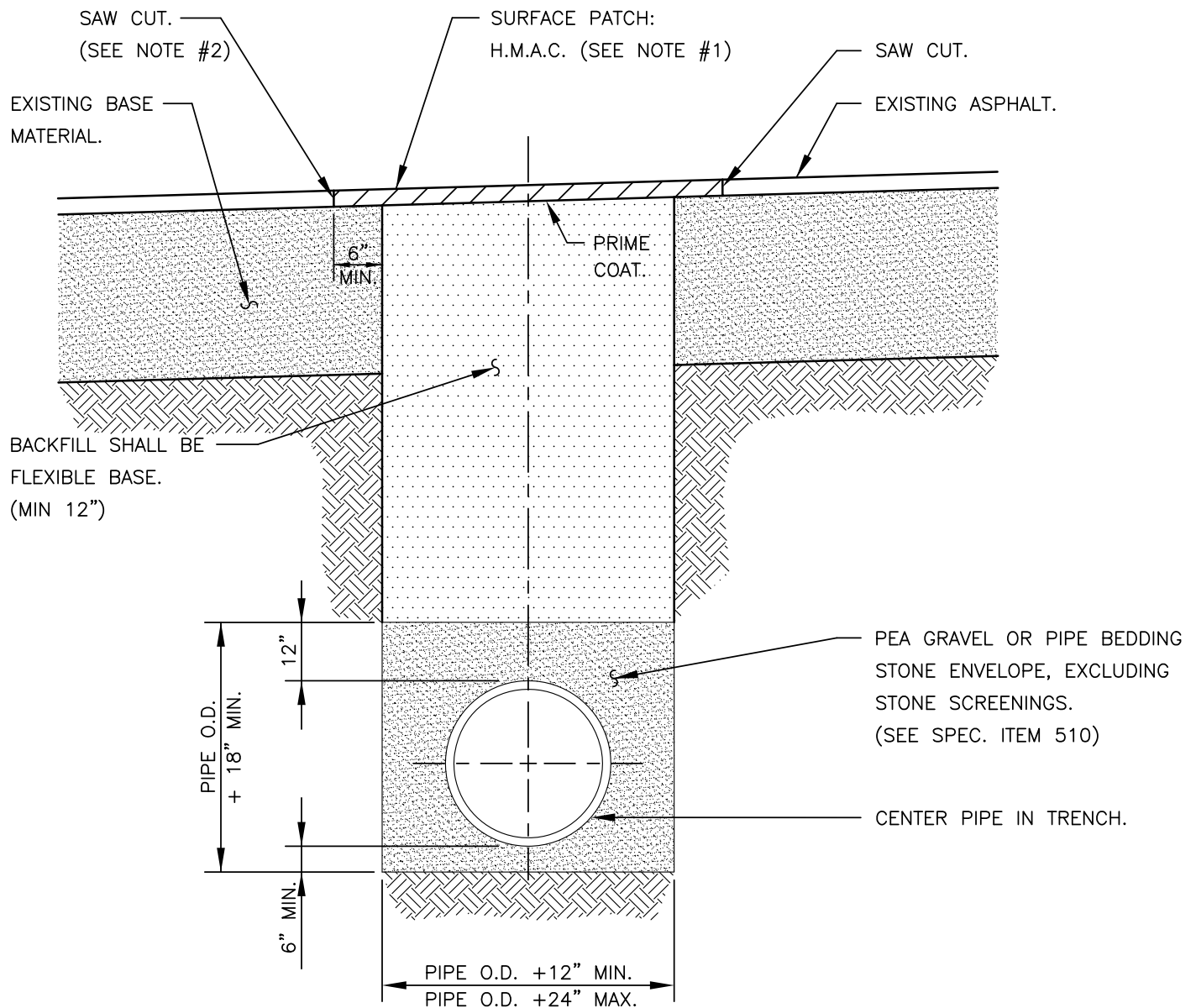
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

**WASTEWATER LATERAL CONNECTION
TO EXISTING WASTEWATER MAIN
DETAIL**

DRAWING NO:
WW-16





NOTES:

1. H.M.A.C. THICKNESS SHALL MATCH EXISTING ASPHALT THICKNESS AND NO LESS THAN 1 1/2".
2. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE WASTEWATER LINE TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER. FINISHED PATCH SHALL BE NEAT AND UNIFORM.
3. INSTALLATION OF BACKFILL, SAW CUTTING AND REMOVAL OF EXISTING PAVEMENT, AND SURFACE PATCH SHALL NOT BE PAID FOR SEPARATELY. COSTS FOR THESE ITEMS SHALL BE INCLUDED IN UNIT PRICE BID FOR WASTEWATER PIPE.
4. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BID FOR WASTEWATER PIPE.
5. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

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THE ARCHITECT/ENGINEER ASSUMES
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CITY OF BASTROP

WASTEWATER LINE BEDDING
AND PAVEMENT REPAIR DETAIL
(EXISTING PAVED SURFACE)

DRAWING NO:
WW-17

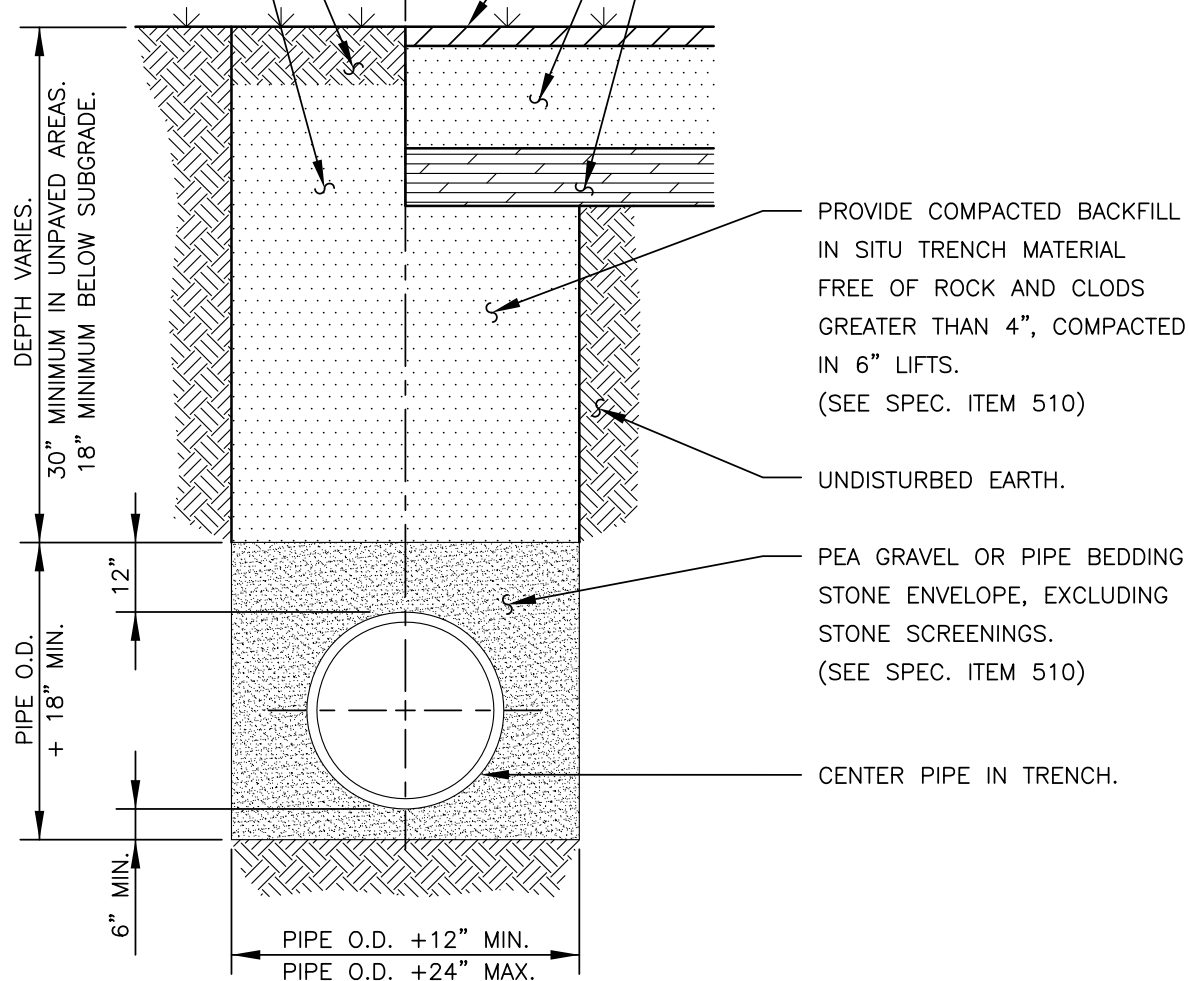


(A) PROVIDE 4" OF TOPSOIL AND REVEGETATE.

(B) PROVIDE COMPACTED BACKFILL IN SITU TRENCH MATERIAL FREE OF ROCK AND CLODS GREATER THAN 4", COMPACTED IN 6" LIFTS.

(SEE SPEC. ITEM 510)

SUBGRADE PREP, FLEXIBLE BASE
AND H.M.A.C. PER PAVEMENT PLANS,
UNDER SEPARATE PROCEDURE.



ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

WASTEWATER LINE BEDDING AND SURFACE REPAIR DETAIL

(NON-PAVED & PROPOSED PAVED SURFACES)





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 10A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.074 to conduct an annual performance evaluation of the City Manager as required by her employment agreement.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 10B

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 10C

TITLE:

City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding legal aspects of the City of Bastrop's Personnel Policies Manual.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 10D

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property located on MLK Drive.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 10E

TITLE:

City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding the law applying to the formation, adoption and implementation of land use, construction, and development codes, including public notices, public hearings, and public communications.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: December 10, 2019

AGENDA ITEM: 11

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

