



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
AUGUST 10, 2021 - 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

2. Recognition of the Budget Division for Receipt of the GFOA Distinguished Budget Presentation Award for the Fiscal Year beginning October 1, 2020.
3. Presentation of the Allen Convention and Visitors Bureau Annual Report by Boardmember Kirk Arnold.

Consent Agenda.

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

4. Approve Minutes of the July 27, 2021, Regular City Council Meeting.
5. Adopt an Ordinance Amending the Code of Ordinances, Chapter 8, "Licenses and Business Regulations," Article II, "Alcoholic Beverages," Section 8-16, "Sale of Alcoholic Beverages from a Package Liquor Store Prohibited Near Churches, Schools and Hospitals," by Amending Section 8-16 Regulating the "Sale of Alcoholic Beverages from a Package Liquor Store Prohibited Near Churches, Schools and Hospitals."
6. Award Bid and Authorize the City Manager to Execute a Contract with North

Rock Construction, LLC, for Parking Lot Improvements at Spirit Park in the Amount of \$266,010.

7. Authorize the City Manager to Execute a Professional Services Agreement with Alliance Geotechnical Group, Inc., for Professional Testing and Special Inspection Services for the Stephen G. Terrell Recreation Center in the Amount of \$355,760.

Regular Agenda.

8. Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Community Facilities and to Adopt Development Regulations, Concept Plan and Sign Elevations on Lot 1R, Block A, Ridgeview Memorial Park; Generally Located at the Southwestern Corner of the Intersection of Ridgeview Drive and U.S. Highway 75. [Turrentine Jackson Morrow]
9. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 55 with a Base Zoning of Commercial/Office for Lot 3R-2, Block A, Millennium Office Park By Amending the Regulations Pertaining to Temporary Events; Generally Located at the Northeastern Corner of the Intersection of Watters Creek Boulevard and Bethany Drive. [Marriott - Temporary Events]
10. Conduct a Public Hearing and Adopt an Ordinance to Amend the Allen Land Development Code, Amending: Section 4.06 The Application Process For Zoning Amendments; Sections 4.08.19, 4.15.1.1, 6.04.1.4, 6.06.9, 6.06.10, And 7.04.1.2 Changing The Word "Church" To "Religious Facility"; Section 4.10 Regarding Building Permit Requirements For Accessory Structures; Article IV Adding Section 4.11 "Commercial Accessory Use Regulations; Section 4.15.1 To Clarify Certain Setback Regulation; Section 4.20.2 By Removing The Uses "Beer & Wine Package Sales," "Beer & Wine Package Sales With Greater Than 50% Revenue From Beer & Wine" And "Dance/Martial Arts Studios" And Changing "Church, Temple Or Rectory" To Read "Religious Facility"; Section 4.20.3 By Removing The Use "Gymnastics/Dance Studio" And Adding The Use "Personal Service Business"; Section 4.20.4 By Changing The Word "Church" To "Religious Facility," Adding The Uses "Fitness And Health Center" And "Personal Service Business" And Changing The Phrase "Restaurant/Private Club" To "Private Club"; Section 4.20.5 "Schedule Of Accessory Uses - Central Business District" By Amending The Uses "Fitness And Health Center" And "Personal Service Business"; Section 6.01.1 "Purpose Of Specific Use Permits"; Section 6.03.6 "Restaurants With Food And Beverage Certificates—Permit Process," By Changing "Planning And Development Department" To Read "Community Development Department"; Repealing Section 6.03.8. "Beer And Wine Package Sales—Regulations" And Section 6.03.9 "Beer And Wine Package Sales Permit Process"; Section 6.04.1.4 By Amending Certain Regulations Regarding Seasonal Sales And Temporary Sales; Section 6.06.8 By Amending Regulations Pertaining To Donation Boxes; Section 7.03.4 "Outdoor Lighting" To Prohibit High Pressure Sodium Lamp Types And Permit Additional Types Of Parking Lot Lighting Elements; Table 7.04.1 By Changing "Church, Temple Or Rectory" To Read "Religious Facility"; Section 7.04.2 "Off-Street Loading" By Changing "SH 5" To Read "Greenville Avenue"; Section 7.07 "Fences And

Walls" By Deleting The Reference To "Appendix F" In Subsection 2.a, And Changing "Wrought Iron" To "Metal" In Subsection 4.f.; Section 7.08.4.a "Performance Standards" To Exclude Certain Residential Devices.; Section 8.03.3 "Preliminary Plat" And Section 8.03.4 "Final Plat" By Amending Certain Required Plat Notes Relating To Open Space; Section 8.11 By Amending Regulations Relating To The Types Of Permitted And Prohibited Streetlight Fixtures And Related Design And Installation Regulations; And Appendix A "Definitions," By Deleting Definitions For "Beer And Wine Package Sales," "Church, Temple Or Rectory," "Dance/Martial Arts Studio," "Gymnastics Training Center," And "Personal Service," Amending The Definition Of "Personal Service Business," Adding Definition For "Religious Facility;" Renumbering and/or Reformatting Sections 6.06.2, 6.06.3, 6.06.8, 6.06.10, 6.06.11, 6.06.13, 6.06.14, 6.06.15 Without Changing Any Text Except Otherwise Set Forth In This Ordinance.

Other Business.

11. Calendar.
 - August 13-15 - City Council Budget Workshop, Tanglewood Resort and Conference Center.
12. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

(Closed to Public as Provided in the Texas Government Code.)

13. Reconvene and Consider Action on Items Resulting from Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, August 6, 2021, at 5:00 p.m..

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	August 10, 2021
SUBJECT:	Recognition of the Budget Division for Receipt of the GFOA Distinguished Budget Presentation Award for the Fiscal Year beginning October 1, 2020.
STAFF RESOURCE:	Chris Landrum, Assistant Chief Financial Officer Rebecca Brack, Budget Officer
ACTION PROPOSED:	Recognition of the Budget Division for Receipt of the GFOA Distinguished Budget Presentation Award for the Fiscal Year beginning October 1, 2020.

BACKGROUND

The Distinguished Budget Presentation Award has been awarded to the City of Allen by the Government Finance Officer Association of the United States and Canada (GFOA) for the Annual Budget for the fiscal year beginning October 1, 2020.

The Distinguished Budget Presentation Award represents a significant achievement by the City. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting.

In order to receive the Distinguished Budget Presentation Award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as: a policy document, a financial plan, an operations guide, a communications device. This is the twenty-second consecutive year that the City has received this award.

The Fiscal Year 2021-2022 Annual Budget will be submitted to the GFOA for award consideration. We expect to receive the award again from GFOA. The Distinguished Budget Presentation plaque will be presented to the City Council with a brief presentation and recognition of the Budget Division staff that were involved in the preparation of the Annual Budget.

ATTACHMENTS:

Award Certificate
Award News Release



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Allen
Texas**

For the Fiscal Year Beginning

October 01, 2020

Christopher P. Morill

Executive Director



The Government Finance Officers Association of the United States and Canada

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Finance Department
City of Allen, Texas**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Christopher P. Morill

Date: **May 07, 2021**

FOR IMMEDIATE RELEASE

May 07, 2021

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Allen, Texas**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

August 10, 2021

SUBJECT:

Approve Minutes of the July 27, 2021, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

JULY 27, 2021

Present:

Kenneth Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Chris Schulmeister

Dave Shafer

City Staff:

Eric Ellwanger, City Manager (absent)

Eric Strong, Deputy City Manager (absent)

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, July 27, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Introduction of Tommy Baril, President of the Allen Community Development Corporation.**
- 2. Presentation Regarding Maintenance of Screening Walls and Neighborhood Common Improvements.**
- 3. Committee Updates from City Council Liaisons.**
- 4. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:51 p.m. on Tuesday, July 27, 2021.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, July 27, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizen's Comments.

The following residents spoke on the value of trails to our community, the need for trail connectivity, maintenance, and markers along trails for emergencies:

- Curtis Mitchell, 705 Bray Central #7205, Allen, Texas; and
- Lisa Witherington, 1203 Riverside Court, Allen, Texas.

2. Recognition of the Keep Texas Beautiful Award Winners.

- Gold Star Affiliate Award – Keep Allen Beautiful
- Sustained Excellence (2019-21) – Keep Allen Beautiful
- Ruthe Jackson Individual Youth Award – Meghan Holloran

3. Presentation of the Allen Community Development Corporation's Annual Report by President Tommy Baril.

Consent Agenda

Councilmember Cornette requested item 5 be removed from the Consent Agenda.

Councilmember Shafer requested item 7 be removed from the Consent Agenda.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to adopt the remaining items on the Consent Agenda as follows:

4. Approve Minutes of the July 13, 2021, Regular City Council Meeting.

6. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Collin College to Allow the Collin College to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

RESOLUTION NO. 3840-7-21(R): A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

8. **Authorize the City Manager to Purchase Bi-Directional Antennas, Associated Equipment, and Installation from Larson Associates USA, Inc., to Increase Public Safety Radio Communications within the Allen Police Headquarters and Allen City Hall in the Amount of \$100,426.**
9. **Receive the Financial Report for Period Ending June 30, 2021.**
10. **Receive the Quarterly Investment Report for Period Ending June 30, 2021.**
11. **Transmit the Proposed 2021-2022 City Budget and the Proposed 2022-2026 Capital Improvement Program.**

The motion carried.

Mayor Fulk moved to Agenda Item 5.

5. **Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between Collin County and the City of Allen for Ridgeview Drive.**

RESOLUTION NO. 3839-7-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF ALLEN AND COLLIN COUNTY, TEXAS, CONCERNING THE CONSTRUCTION OF RIDGEVIEW DRIVE FROM ALMA DRIVE TO WATTERS BRANCH CREEK, 2007 BOND PROJECT RI070072; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to adopt Resolution No. 3839-7-21(R), as previously captioned, approving the terms and conditions of an interlocal cooperation agreement for the construction of Ridgeview Drive from Alma Drive to Watters Branch Creek. The motion carried.

7. **Authorize the City Manager to Execute a Contract with Arredondo, Zepeda & Brunz, LLC, for the Design of the Rowlett Trail Extension - South Section in the Amount of \$210,416.**

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Cornette, the Council voted six (6) for and one (1) opposed, with Councilmember Shafer casting the negative vote, authorizing the City Manager to execute a contract with Arredondo, Zepeda & Brunz, LLC, for the design of the Rowlett Trail Extension. The motion carried.

Regular Agenda

12. **Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Tax Rate.**

MOTION: Upon a motion made by Councilmember Meis and a second by Councilmember Shafer, the Council voted seven (7) for with Mayor Fulk, Mayor Pro Tem Brooks, and Councilmembers Meis, Clemencich, Cornette, Schulmeister and Shafer voting in favor, and none (0) opposed to set Tuesday, September 14, 2021, at 7:00 p.m., at Allen City Hall, 305 Century Parkway, Allen, Texas, as the date, time and place for the Public Hearing and vote on the proposed City Tax

Rate of 48.29 cents per \$100 of appraised value for the Fiscal Year 2021-2022. The motion carried.

13. Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Budget.

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Schulmeister, the Council voted seven (7) for and none (0) opposed to set Tuesday, September 14, 2021, at 7:00 p.m. at Allen City Hall, 305 Century Parkway, Allen, Texas, as the date, time and place for the Public Hearing on the City's Proposed Fiscal Year 2021-2022 Budget in accordance with Article IV, Section 4.04 of the City Charter. The motion carried.

Mayor Fulk announced Agenda Items 14 and 15.

14. Conduct a Public Hearing and Adopt a Resolution to Approve a Substantial Amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

15. Conduct a Public Hearing and Adopt a Resolution to Approve the 2021-2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

Mayor Fulk opened the public hearings for Agenda Items 14 and 15 and asked anyone wishing to speak for or against these items to do so at this time.

With no one speaking, Mayor Fulk closed the Public Hearings.

RESOLUTION NO. 3841-7-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE 2020-2024 CONSOLIDATED PLAN AND THE 2020-2021 ANNUAL ACTION PLAN; AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 3842-7-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE 2021-2022 ANNUAL ACTION PLAN; AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Schulmeister and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 3841-7-21(R), as previously captioned, approving a substantial amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant Program, and to approve Resolution No. 3842-7-21(R), as previously captioned, approving the 2021-2022 Annual Action Plan for the Community Development Block Grant Program. The motion carried.

Other Business

16. Calendar.

- Councilmember Cornette invited everyone to visit the Allen Post of the VFW at the Gun and Knife Show at Southfork Ranch - August 7-8. He encouraged those interested in the VFW to visit the post at their meetings held on the 2nd Wednesday of each month at the Train Depot.

17. Items of Interest.

- Mayor Fulk recognized a Boy Scout from Troop 499 in attendance for the Citizenship in the Community Merit Badge.
- Mayor Fulk announced his charity of the month as The Samaritan Inn.
- Mayor Pro Tem Brooks congratulated Fire Chief Boyd as recipient of the 2021 Kiwanis “Spirit of Community” award.
- Mayor Pro Tem Brooks recognized the Community Services Department for their timely response to a concrete failure on Greenville Avenue over the past weekend.
- Mayor Pro Tem Brooks encouraged the public to participate in the ACO “Fill the Bus” campaign as part of the Family Fest Back to School program at Allen Event Center.

Executive Session

The Executive Session was not held.

18. Reconvene and Consider Action on Items Resulting from Executive Session.

Adjournment

MOTION: Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:16 p.m. on Tuesday, July 27, 2021. The motion carried.

These minutes approved on the 10th day of August 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

August 10, 2021

SUBJECT:

Adopt an Ordinance Amending the Code of Ordinances, Chapter 8, "Licenses and Business Regulations," Article II, "Alcoholic Beverages," Section 8-16, "Sale of Alcoholic Beverages from a Package Liquor Store Prohibited Near Churches, Schools and Hospitals," by Amending Section 8-16 Regulating the "Sale of Alcoholic Beverages from a Package Liquor Store Prohibited Near Churches, Schools and Hospitals."

STAFF RESOURCE:

Marc Kurbansade, Community Development Director

BACKGROUND

The purpose of this amendment is to provide clarification in our current Code of Ordinances as it pertains to establishments that engage in the sale of alcoholic beverages. The proposed amendments provide congruence with current Texas Alcoholic Beverage Code, and also provide means for variance from these requirements as is permissible by Texas Alcoholic Beverage Code. No modifications to distance requirements have been made in this amendment; therefore, those regulations will remain the same.

Attached is a draft ordinance of the proposed amendments. The proposed amendments have gone through a review process with participation from the City Attorney as well as other City staff.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the City of Allen Code of Ordinances.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY RETITLING AND AMENDING SECTION 8-16 “SALE OF ALCOHOLIC BEVERAGES FROM A PACKAGE LIQUOR STORE PROHIBITED NEAR CHURCHES, SCHOOLS, AND HOSPITALS”; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, having considered the recommendation of City Administration and in order to conform to certain amendments adopted this date to the Allen Land Development Code, the City Council of the City of Allen, Texas, finds it to be in the public interest to amend Section 8-16 of the Code of Ordinances of the City of Allen relating to sale of alcoholic beverages near churches, schools and hospitals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Allen, Collin County, Texas, be and the same is hereby amended by retitling and amending Section 8-16 “Sale of Alcoholic Beverages from a Package Liquor Store Prohibited Near Churches, Schools and Hospitals” to read as follows:

Sec. 8-16. – Sale of alcoholic beverages prohibited near churches, schools, and hospitals.

- (a) No person may sell alcoholic beverages if the place of business is within:
 - (1) three hundred feet of a church, public or private school or public hospital;
 - (2) one thousand feet of a public school, if the city council by resolution approves a request from the board of trustees of a school district under Texas Education Code § 38.007 to establish such limitation; or
 - (3) one thousand feet of a private school, if the city council by resolution approves a request from the governing body of the private school to establish such limitation.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold, and the public or private school shall be:
 - (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- (c) For purposes of this section, the phrase “private school” shall have the meaning assigned to it by Section 109.33 of the Texas Alcoholic Beverage Code, as amended.

- (d) For purposes of this section, the phrase “package liquor store” shall mean a premises which holds a package store permit issued by the Texas Alcoholic Beverage Commission pursuant to Chapter 22 of the Texas Alcoholic Beverage Code, as amended.
- (e) This Section shall not be applicable to a package liquor store if:
 - (1) The package liquor store is a hotel that holds a package store permit issued by the Texas Alcoholic Beverage Commission and the sale of liquor pursuant to such permit is solely made to bona fide guests of the hotel in their rooms for consumption in their rooms; or
 - (2) The package liquor store is a premises that holds a package store permit issued by the Texas Alcoholic Beverage Commission and the sole activity performed at the premises pursuant to such permit is the sale of liquor to holders of airline beverage permits as provided in Section 34.05 of the Texas Alcoholic Beverage Code, as amended.”
- (f) Subsections (a)(2) and (3) of this section do not apply to the holder of:
 - (1) a retail on-premises consumption permit or license if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages;
 - (2) a retail off-premises consumption permit or license if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or
 - (3) a wholesaler's, distributor's, brewer's, distiller's and rectifier's, or winery permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are ordinarily used and understood in Chapter 102 of the Texas Alcoholic Beverage Code, as amended.
- (g) Subsections (a)(2) and (3) of this section do not apply to a performing arts facility leased to a nonprofit organization under a policy adopted under Section 11.179, Texas Education Code.
- (h) The city council may allow variances to the regulations set forth in Section 8-16(a) if the city council determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the city.
- (i) Notwithstanding Section 8-16(a), Section 6.03 of the Allen Land Development Code, as amended, shall control the regulation of the distance between private clubs and/or restaurants serving alcoholic beverages and public or private schools, churches, and public hospitals.

SECTION 2. All ordinances of the City of Allen, Collin County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this ordinance is governed by prior law and the Code of Ordinances of the City of Allen, as previously amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinance of the City of Allen, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each, and every day such violation shall continue be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately, from and after its passage in accordance with its provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF AUGUST 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:8/3/2021:123838)

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	August 10, 2021
SUBJECT:	Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction, LLC, for Parking Lot Improvements at Spirit Park in the Amount of \$266,010.
STAFF RESOURCE:	Kate Meacham, Parks and Recreation Director
ACTION PROPOSED:	Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction, LLC, for Parking Lot Improvements at Spirit Park in the Amount of \$266,010.

BACKGROUND

The Parking Lot Improvement project at Spirit Park is designed to add additional parking to offset the growing demand for parking needed for both spectators and players of the sports fields.

In November of 2020, the Spirit Cricket Field was completed at the south end of Spirit Park. As anticipated, the addition of the cricket pitch has increased park traffic significantly requiring additional parking to accommodate the spectators and players. As prioritized in the Parks, Recreation & Open Space Master Plan, Spirit Park has now completed two phases of development. Being classified as a 'Community Park' in the Master Plan it calls for adequate parking for this level of park classification.

Therefore, modifications to the current parking lot is a necessity. Within current budget allocations, we are able to design just over 50 new parking spaces to meet a portion of the current demand with future plans to continue the parking expansion as the park continues to develop in accordance with the master plan. The additional parking lot will also prevent traffic congestion and visitors from parking on the lawn or in nearby neighborhoods.

On June 11, 2021, 15 vendors responded to an Invitation for Bid for Parking Lot Improvements at Spirit Park. North Rock Construction, LLC, was the lowest and most responsive bidder in this competitive process. Bid totals ranged from \$266,009 to \$387,231, a difference of \$121,222. North Rock Construction has provided a lean price for both labor and materials. Of the total project cost, 48% is for concrete pavement. The cost of concrete ranged from a low of \$127,000 (North Rock Construction) - \$184,320, a difference of \$57,320, demonstrating a competitive cost and best value for the City of Allen.

BUDGETARY IMPACT

Funds are available in Parks' CIP Project PR1904, which is funded with G.O. Bonds approved in the 2016 Bond Election for Spirit Park Phase 2 in the amount of \$500,000. These bonds were issued in 2020. Project funding totaling \$292,611 is as follows:

PR1904 - Parking Lot Improvements at Spirit Park

Project Cost Estimate

Construction Contract	\$266,010
Testing, Contingency & Incidentals	\$26,601
Total	\$292,611

PR1904 - Parking Lot Improvements at Spirit Park

Project Funding

2016 Bonds Designated for Spirit Park Improvements	\$292,611
Total	\$292,611

STAFF RECOMMENDATION

Staff Recommends that the City Council Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction, LLC, for Parking Lot Improvements at Spirit Park in the Amount of \$266,010.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with North Rock Construction, LLC, for Parking Lot Improvements at Spirit Park in the Amount of \$266,010.

ATTACHMENTS:

Contract
Exhibit A
Bid Tab
Location Map



CITY OF ALLEN, TEXAS

**STANDARD FIXED PRICE
CONTRACT**

City of Allen
Purchasing Department
305 Century Parkway
Allen, Texas 75013

City of Allen, Texas

This Contract is made by and between the City of Allen, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and North Rock Construction, LLC, an other than Corporation (hereinafter referred to as the "Contractor") for construction of Parking Lot Improvements for Spirit Park, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Requirements and Instructions to Bidders, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

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

1.4 NO PRIVACY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

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

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

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

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

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

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor

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

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

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

1.6 OWNERSHIP OF

CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such

Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

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

2.2 WORK

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

Contract is for construction of Parking Lot Improvements for Spirit Park per specifications in the Invitation for Bid# 2021-4-74 for the base bid.

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

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

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than 45 calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this Contract.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$240 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall

promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.4 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

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

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, the fixed sum of \$266,009.34.

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

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

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

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

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall

submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue

future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

5.3 WITHHELD PAYMENT

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

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

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

Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in

writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

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

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE OWNER

6.1 INFORMATION, SERVICES AND THINGS

REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, all written and tangible material in its possession concerning conditions below ground at the site of the Project.

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

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

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

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

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

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

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

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

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

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

7.6 SUPERVISION

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

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

NAME	FUNCTION
<u>John F Gann II</u>	<u>President</u>

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

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

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

7.9 SHOP DRAWINGS, PRODUCT

DATA AND SAMPLES

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

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall

not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE

AND THE PROJECT

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

7.11 ACCESS TO WORK AND INSPECTIONS

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

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING

THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

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

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a

limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

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

7.14 PREVAILING WAGE RATES

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

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to ensure

a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

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

7.17 PROTECTION OF UTILITIES

AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

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

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

8.2 ARCHITECT'S ADMINISTRATION

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

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

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

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

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

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

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

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

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

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written

objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

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

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

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the

first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.4 FIELD ORDERS

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

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute. Mediation shall not be the exclusive remedy available to the Parties.

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

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

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

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner

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

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

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

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

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

10.2 CHANGE ORDER DEFINED

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

10.3 CHANGES IN THE CONTRACT PRICE

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

Contractor, then, as provided in Subparagraph 10.3.2 below.

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

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

10.4 MINOR CHANGES

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

10.5 EFFECT OF EXECUTED

CHANGE ORDER

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

10.6 NOTICE TO SURETY; CONSENT

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

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

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

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

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

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

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

11.3 OWNER MAY ACCEPT DEFECTIVE

OR NONCONFORMING WORK

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

ARTICLE XII

CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 *FOR CONVENIENCE*

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

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

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

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

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

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

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

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

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not

include amounts paid in accordance with other provisions hereof.

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

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

ARTICLE XIII

INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the term of the Contract Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
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Worker's Compensation	as set forth in the Worker's Compensation Act and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000.
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Commercial General Liability Policy	covering bodily injury, death and property damage including the property of the Owner, its officers, contractors agents and employees insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy
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shall be primary to any policy or policies carried by or available to the Owner.

Automobile Liability Policy covering all operations of the Contractor pursuant to this Contract involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance Policy with a limit of not less than \$2,000,000. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the Owner and shall be provided on a "following form basis". Contractor waives all rights against the Owner for recovery of damages pursuant to this Contract. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work, including its sub-contractors, consultants and employees.

Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Work with replacement cost basis to include the interest of the Owner, Contractor and sub-contractors in the Work and materials in transit and stored off the Project site destined for incorporation.

Contractor Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the Contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

13.3 ADDITIONAL INSURED

The Owner shall be an additional insured on all insurance policies required under this Contract except for Workers Compensation and Professional Liability Insurance furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

Each insurance policy shall be endorsed to contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given by

certified mail to the Division of Purchasing, City of Allen, 305 Century Parkway, Allen, Texas, 75013. In the event the insurance company providing insurance is unable to contain such endorsement Contractor shall provide written notice to Owner of any expiration, cancellation, non-renewal or any material change in coverage.

13.5 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.6 CERTIFICATE OF INSURANCE

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

13.7 PRIMARY COVERAGE

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

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

- (4) obtain from each person providing services on a Project, and provide to the governmental entity:

- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

*REQUIRED WORKERS' COMPENSATION
COVERAGE*

"The law requires that each person working on this site or providing services related to this construction

project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

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

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

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

- (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;

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

- (E) obtain from each other person with whom it contracts, and provide to the Contractor:

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

- (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the

coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

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

14.2 GOVERNING LAW

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

14.3 SUCCESSORS AND ASSIGNS

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

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, per the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as

if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

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

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at

the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

14.8 Prohibition of Boycott Israel

PROHIBITION OF BOYCOTT ISRAEL:
Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or; \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

EXECUTED in single or multiple originals, this 9th day of July, 2021.

CITY OF ALLEN

CONTRACTOR:

APPROVED:

Eric Ellwanger, City Manager

(Signature)



John F Gann II - President
(Type/Print Name and Title):

525 S Loop 288 Suite 105
(Street Address)

Denton, Tx 76205
(City/State/Zip)

ATTEST:

Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

Exhibit A

1. City of Allen's Invitation for Bid No. 2021-4-74 Parking Lot Improvements for Spirit Park and;
2. North Rock Construction LLC's response to City's Invitation for Bid No. 2021-4-74 Parking Lot Improvements for Spirit Park.

EXHIBIT A



CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**INVITATION FOR BID
SOLICITATION #2021-4-74
PARKING LOT IMPROVEMENTS FOR SPIRIT
PARK**

BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

June 11, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED
**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

MAY BE SUBMITTED ELECTRONICALLY THROUGH IONWAVE,
DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

COVER SHEET

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SECTION I

NOTICE TO OFFERORS

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. However, all methods detailed in this solicitation are acceptable. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be clearly marked:

**INVITATION FOR BID # 2021-4-74
PARKING LOT IMPROVEMENTS FOR SPIRIT PARK**

Sealed offers are to be submitted to:

City of Allen
Purchasing Department
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

Bids are due by June 11, 2021 @ 2:00 P.M. Central Time

A teleconference bid opening will be held. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 783 295 658#

The City of Allen strongly encourages bidders to submit their response to this bid electronically.

1.3 PRE-BID CONFERENCE/SITE VISIT

A teleconference is scheduled for May 25, 2021 at 10:00 A.M. **To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 303 872 646#.** Potential bidders may visit the job sites at their convenience before Pre-bid meeting.

1.4 NUMBER OF COPIES

Bidder shall **either** submit their bid electronically or submit one original set and two (2) copies of proposal documents and one (1) electronic copy on a flash drive. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.5 BID INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing no later than three (3) calendar days prior to the deadline for submission of offers.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

CERTIFICATE OF INTERESTED PARTIES

Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)

The statute applies to all city contracts entered after December 31, 2015 that have a value of \$50,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

1.7 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. **The last day for questions will be on Friday, May 28, 2021 at 2:00 PM. The last day for addenda will be on Wednesday, June 02, 2021 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies shall be submitted as part of the signed proposal submittal.

1.8 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded based on "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase prices.
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

1.11 BID TABULATIONS

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

1.12 QUALIFICATIONS OF BIDDERS

In order to be considered for award of this bid, bidders must be able to demonstrate that they are qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. At a minimum each bidder must demonstrate the following:

1. Firm experience in the construction of at least 2 separate projects successfully completed within the last 5-years.
2. Firm experience in the construction of at least 5 separate projects each with a contract value of comparable amount to this project.
3. The Prime Contractor for the project must be responsible for at least 80% of the work for this project, and all the work completed by subcontractors must be equal or less than 20% of the project.

Bidders who cannot meet the above minimum qualifications will not be considered for award. Documents necessary to show compliance with the above requirements must be provided by the apparent low bidder before a Recommendation of Award.

1.13 LIQUIDATED DAMAGES and RETAINAGE

LIQUIDATED DAMAGES

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

Amount of Contract (\$)	Value of a Calendar Day (\$)
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

Bidders should be aware that the evaluation for the award may consider the number of days bid. The value of the day will be determined by the lowest days bid and the corresponding value of the contract. The difference in the number of days will be multiplied by the calendar day value and added to each bidder's base bid. This is also sometimes referred to as 'A+B' bidding.

RETAINAGE

As security for the faithful completion of the work by the contractor, the owner shall retain ten percent (10%) of the total dollar amount of work done on all contracts less than \$400,000; five percent (5%) of the total dollar amount of work done on all contracts of \$400,000 or more. Retainage will be held from each progress payment/invoice through final project completion/closeout.

1.14 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreation Department together with the Purchasing Department shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.15 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) has not directly or indirectly

induced or solicited any other respondent to put in a false or sham bid; (c) has not solicited or induced any other person, firm, or corporation from proposing; and (d) was not sought by collusion to obtain any advantage over any other respondents or over the City of Allen. Bidder shall sign and return a copy of the Standard Form of Agreement.

All lump sum and unit prices must be stated in both script and figures on the forms provided.

Bidders are expected to inspect the site of work and to be aware of local conditions.

Attention is called to the fact that the Contractor must pay labor on this project not less than the general prevailing rates of wages, which have been established by the City of Allen.

Solicitations shall be submitted on the forms provided to insure complete uniformity of wording of all Quotes. Solicitations may be rejected if they show any omissions, alterations, conditional clauses, or irregularities of any kind.

Required Forms:

- a. Certificate of Insurance
- b. Affidavit of No Prohibited Interest
- c. Bidders Qualification Statement with three references
- d. Supplemental Information
- e. Conflict of Interest Questionnaire
- f. Schedule of Subcontractors
- g. Workforce Composition
- h. Bid Form
- i. Bid Endorsement Page

1.16 INQUIRIES

Questions about this bid shall be in writing and directed to Eva Badali at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Eva Badali
Sr. Buyer
305 Century Parkway
Allen, Texas 75013
214-509-4631
ebadali@cityofallen.org

1.17 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	May 13 & 20, 2021
Pre-Conference Meeting	May 25, 2021, 10:00 AM
Deadline for Questions	May 28, 2021, 2:00 PM
Deadline for Addenda	June 02, 2021, 2:00 PM
Bids Due	June 11, 2021, 2:00 PM

SECTION II GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel

orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bids, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice

of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit

2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.49 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.50 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be

determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase prices.
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

2.51 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.52 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____YES_____NO

CITY OF ALLEN, TEXAS

**STANDARD FIXED PRICE
AGREEMENT**

Legal review 5/7/20

City of Allen
305 Century Parkway
Allen, Texas 75013

City of Allen, Texas

This Agreement is made by and between the City of Allen, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and _____, (hereinafter referred to as the "Contractor") for construction of _____, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Requirements and Instructions to Bidders, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

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

1.4 NO PRIVACY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

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

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

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

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

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

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before

proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

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

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

1.6 OWNERSHIP OF

CONTRACT DOCUMENTS

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

ARTICLE II

THE WORK

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

2.2 WORK

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

[Insert Description of Work to be Performed]

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

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

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than _____ calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$____per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall

promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.4 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

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

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV
CONTRACT PRICE

4.1 THE CONTRACT PRICE

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

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

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

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

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

5.2.3

On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has

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

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

5.3 WITHHELD PAYMENT

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

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly

comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed herefor by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

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

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE OWNER

6.1 INFORMATION, SERVICES AND THINGS

REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

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

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

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

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the

Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

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

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

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

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

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

7.6 SUPERVISION

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

any and all communications from the Owner or the Architect.

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

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

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

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

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

7.9 SHOP DRAWINGS, PRODUCT

DATA AND SAMPLES

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

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

7.10 CLEANING THE SITE AND THE PROJECT

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

7.11 ACCESS TO WORK AND INSPECTIONS

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

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR

PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

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

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

7.13 NONDISCRIMINATION

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

7.14 PREVAILING WAGE RATES

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

day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

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

7.16 WARNING DEVICES AND BARRICADES

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

7.17 PROTECTION OF UTILITIES

AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall

forthwith repair, remedy or restore the utility at Contractor's sole expense.

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

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

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

8.2 ARCHITECT'S ADMINISTRATION

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

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

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

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

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

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

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

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and

will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

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

8.3 CLAIMS BY THE CONTRACTOR

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

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

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

character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

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

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

8.3.5 CLAIMS FOR ADDITIONAL TIME - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such

reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.4 FIELD ORDERS

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

8.5 MEDIATION

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

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

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a

portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

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

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

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

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

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

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

10.2 CHANGE ORDER DEFINED

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

10.3 CHANGES IN THE CONTRACT PRICE

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

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

Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

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

10.4 MINOR CHANGES

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

10.5 EFFECT OF EXECUTION OF CHANGE ORDER

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

10.6 NOTICE TO SURETY; CONSENT

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

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

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

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

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

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

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

11.3 OWNER MAY ACCEPT DEFECTIVE

OR NONCONFORMING WORK

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

ARTICLE XII

CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of a court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

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

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

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

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

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

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

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

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of

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

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

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

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

ARTICLE XIII INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

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

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

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

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General	\$500,000 Each Accident/ Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

13.3 ADDITIONAL INSURED

The City of Allen shall be an additional insured on the Commercial General Liability (Public) Insurance Policy furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given by certified mail to the Division of Purchasing, City of Allen, 255 Parkway Blvd., Allen, Texas, 75019.

13.5 PREMIUMS AND ASSESSMENTS

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

13.6 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City on City of Allen Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Allen, the contractor shall furnish the City proof of identical

continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

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

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notice shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any

coverage agreements for all of its employees providing services on the project, for the duration of the project;

- (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
- (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
- (D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (E) obtain from each other person with whom it contracts, and provide to the Contractor:
- (i) a certificate of coverage, prior to the other person beginning work on the project; and
- (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (H) contractually require each other person with whom it contracts, to

perform as required by subparagraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

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

14.2 GOVERNING LAW

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

14.3 SUCCESSORS AND ASSIGNS

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

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the

event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

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

14.6 AMENDMENTS

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

14.7 NOTICES

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

EXECUTED in single or multiple originals, this _____ day of _____, 2021.

CITY OF ALLEN

CONTRACTOR:

APPROVED:

_____ City Manager
(Signature)

(Type/Print Name and Title)

ATTEST:

(Street Address)

(City, State/Zip) City Secretary

DRAFT

EXHIBIT “A”
SPECIFICATIONS AND RESPONSE

1. City’s Request for Bid #.
2. _____ Response to City’s Request for Bid#

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of _____, the Contractor designated herein above, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Contractor, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20__.

Notary Public in and For

County, _____

My Commission expires: _____

City Manager's Acknowledgment

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the undersigned, City Manager of the City of Allen, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Allen, Texas, a municipal corporation, that he/she was duly authorized to perform the same by appropriate resolution of the City Council of the City of Allen and that he/she executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D., 2021.

Notary Public in and for the State of Texas

My Commission expires: _____

SECTION III SPECIFICATIONS

SCOPE OF WORK

The work to be performed under this contract consists of furnishing all necessary materials, machinery, equipment, superintendence, transportation, tools, supplies, plant, labor and appurtenances necessary for the complete construction of all improvements shown on the plans which are made part of these specifications for the City of Allen.

The area of new parking lot pavement approximately 2,560 SY. The bidder shall refer to Attachment A, to identify the locations of certain project elements.

SECTION IV BID FORM & PRICING

To: CITY OF ALLEN (hereinafter called OWNER)
Purchasing Department
305 Century Parkway
Allen, TX 75013

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Allen (the Owner) in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidders on construction projects must be prepared for their firm to perform at least ____% of the work required with the firm's own forces to fill this contract. If the firm does not intend to perform at least ____% of the work required, they must provide who they propose to use as subcontractors and their references and experience record as required in Subcontractor History.

PERCENT OF WORK PERFORMED BY PRIME CONTRACTOR		
Contract Value Range \$		Minimum % of Work
Less than	\$25,000	95%
\$25,000 -	\$399,999	80%
\$400,000 -	\$999,999	60%
\$1,000,000 -	\$1,999,999	40%
More than	\$2,000,000	15%

3. BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addends (receipt of all which is hereby acknowledged):

Addenda No.	Bidder Initial	Date
_____	_____	-
_____	_____	-
_____	_____	-

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, sites locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has reviewed and checked all available information and data with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to

perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- (d) BIDDER has correlated the results of all observations, examinations, investigations, explorations and tests, with the terms and conditions of the Contract Documents.
- e) BIDDER has given Project Manager (with the City of Allen) written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to BIDDER.
- (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Note: Quantities shown on plans for individual items are estimates only. Contractor shall be responsible for formulating his own quantity take-off for all items. Any alleged quantity discrepancies must be brought to the attention of the City of Allen and prior to the last issuance of an Addendum (no less than 3 business days) before bids are opened). Areas of sediment and cattail removal are to be bid by lump sum; estimated quantities have not been given.

6. BIDDER will complete the Work for the park improvements for the following price(s):

Note: 1. General Conditions and Bonding are not considered separate pay items and costs for each should be included in the individual unit costs.

2. All prices stated by Bidder below are for complete and in place execution of the work associated with the correlated Bid Item.

7. The City of Allen will elect to award a Contract for the Project to one Contractor. Each Bidder is required to submit complete, stand-alone Bids for the Base Bid and Alternate Bid Items as outlined in the Bid Form.

Provide the following breakdowns for the lump sum bid. The sum of all base bid items shall equal the amount of the Total Base Bid stated below. Items not stated in the bid form but shown on the plans shall be considered incidental to the project and is not a pay item.

TOTAL BASE BID: \$_____

BASE BID: _____

Total Base Bid Written in Words

DAYS TO COMPLETE WORK: Base Bid _____ calendar days

The Contractor agrees to complete the work within the following calendar days from the Notice to Proceed.

CONTRACTOR: _____ % of work to be completed by Contractor

SUBCONTRACTOR: _____ % of work to be completed by Subcontractor

SUBCONTRACTORS: Subcontractors proposed for this project are:

Type of Work: _____	Type of Work: _____
Company: _____	Company: _____
Address: _____	Address: _____
Contact: _____	Contact: _____
Phone: _____	Phone: _____
Work History (completed projects similar in scope): _____ _____	Work History (completed projects similar in scope): _____ _____

Time is of the essence for the performance of this Contract. For each calendar day that any work shall remain uncompleted after expiration of the time specified in the Contract, executed by the City and applicable change orders, a sum equal to the rate stated below shall be deducted from the moneys due the Contractor, not as a penalty, but as an agreed upon liquidated damage. Liquidated damage amounts will be deducted by Change Order.

Total Amount of Contract	Amount of Liquidated Damages
Less than \$ 25,000.00	\$100.00 Per Day
\$25,000 to \$99,999.99	\$160.00 Per Day
\$100,000.00 to \$999,999.99	\$240.00 Per Day
More than \$1,000,000.00	\$500.00 Per Day

Time shall commence on the first day of move-in, but in no case later than the date so stated in the written Notice to Proceed. In submitting the Bid, I/We do so with the understanding that all Contract Documents, Drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this BID, I/We will:

- (a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted, the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.

- (b) Furnish a contractual schedule satisfactory to owner immediately after written notice to proceed.

The undersigned acknowledges that the Contract entered into by and between the City and the Bidder will be a "separated contract" under Sections 151.056(b) and 151.011(a) of the Texas Tax Code and Comptroller's Rule 3 TAC, Section 291, and the undersigned submits the following amounts for the use as the separated contract amounts for use in the Contract if the undersigned is the successful Bidder:

The Price of In-Place Materials to be incorporated into the Project:	\$ _____
The Price of Labor, Profit, Materials not In-Place and all other charges:	\$ _____
TOTAL (Must agree with base bid):	\$ _____

Important Please provide pricing on electronic excel spreadsheet attached to this solicitation in the City of Allen's E-bid (Ionwave) system labeled "Bid Sheet – Parking Lot Improvements For Spirit Park" Submittal Form Electronic response submitted is highly preferred.

Bid Sheet - 2021-4-74 Parking Lot Improvements For Spirit Park

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.

Vendor Name:

Item #	Description	Unit of Measure	Estimate Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1		\$0.00
2	MATERIALS TESTING	LS	1		\$0.00
3	UNCLASSIFIED EXCAVATION	CY	1000		\$0.00
4	REMOVE CONCRETE PAVEMENT AND CURB	SY	285		\$0.00
5	REMOVE EXISTING BOLLARD	EA	1		\$0.00
6	REMOVE AND RELOCATE FIRE HYDRANT	EA	1		\$0.00
7	SILT FENCE	LF	670		\$0.00
8	FURNISH AND INSTALL SOLID SODDING	SY	2000		\$0.00
9	CONCRETE PAVEMENT (6 IN) (3600 PSI)	SY	2560		\$0.00
10	CONCRETE PEDESTRIAN PAVEMENT (6 IN) (3600 PSI)	SY	210		\$0.00
11	LIME STABILIZED SUBGRADE (6 IN)	SY	2980		\$0.00
12	HYDRATED LIME	TON	45		\$0.00
13	6" CONCRETE CURB	LF	330		\$0.00
14	BARRIER FREE RAMP	EA	4		\$0.00
15	HANDICAP PARKING SIGN	EA	2		\$0.00
16	WHEEL STOP	EA	58		\$0.00
17	PAVEMENT STRIPING (PARKING, FIRE LANE, CROSSWALKS)	LS	1		\$0.00
18	INSTALL 6" AWWA C-900 DR-18 PVC WATER PIPE, BY OPEN CUT	LF	50		\$0.00
19	ADJUST WATER VALVE COVER	EA	3		\$0.00
Total Amount					\$0.00

BID ENDORSEMENT

We agree and understand that Owner reserves the right to accept or reject any or all bids. The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Prohibition of Boycott Israel. Company (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

HOUSE BILL 89, PROHIBITION OF CONTRACT WITH COMPANIES BOYCOTTING ISRAEL

"I, _____ (Name of certifying official), the _____ (title or position of certifying official) of _____ (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title _____

Date _____

Submittals will be considered as being responsive only if entire Bid Package, from Cover Page through all Bid Pages plus, any/all attachments, is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title)

(Date)

Remittance
Address: _____

(Zip Code)

Phone #: (____) _____

E-Mail Address: _____

Attest and Seal: _____
(if corporation)

**SECTION V
EXHIBIT 1**

CITY OF ALLEN
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or; \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

City of Allen Project or Bid Number:_____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;

- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom its contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

(Print Name)

(Title)

STATE OF TEXAS §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2021.

Notary Public, State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

☐ **2**

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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

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

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

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

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

5 ☐ Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

**EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. _____

Contractor: _____

Indicate One: ___Sole Proprietor ___Partnership___Other
 ___Corporation ___Joint Venture

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work:

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

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

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

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT 5

“NO BID” RESPONSE

Please denote below the reason for not bidding on the above bid:

**EXHIBIT 6
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	<input type="checkbox"/> Yes	<input type="checkbox"/> No?
	2.	General Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	4.	Corporation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	5.	Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?
☐ No ☐ Yes if yes, specify ☐ MBE ☐ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?
☐ No ☐ Yes

If yes, specify the governmental agency: _____

Date of certification: _____

**EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: _____ ☐ Small ☐ WBE
 MBE _____ ☐ Non-S/M/WBE _____

Description _____ Contract/Solicitation Number _____

Check the applicable: ☐ **Subcontracting/Vendor Opportunities** ☐ **Sole Source**
☐ **Direct Purchase**

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: _____

Signature: _____ Date: _____

EXHIBIT 8

WORK FORCE COMPOSITION

Name of Firm

Area Code/Phone Number

Address

City

State

Zip

Typed Name & Title of Authorized Executive

[illegible]

WORK FORCE COMPOSITION

Remarks _____

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name and Title of Signer: _____
(Please print or type)

Signature: _____ Date: _____

*Please use additional sheets to identify the ethnicity of employees identified in this category.

EXHIBIT 9

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

PERFORMANCE BOND

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

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201X, which contract is referred to and made part hereof the same as if fully copied herein.

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

Provided, however, that this Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contract, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

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

Surety agrees that the Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the Owner.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 202X.

Principal: _____
Title: _____
Company: _____

Surety: _____
Title: _____
Company: _____

Address: _____

Address: _____

(Must be submitted to the Project Manager prior to contract execution)

STATE OF TEXAS

§

§

PAYMENT BOND

COUNTY OF COLLIN

§

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

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2021, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2021.

Principal:

Surety (for all Notices/Claims to be received hereunder):

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

(Must be submitted to the Project Manager prior to contract execution)

MAINTENANCE BOND

THE STATE OF TEXAS }

} **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF COLLIN }

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

WHEREAS, the Principal/Contractor has entered into a certain written contract with the Owner, dated the _____ day of _____, 2021, which contract, together with all plans, specifications and requirements therein mentioned, is referred to and made part hereof the same as if fully copied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said **City of Allen, Texas** shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2021.

Principal:

By: _____

Title: _____

Company: _____

Address: _____

Surety (for all Notices/Claims to be received hereunder):

By: _____

Title: _____

Company: _____

Address: _____

NOTE: Date of Maintenance Bond must not be prior to date of Contract. Must be submitted to the Project Manager at project acceptance)



Bid Sheet - 2021-4-74 Parking Lot Improvements For Spirit Park

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.

Vendor Nar

Item #	Description	Unit of Measure	Estimate Quantity
1	MOBILIZATION	LS	1
2	MATERIALS TESTING	LS	1
3	UNCLASSIFIED EXCAVATION	CY	1000
4	REMOVE CONCRETE PAVEMENT AND CURB	SY	285
5	REMOVE EXISTING BOLLARD	EA	1
6	REMOVE AND RELOCATE FIRE HYDRANT	EA	1
7	SILT FENCE	LF	670
8	FURNISH AND INSTALL SOLID SODDING	SY	2000
9	CONCRETE PAVEMENT (6 IN) (3600 PSI)	SY	2560
10	CONCRETE PEDESTRIAN PAVEMENT (6 IN) (3600 PSI)	SY	210
11	LIME STABILIZED SUBGRADE (6 IN)	SY	2980
12	HYDRATED LIME	TON	45
13	6" CONCRETE CURB	LF	330
14	BARRIER FREE RAMP	EA	4
15	HANDICAP PARKING SIGN	EA	2
16	WHEEL STOP	EA	58
17	PAVEMENT STRIPING (PARKING, FIRE LANE, CROSSWALKS)	LS	1
18	INSTALL 6" AWWA C-900 DR-18 PVC WATER PIPE, BY OPEN CUT	LF	50
19	ADJUST WATER VALVE COVER	EA	3

Total Amount

ne:

Unit Price	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00

\$0.00

Attachment A

DEVELOPMENT PLANS FOR

PARKING LOT IMPROVEMENTS FOR SPIRIT PARK

CITY OF ALLEN

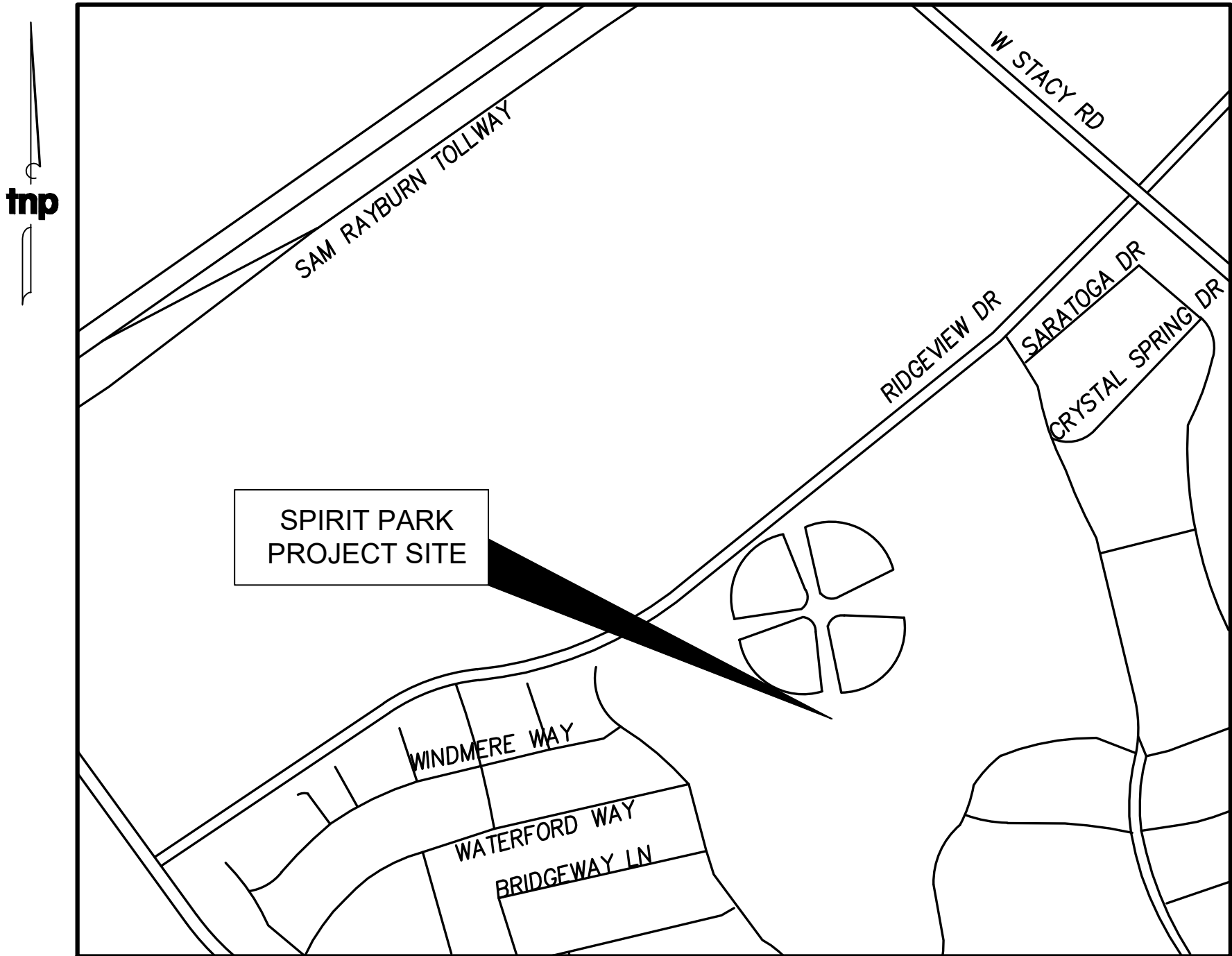
COLLIN COUNTY, TEXAS

FEBRUARY 2021

OWNER
CITY OF ALLEN
CONTACT: KRISHAN PATEL
305 CENTURY PARKWAY
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CIVIL ENGINEER
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CONTACT: TAYLOR SUTTON, P.E.
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SUITE M300
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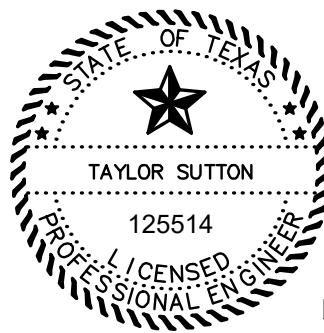
SURVEYOR
TNP, INC.
CONTACT: BRIAN (JAY) MADDOX, RPLS
825 WATTERS CREEK BLVD.
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LOCATION MAP
NOT TO SCALE

1151 RIDGEVIEW DR
ALLEN, TX 75013

INDEX OF SHEETS	
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9	CONSTRUCTION DETAILS 2 OF 2



Taylor Sutton

Date: 2/11/2021

MATT ATKINS, P.E.
QUALITY CONTROL REVIEW PERFORMED
DATE: JANUARY 4, 2021




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1. **STANDARDS AND SPECIFICATIONS:**
ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT, SERVICES AND TESTING FOR ALL PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' ORDINANCES, REGULATIONS, REQUIREMENTS, STATUTES, SPECIFICATIONS AND DETAILS, LATEST PRINTING AND AMENDMENTS THERETO, THE GOVERNING AUTHORITIES' PUBLIC WORKS AND WATER DEPARTMENT REQUIREMENTS, PLUMBING CODES, AND FIRE DEPARTMENT REGULATIONS SHALL TAKE PRECEDENT FOR ALL PRIVATE IMPROVEMENTS WHERE APPLICABLE. ALL OTHER PRIVATE CONSTRUCTION, NOT REGULATED BY THE GOVERNING AUTHORITY, SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, NORTH CENTRAL TEXAS – NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, LATEST PRINTING AND AMENDMENTS THERETO, EXCEPT AS MODIFIED OR AMENDED BY THE PROJECT CONTRACT DOCUMENTS.
2. **EXAMINATION OF SITE:**
THE CONTRACTOR ACKNOWLEDGES THAT HE HAS INVESTIGATED AND SATISFIED HIMSELF AS TO THE CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT RESTRICTED TO THOSE BEARING UPON TRANSPORTATION, DISPOSAL, HANDLING AND STORAGE OF MATERIALS, AVAILABILITY OF LABOR, WATER, ELECTRIC POWER, ROADS AND UNCERTAINTIES OF WEATHER, OR SIMILAR PHYSICAL CONDITIONS AT THE SITE, CONDITIONS OF THE GROUND, THE CHARACTER OF EQUIPMENT AND FACILITIES NEEDED PRELIMINARY TO AND DURING PERFORMANCE OF THE WORK. THE CONTRACTOR ACKNOWLEDGES THAT HE HAS INSPECTED THE SITE OF THE WORK AND IS FAMILIAR WITH THE SOIL CONDITIONS TO BE ENCOUNTERED, ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIMSELF WITH THE AVAILABLE INFORMATION WILL NOT RELIEVE HIM FROM RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK. THE CITY OF ALLEN ASSUMES NO RESPONSIBILITY FOR ANY CONCLUSIONS OR INTERPRETATIONS MADE BY THE CONTRACTOR ON THE BASIS OF THE INFORMATION MADE AVAILABLE BY THE CITY OF ALLEN.
3. **SUBSURFACE INVESTIGATION:**
SUBSURFACE EXPLORATION TO ASCERTAIN THE NATURE OF SOILS, INCLUDING THE AMOUNT OF ROCK, IF ANY, IS THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SUCH SUBSURFACE INVESTIGATIONS AS HE DEEMS NECESSARY TO DETERMINE THE NATURE OF THE MATERIAL TO BE ENCOUNTERED. THE CITY OF ALLEN AND ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, TRUE LOCATION AND EXTENT OF THE SOILS INFORMATION THAT HAS BEEN PREPARED BY OTHERS. THEY FURTHER DISCLAIM RESPONSIBILITY FOR INTERPRETATION OF THAT DATA BY THE CONTRACTOR, AS IN PROJECTING SOIL BEARING VALUES, ROCK PROFILES, SOILS STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER.
4. **TOPOGRAPHIC SURVEY:**
TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THE PLANS IS PROVIDED FOR INFORMATIONAL PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE INFORMATION SHOWN IS CORRECT, AND SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY ERRORS, DISCREPANCIES OR OMISSIONS TO THE SURVEY INFORMATION PROVIDED. ANY COSTS INCURRED AS A RESULT OF NOT CONFIRMING THE ACTUAL SURVEY SHALL BE BORNE BY THE CONTRACTOR.
5. **COMPLIANCE WITH LAWS:**
THE CONTRACTOR SHALL FULLY COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, INCLUDING ALL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS CONTRACT AND THE WORK TO BE DONE THEREUNDER, WHICH EXIST OR MAY BE ENACTED LATER BY GOVERNMENTAL BODIES HAVING JURISDICTION OR AUTHORITY FOR SUCH ENACTMENT. ALL WORK REQUIRED UNDER THIS CONTRACT SHALL COMPLY WITH ALL REQUIREMENTS OF LAW, REGULATION, PERMIT OR LICENSE. IF THE CONTRACTOR FINDS THAT THERE IS A VARIANCE, HE SHALL IMMEDIATELY REPORT THIS TO THE CITY OF ALLEN FOR RESOLUTION.
6. **PUBLIC CONVENIENCE AND SAFETY:**
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ALL MATERIALS STORED ON THE WORK SITE SHALL BE SO PLACED, AND THE WORK SHALL AT ALL TIMES BE SO CONDUCTED AS TO CAUSE NO GREATER OBSTRUCTION TO THE TRAVELING PUBLIC THAN IS CONSIDERED ACCEPTABLE BY THE GOVERNING AUTHORITIES AND THE CITY OF ALLEN. THE MATERIALS EXCAVATED SHALL BE PLACED SO AS NOT TO ENDANGER THE WORK OR PREVENT FREE ACCESS TO ALL FIRE HYDRANTS, WATER VALVES, GAS VALVES, MANHOLES, AND FIRE ALARM OR POLICE CALL BOXES IN THE VICINITY. THE CITY OF ALLEN RESERVES THE RIGHT TO REMEDY ANY NEGLECT ON THE PART OF THE CONTRACTOR WITH REGARDS TO THE PUBLIC CONVENIENCE AND SAFETY WHICH MAY COME TO THE CITY OF ALLEN'S ATTENTION, AFTER 24 HOURS NOTICE IN WRITING TO THE CONTRACTOR, SAVE IN CASES OF EMERGENCY, WHEN THE CITY SHALL HAVE THE RIGHT TO REMEDY ANY NEGLECT WITHOUT NOTICE, AND, IN EITHER CASE, THE COST OF SUCH WORK DONE BY THE CITY SHALL BE DEDUCTED FROM THE MONIES DUE OR TO BECOME DUE THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE CITY AND THE GOVERNING AUTHORITIES WHEN ANY STREET IS TO BE CLOSED OR OBSTRUCTED; SUCH NOTICE SHALL IN THE CASE OF MAJOR THOROUGHFARES OR STREETS UPON WHICH TRANSIT BY THE CITY OR THE GOVERNING AUTHORITIES, KEEP ANY STREET OR STREETS IN CONDITION FOR UNOBSTRUCTED USE BY EMERGENCY SERVICES. WHERE THE CONTRACTOR IS REQUIRED TO CONSTRUCT TEMPORARY BRIDGES OR TO MAKE OTHER ARRANGEMENTS FOR CROSSING OVER DITCHES OR STREAMS, HIS RESPONSIBILITY FOR ACCIDENTS SHALL INCLUDE THE ROADWAY APPROACHES AS WELL AS THE STRUCTURES OF SUCH CROSSINGS.
7. **PERMITS AND LICENSES:**
THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND LICENSES NECESSARY FOR THE EXECUTION OF THE WORK AND SHALL FULLY COMPLY WITH ALL THEIR TERMS AND CONDITIONS. WHENEVER THE WORK UNDER THIS CONTRACT REQUIRES THE OBTAINING OF PERMITS FROM THE GOVERNING AUTHORITIES, THE CONTRACTOR SHALL FURNISH DUPLICATE COPIES OF SUCH PERMITS TO THE CITY OF ALLEN BEFORE THE WORK COVERED THEREBY IS STARTED. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.
8. **VENDOR'S CERTIFICATION:**
ALL MATERIALS USED IN CONSTRUCTION SHALL HAVE A VENDOR'S CERTIFIED TEST REPORT. TEST REPORTS SHALL BE DELIVERED TO THE ENGINEER BEFORE PERMISSION WILL BE GRANTED FOR USE OF THE MATERIAL. ALL VENDOR'S TEST REPORTS SHALL BE SUBJECT TO REVIEW BY THE ENGINEER, AND SHALL BE SUBJECT TO VERIFICATION BY TESTING OF SAMPLES OF MATERIALS AS RECEIVED FOR USE ON THE PROJECT. IN THE EVENT ADDITIONAL TESTS ARE REQUIRED, THEY SHALL BE PERFORMED BY AN APPROVED INDEPENDENT TESTING LABORATORY AND SHALL BE PAID FOR BY THE CONTRACTOR.
9. **TESTING:**
THE TESTING AND CONTROL OF ALL MATERIALS USED IN THE WORK SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY, EMPLOYED AND PAID DIRECTLY BY THE CITY OF ALLEN. IN THE EVENT THE RESULTS OF INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND SPECIFICATIONS, SUBSEQUENT TESTS NECESSARY TO DETERMINE THE ACCEPTABILITY OF MATERIALS OR CONSTRUCTION SHALL BE FURNISHED AND PAID BY THE CONTRACTOR AS DIRECTED BY THE CITY. PAYMENT WILL BE MADE BY DEDUCTION FROM PAYMENT DUE THE CONTRACTOR.
10. **INSPECTION:**
INSPECTION OF THE PROPOSED CONSTRUCTION WILL BE PROVIDED BY THE GOVERNING AUTHORITIES AND/OR THE CITY OF ALLEN. COSTS FOR INSPECTION SERVICES WILL BE PAID BY THE CITY. THE CONTRACTOR SHALL PROVIDE ASSISTANCE BY PROVIDING EXCAVATION, TRENCH SAFETY, OR OTHER WORK NECESSARY TO FACILITATE INSPECTION ACTIVITIES, AND SHALL GIVE SUFFICIENT NOTICE WELL IN ADVANCE OF PENDING CONSTRUCTION ACTIVITIES TO THE GOVERNING AUTHORITIES AND/OR THE CITY FOR SCHEDULING OF INSPECTION SERVICES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DETERMINATION OF ANY REQUIRED INSPECTIONS, THE SCHEDULING AND CONTROL OF INSPECTIONS AND THE ACCEPTANCE OF ALL PUBLIC AND/OR PRIVATE UTILITIES BY THE APPROPRIATE GOVERNING AUTHORITY PRIOR TO TRENCH BACKFILLING.
11. **SHOP DRAWINGS:**
THE CONTRACTOR SHALL PROVIDE, REVIEW, APPROVE AND SUBMIT ALL SHOP DRAWINGS, PRODUCT DATA AND SAMPLES REQUIRED BY THE GOVERNING AUTHORITIES AND THE PROJECT CONTRACT DOCUMENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, NORTH CENTRAL TEXAS – NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (LATEST VERSION UNLESS OTHERWISE SPECIFIED).
12. **SURVEYING:**
ALL SURVEYING REQUIRED FOR CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CITY OF ALLEN SHALL PROVIDE TWO BENCHMARKS FOR USE AS HORIZONTAL AND VERTICAL DATUM. THE CONTRACTOR SHALL EMPLOY A REGISTERED PROFESSIONAL LAND SURVEYOR TO PERFORM ALL ADDITIONAL SURVEY, LAYOUT AND MEASUREMENT WORK NECESSARY FOR THE COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL VERIFY THE SITE BENCHMARKS' ELEVATION SHOWN ON THE PLANS AND REPORT ANY DISCREPANCIES TO THE CITY AND ENGINEER PRIOR TO ANY CONSTRUCTION STAKING. ALL CONSTRUCTION TRADES SHALL COORDINATE THROUGH THE GENERAL CONTRACTOR USING THE SAME BENCHMARKS FOR VERTICAL CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE REMOVAL, REPLACEMENT AND REDESIGN OF ANY IMPROVEMENTS CONSTRUCTED PRIOR TO CHECKING HORIZONTAL/VERTICAL CONTROL AND PLAN DIMENSIONS AND NOTIFICATION OF ANY DISCREPANCIES TO THE CITY AND ENGINEER.
13. **EXISTING STRUCTURES:**
THE PLANS SHOW THE LOCATION OF ALL KNOWN SURFACE AND SUBSURFACE STRUCTURES, HOWEVER, THE CITY OF ALLEN AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS, OR TO SHOW THEM IN THEIR EXACT LOCATION. SUCH FAILURE SHALL NOT BE CONSIDERED SUFFICIENT BASIS FOR CLAIMS FOR ADDITIONAL COMPENSATION FOR EXTRA WORK OR FOR INCREASING THE PAY QUANTITIES IN ANY MANNER WHATSOEVER, UNLESS THE OBSTRUCTION ENCOUNTERED IS SUCH AS TO REQUIRE CHANGES IN THE LINES OR GRADES, OR REQUIRE THE CONSTRUCTION OF SPECIAL WORK, FOR WHICH PROVISIONS ARE NOT MADE IN THE PLANS.
14. **PROTECTION OF EXISTING UTILITIES:**
AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT", TEXAS ONE CALL SYSTEM MUST BE CONTACTED (800-245-4545 OR 811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM. THE LOCATION AND DIMENSIONS SHOWN ON THE PLANS RELATIVE TO EXISTING UTILITIES ARE BASED ON THE RECORDS AND/OR FIELD INFORMATION AVAILABLE AND ARE NOT GUARANTEED BY THE CITY OF ALLEN OR ENGINEER TO BE ACCURATE AS TO LOCATION AND DEPTH. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF HIS ACTIVITIES IN ORDER THAT HE MAY NEGOTIATE SUCH LOCAL ADJUSTMENTS AS NECESSARY IN THE CONSTRUCTION PROCESS TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL EXISTING UTILITIES, SERVICES AND STRUCTURES ENCOUNTERED, WHETHER OR NOT THEY ARE INDICATED ON THE PLANS. ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. TO AVOID UNNECESSARY INTERFERENCES OR DELAYS, THE CONTRACTOR SHALL COORDINATE ALL UTILITY REMOVALS, REPLACEMENTS AND CONSTRUCTION WITH THE APPROPRIATE GOVERNING AUTHORITIES, THEN REQUEST WRITTEN AUTHORIZATION FROM THE ENGINEER. THE CITY WILL NOT BE LIABLE FOR DAMAGES DUE TO DELAY AS A RESULT OF THE ABOVE.
15. **DAMAGE TO EXISTING FACILITIES:**
ALL UTILITIES, PAVEMENT, SIDEWALKS, WALLS, FENCES, ETC. NOT DESIGNATED TO BE REMOVED BUT THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO A CONDITION AS GOOD AS OR BETTER THAN THE CONDITIONS PRIOR TO STARTING THE WORK, SOLELY AT THE EXPENSE OF THE CONTRACTOR. ANY FACILITIES THAT ARE RELOCATED DURING CONSTRUCTION MUST BE COORDINATED WITH THE CITY OF ALLEN PRIOR TO RELOCATION.
16. **FIRE AND LIFE SAFETY SYSTEMS:**
CONTRACTOR SHALL NOT REMOVE, DISABLE OR DISRUPT EXISTING FIRE OR LIFE SAFETY SYSTEMS WITHOUT WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.
17. **TRENCH SAFETY:**
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS DIRECTED TO BECOME KNOWLEDGEABLE AND FAMILIAR WITH THE STANDARDS AS SET BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. THE CONTRACTOR

- SHALL PROVIDE TRENCH SAFETY SYSTEM PLANS, PREPARED AND SEALED BY A PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, FOR THE IMPLEMENTATION OF SAFETY CONTROL MEASURES, MEETING THE REQUIREMENTS OF THE GOVERNING AUTHORITIES, THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
18. **ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS:**
ALL PRIVATE HAUL ROADS AND ACCESS ROUTES, AND THE LOCATION OF ALL STAGING AREAS AND STORAGE AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ALLEN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL ROADS AND OTHER FACILITIES USED DURING CONSTRUCTION. UPON COMPLETION OF THE PROJECT, ALL HAUL ROADS, ACCESS ROADS, STAGING AREAS AND STORAGE AREAS SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT AT THE TIME THE CONTRACTOR COMMENCES WORK ON THE PROJECT.
19. **PARKING OF CONSTRUCTION EQUIPMENT:**
AT NIGHT AND DURING ALL OTHER PERIODS OF TIME WHEN EQUIPMENT IS NOT BEING ACTIVELY USED FOR THE CONSTRUCTION WORK, THE CONTRACTOR SHALL PARK THE EQUIPMENT AT LOCATIONS, WHICH ARE APPROVED BY THE CITY OF ALLEN. DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL COMPLY WITH THE PRESENT ZONING REQUIREMENTS OF THE GOVERNING AUTHORITIES IN THE USE OF VACANT PROPERTY FOR STORAGE PURPOSES. THE CONTRACTOR SHALL ALSO PROVIDE ADEQUATE BARRICADES, MARKERS AND LIGHTS TO PROTECT THE CITY, THE GOVERNING AUTHORITIES, THE PUBLIC AND THE OTHER WORK. ALL BARRICADES, LIGHTS, AND MARKERS MUST MEET THE REQUIREMENTS OF THE GOVERNING AUTHORITIES' REGULATIONS.
20. **WATER FOR CONSTRUCTION:**
THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR PURCHASING WATER FROM THE GOVERNING AUTHORITY FOR HIS USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH THIS SERVICE SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
21. **TEMPORARY ELECTRIC AND COMMUNICATIONS FOR CONSTRUCTION:**
THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR INSTALLATION AND PURCHASING OF TEMPORARY ELECTRIC AND COMMUNICATIONS SERVICES FROM THE GOVERNING AUTHORITIES FOR HIS USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH THESE SERVICES SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
22. **DRAINAGE CHANNELS:**
WHERE EXISTING DRAINAGE CHANNELS ARE TEMPORARILY DISTURBED OR BLOCKED DURING CONSTRUCTION, IT SHALL BE RESTORED TO ITS ORIGINAL CONDITION, GRADE, AND CROSS SECTION AFTER CONSTRUCTION IS COMPLETED.
23. **COORDINATION WITH OTHERS:**
IN THE EVENT THAT OTHER CONTRACTORS ARE DOING WORK IN THE SAME AREA SIMULTANEOUSLY WITH THE PROJECT, THE CONTRACTOR SHALL COORDINATE HIS PROPOSED CONSTRUCTION WITH THAT OF THE OTHER CONTRACTORS.
24. **CONDITION OF SITE DURING CONSTRUCTION:**
DURING CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE OF THE WORK AND ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE AND SHALL REMOVE SAME FROM ANY PORTION OF THE SITE IF, IN THE OPINION OF THE CITY OF ALLEN, SUCH MATERIAL, DEBRIS, OR RUBBISH CONSTITUTES A NUISANCE OR IS OBJECTIONABLE. IN CASE OF FAILURE ON THE PART OF THE CONTRACTOR UNDER HIS CONTRACT, OR WHERE SUFFICIENT CONTRACT FUNDS ARE UNAVAILABLE FOR THIS PURPOSE, THE CONTRACTOR OR HIS SURETY SHALL REIMBURSE THE CITY FOR ALL SUCH COSTS.
25. **EXISTING ROADWAYS:**
THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF EXISTING PAVED ROADS. ALL COSTS ASSOCIATED WITH MAINTAINING THE CLEANLINESS OF EXISTING ROADS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
26. **DUST CONTROL:**
THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO CONTROL DUST ON THE PROJECT SITE BY SPRINKLING OF WATER, OR ANY OTHER METHODS APPROVED BY THE GOVERNING AUTHORITIES, AND SHALL PROVIDE ALL EQUIPMENT AND PERSONNEL REQUIRED TO PREVENT DUST FROM BECOMING A NUISANCE TO THE ADJACENT PROPERTIES.
27. **CLEAN-UP FOR FINAL ACCEPTANCE:**
THE CONTRACTOR SHALL MAKE A FINAL CLEAN UP OF ALL PARTS OF THE WORK BEFORE ACCEPTANCE BY THE CITY OF ALLEN. THIS CLEAN UP SHALL INCLUDE REMOVAL OF ALL OBJECTIONABLE MATERIALS AND, IN GENERAL, PREPARING THE SITE OF THE WORK IN AN ORDERLY MANNER OF APPEARANCE.
28. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**
ALL WORK WHICH HAS BEEN REJECTED SHALL BE REPAIRED, OR IF IT CANNOT BE REPAIRED SATISFACTORILY, IT SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. DEFECTIVE MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE WORK SITE. WORK DONE BEYOND THE LINE OR NOT IN CONFORMITY WITH THE GRADES SHOWN ON THE DRAWINGS OR AS PROVIDED, WORK DONE WITHOUT REQUIRED INSPECTION, OR ANY EXTRA OR UNCLASSIFIED WORK DONE WITHOUT WRITTEN AUTHORITY AND PRIOR AGREEMENT IN WRITING AS TO PRICES SHALL BE AT THE CONTRACTOR'S RISK, WILL BE CONSIDERED UNAUTHORIZED, AND AT THE OPTION OF THE CITY OF ALLEN MAY NOT BE MEASURED AND PAID FOR AND MAY BE ORDERED REMOVED AT THE CONTRACTOR'S EXPENSE. UPON FAILURE OF THE CONTRACTOR TO REPAIR SATISFACTORILY OR TO REMOVE AND REPLACE, IF SO DIRECTED, REJECTED, UNAUTHORIZED OR CONDEMNED WORK OR MATERIALS IMMEDIATELY AFTER RECEIVING NOTICE FROM THE CITY, THE CITY WILL, AFTER GIVING WRITTEN NOTICE TO THE CONTRACTOR, HAVE THE AUTHORITY TO CAUSE DEFECTIVE WORK TO BE REMOVED OR REMOVED AND REPLACED, OR TO CAUSE UNAUTHORIZED WORK TO BE REMOVED AND TO DEDUCT THE COST THEREOF FROM ANY MONIES DUE OR TO BECOME DUE THE CONTRACTOR.
29. **DISPOSITION AND DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS:**
ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDING BUT NOT LIMITED TO EXCESS MATERIAL AND UNSUITABLE MATERIALS SUCH AS CONCRETE, ASPHALT, LARGE ROCKS, REFUSE, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ALSO COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE.
30. **SODDING:**
THE CONTRACTOR SHALL PROVIDE SOLID SODDING IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN IN ORDER TO ESTABLISH A GRASS COVER ON DISTURBED AREAS SUBJECTED TO THE EROSION OF THE SOIL SURFACE. ALL GRASS AREAS DAMAGED BY CONSTRUCTION SHALL RECEIVE 4" OF TOPSOIL AND SOLID SODDING. REMOVE SOD, GRASS, ROOTS, WEEDS, STICKS, STONES OVER TWO INCHES IN DIAMETER, AND OTHER FOREIGN MATERIAL FROM THE TOPSOIL.
31. **RECORD DRAWINGS:**
THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY THE PROJECT CONTRACT DOCUMENTS. THESE RECORD PRINTS WILL BE REVIEWED BY THE CITY OF ALLEN EACH MONTH PRIOR TO THE PRELIMINARY REVIEW OF THE CONTRACTOR'S REQUEST FOR PAYMENT. IF THE DRAWINGS ARE NOT COMPLETE, ACCURATE AND UP-TO DATE, THE CITY WILL NOT ACCEPT THE PAYMENT REQUEST. THE COMPLETED SET OF "RECORD" DRAWINGS MUST BE DELIVERED TO THE CITY BEFORE REQUESTING FINAL PAYMENT.
32. CONTRACTOR'S PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
33. CONTRACTOR SHALL VERIFY THE ELEVATION, CONFIGURATION, AND ANGULATIONS OF EXISTING LINES PRIOR TO CONSTRUCTION OR ACQUIRING OF MATERIALS. SUCH VERIFICATION SHALL BE CONSIDERED AS SUBSIDIARY TO THE COST OF PROJECT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
34. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF ALLEN STANDARD SPECIFICATIONS AND DETAILS, EXCEPT WHERE MODIFIED IN THESE PLANS OR IN THE SPECIAL CONDITIONS OF THE CONTRACT DOCUMENTS.
35. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, TRASH, ETC. SHALL BE PROPERLY DISPOSED.
36. CONTRACTOR SHALL SAWCUT EXISTING CURB AND GUTTER, PAVEMENT, DRIVEWAYS, AND SIDEWALKS AT AREAS WHERE PAVEMENT OR CONCRETE IS TO BE REMOVED. CONTRACTOR SHALL PROVIDE COMPACTED SELECT MATERIAL AS NEEDED TO REPAIR DAMAGED DRIVES, STREETS, WALKS, AND PATIOS.
37. THE CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF AFFECTED PROPERTY OWNER) ANY TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, BUILDINGS, IRRIGATION, WALKS, ETC. IN OR NEAR PROPOSED CONSTRUCTIONS AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE ITEM.
38. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO PROTECT THE AREA, INCLUDING THE PERSONAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
39. ALL BARRICADES, WARNING SIGNS LIGHT DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE INSTALLATION SHOWN IN THE 2011 TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AS CURRENTLY AMENDED, TEXAS STATE DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION.
40. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS FROM THE CONSTRUCTION.
41. THE LOCATION OF DRIVEWAYS, STEPS, RETAINING WALLS, ETC. AND ALL WATER, SANITARY SEWER, STORM SEWER, TELEPHONE, GAS ELECTRIC AND CABLE TELEVISION UTILITIES, AS SHOWN ON THESE PLANS ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AFTER CONSULTATION WITH THE PROPERTY OWNERS AND THE RESPECTIVE UTILITY COMPANIES.
42. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

GENERAL NOTES

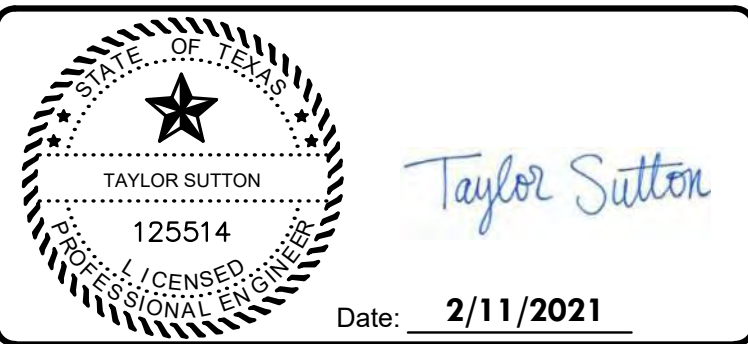
- A. GENERAL:
PAVEMENT THICKNESS IS AS SHOWN IN ITEM G. SUBGRADE DESIGN SHALL CONFORM TO CITY OF ALLEN DEPARTMENT OF ENGINEERING REQUIREMENTS IN ITEM C AND SHALL EXTEND 12" MIN. BEHIND THE BACK OF CURB.
- B. REINFORCED CONCRETE PAVEMENT:
1. CONCRETE STRENGTH SHALL BE SHOWN IN ITEM G (NCTCOG LATEST EDITION).
2. ALL CURBS SHALL BE INTEGRAL WITH PAVEMENT AND SHALL BE OF THE SAME STRENGTH AS CONCRETE PAVEMENT.
3. DETAIL AND ARRANGEMENT OF PAVEMENT JOINTS SHALL BE AS SHOWN ON SHEET SD-P04 AND SD-P05.
4. BAR LAPS SHALL BE THIRTY DIAMETERS.
5. CURING COMPOUND SHALL BE PLACE PER NCTCOG ON ALL CONCRETE UNLESS OTHERWISE SPECIFIED.
- C. SUBGRADE:
SUBGRADE UNDER ALL PAVEMENT SHALL BE 6" THICK AND SHALL BE STABILIZED WITH AT LEAST 30 LBS/SY HYDRATED LIME COMPACTED TO A DENSITY NOT LESS THAN 95%. LABORATORY TEST MUST BE SUBMITTED TO THE ENGINEERING DEPARTMENT FOR APPROVAL TO DETERMINE AMOUNT OF LIME REQUIRED. LABORATORY TEST MAY BE WAIVED PROVIDED AT LEAST 36 LBS OF LIME/SY IS USED. SEE ITEM 4.6.4 SPECIAL PROVISIONS.
- D. BAR CHAIRS OR AN APPROVED DEVICE SHALL BE FURNISHED.
- E. NO TRAFFIC ON FINISHED SUBGRADE SHALL BE PERMITTED AFTER REINFORCING STEEL IS INSTALLED ABOVE GRADE. NO TRAFFIC SHALL BE PERMITTED BEFORE OR DURING THE PLACING OF CONCRETE.
- F. CROSS SLOPE OF STRAIGHT CROWN STREETS SHALL BE 2% UNLESS APPROVED BY CITY ENGINEER. (SEE SD-P03). ALL SIDEWALK CROSS SLOPE SHALL BE 1% MINIMUM AND IN NO CASE SHALL NOT EXCEED 2%. (ZERO TOLERANCE) TO MEET ACCESSIBILITY REQUIREMENTS.
- G. PAVEMENT THICKNESS AND STRENGTHS SHALL BE AS FOLLOWS:
M8D – 9" CLASS "C" W/ #4 REBAR (4/8") ON 12" CENTERS EACH WAY
M6D – 9" CLASS "C" W/ #4 REBAR (4/8") ON 12" CENTERS EACH WAY
M4D – 9" CLASS "C" W/ #4 REBAR (4/8") ON 12" CENTERS EACH WAY
C4D – 7" CLASS "C" W/ #4 REBAR (4/8") ON 12" CENTERS EACH WAY
C2U – 7" CLASS "C" W/ #4 REBAR (4/8") ON 12" CENTERS EACH WAY
R2U – 6" CLASS "C" W/ #3 REBAR (3/8") ON 12" CENTERS EACH WAY
FIRE LANES – 6" CLASS "C" W/ #3 REBAR (3/8") ON 12" CENTERS EACH WAY
SIDEWALKS & BFRs – 4" CLASS "C" W/ #3 REBAR (3/8") ON 12" CENTERS EACH WAY
DRIVE APPROACH – 6" CLASS "C" W/ #3 REBAR (3/8") ON 12" CENTERS EACH WAY
ALLEY – 4", 6" & 8" CLASS "C" W/ #3 REBAR (3/8") ON 12" CENTERS EACH WAY
- H. CLASS "C" CONCRETE SHALL BE 3600 PSI COMP AS DEFINED BY NCTCOG.
- I. ALL MEDIANS AND PARKWAYS SHALL BE PROVIDED WITH BERMUDA GROUND COVER.
- J. ONCE A CURB ABUTTING A THOROUGHFARE HAS BEEN SAWCUT AND REMOVED, THE CONTRACTOR MUST REPLACE THE CONCRETE WITH A NEW POUR (i.e. DRIVEWAY) WITHIN 14 CALENDAR DAYS. LIQUIDATED DAMAGES WILL BE ASSESSED AT \$500 PER DAY FOR EACH CALENDAR DAY IN EXCESS OF 14 CALENDAR DAYS. PAYMENT SHALL BE MADE PRIOR TO ACCEPTANCE OR ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

 CITY OF ALLEN DEPARTMENT OF ENGINEERING	GENERAL NOTES	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: MAY 1991	REV DATE: SEPT 2019	SHEET : SD-P01

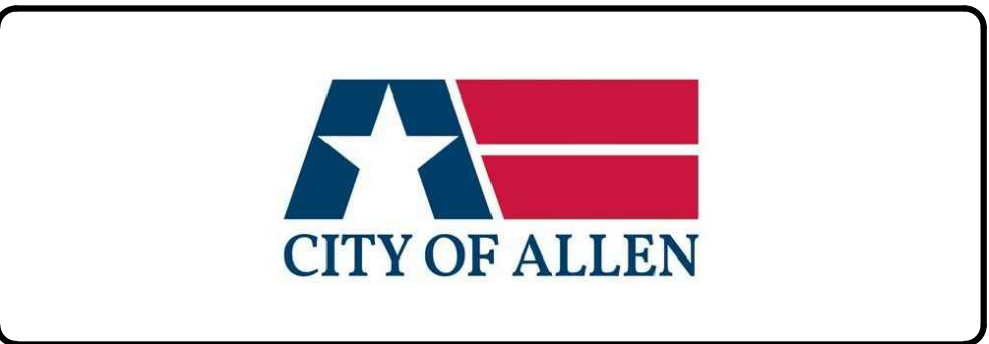
no.	revision			by	date



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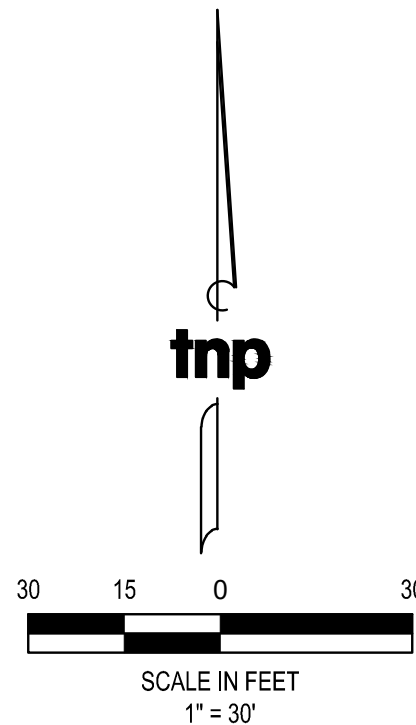
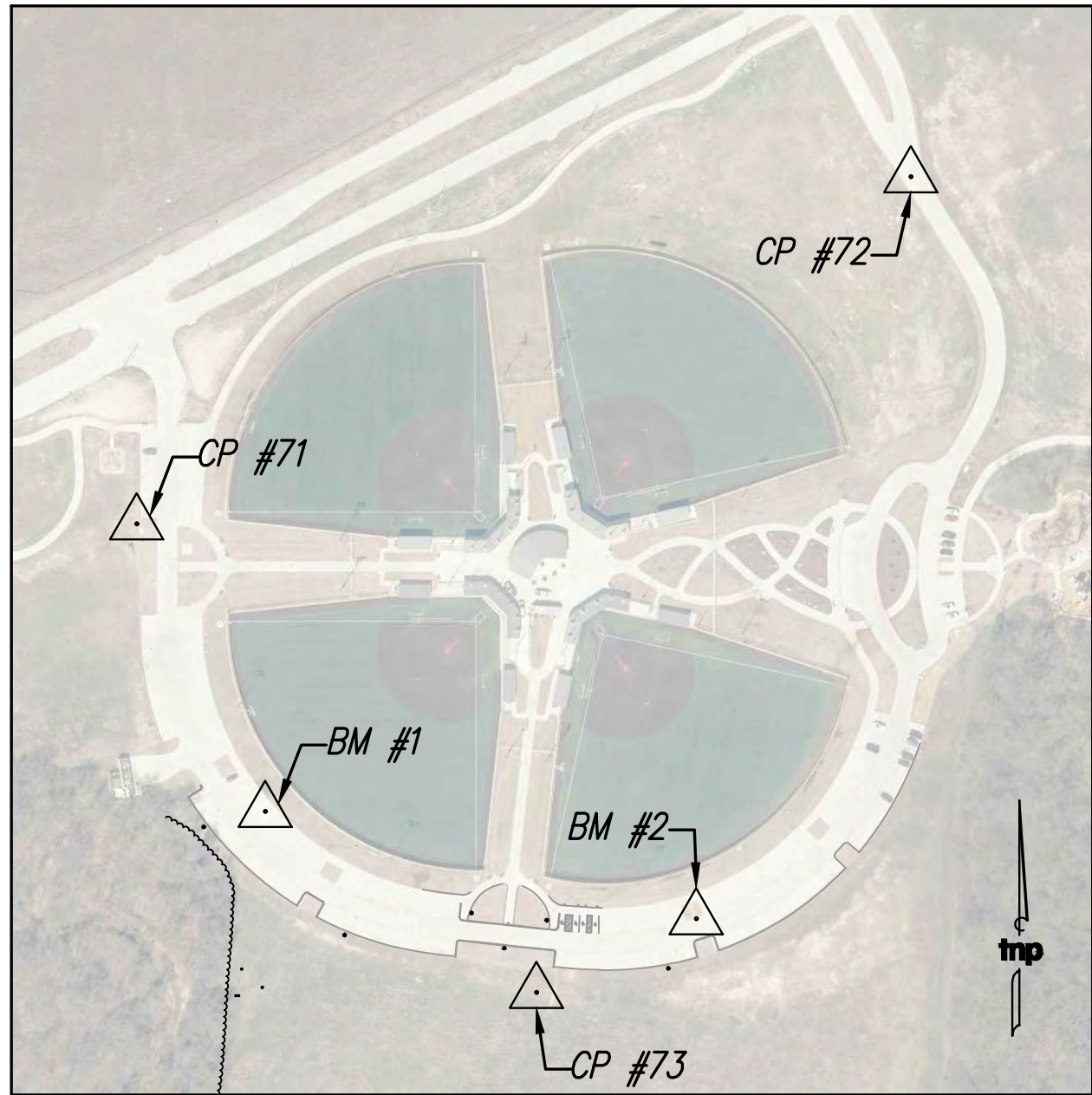
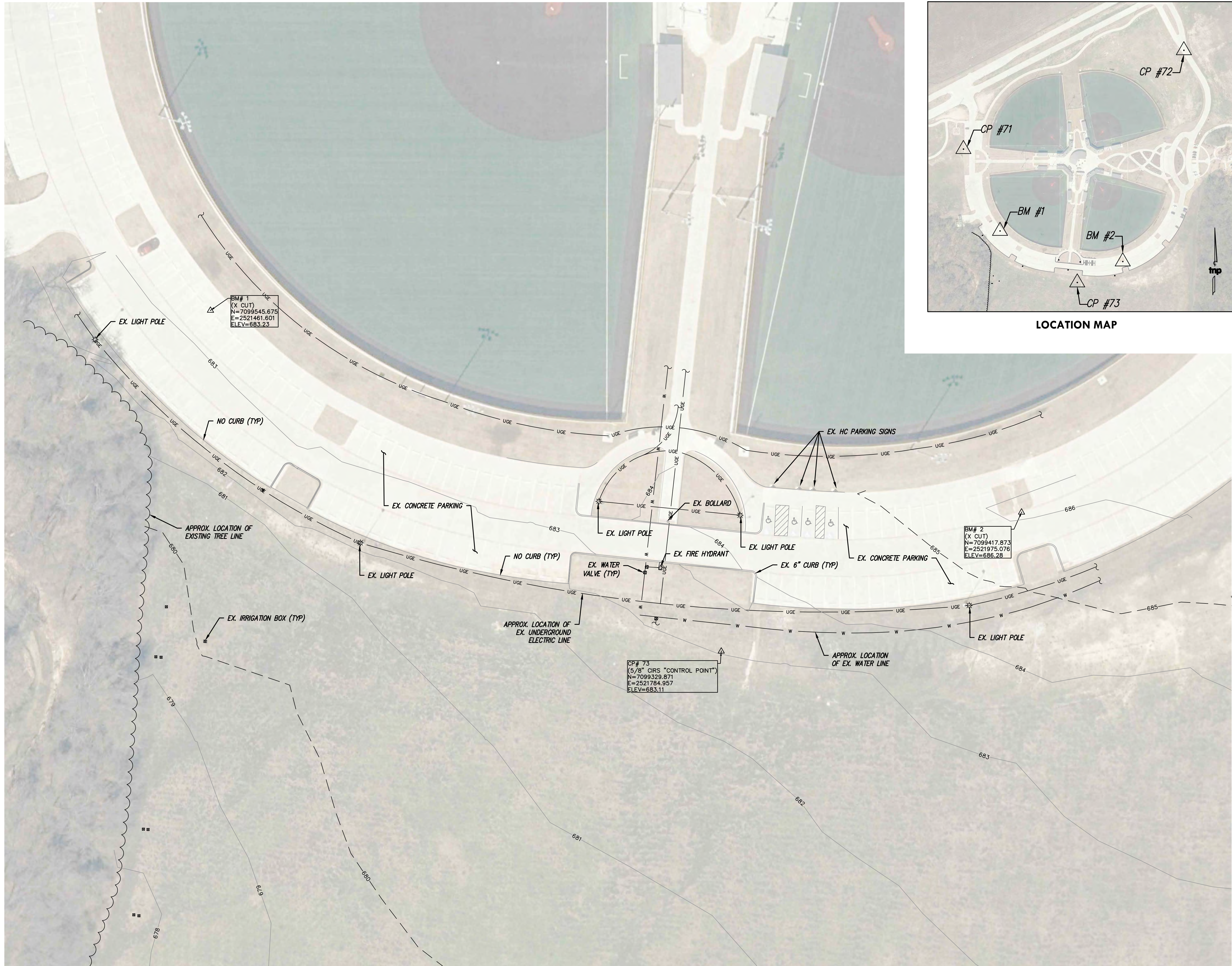


scale when bar is 1 inch long
horiz N/A
vert N/A
FEB 2021



Allen, Texas	
Improvements for SPIRIT PARK PARKING LOT IMPROVEMENTS	
GENERAL NOTES	

tnp project ALN20377
sheet 2 of 9



LEGEND	
	TNP CONTROL POINT
	EXISTING WATER VALVE
	EXISTING TREE IRRIGATION
	EXISTING LIGHT POLE
	EXISTING SIGN
	EXISTING UNDERGROUND ELECTRIC
	EXISTING WATER LINE
	EXISTING MINOR CONTOUR LINE
	EXISTING MAJOR CONTOUR LINE

EXISTING TOPOGRAPHY NOTES:

- THIS SET OF CONSTRUCTION DRAWINGS WERE PREPARED USING SURVEY INFORMATION BY TNP, INC. (TNP), DATED SEPTEMBER 11, 2020. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES FOUND DURING THE FIELD VERIFICATION OF CONSTRUCTION STAKING PRIOR TO THE START OF CONSTRUCTION.
- BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE 4202; NAD83 (2011) EPOCH 2010) AS DERIVED LOCALLY FROM ALLTERRA CENTRAL RTKNET CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. AN AVERAGE COMBINATION FACTOR OF 1.000152710 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.
- SURVEY INFO SHOWN ON THIS SHEET AND THROUGHOUT THE PLAN HAVE BEEN SUPPLEMENTED FROM SITE VISITS, RECORD DATA (RD) AND INFO FROM OTHER ENTITIES.

BENCHMARKS			
BM#1: "X" CUT			
N: 7099545.675	E: 2521461.601	ELEV=683.23	
BM#2: "X" CUT			
N: 7099417.873	E: 2521975.076	ELEV=686.28	
CP#71: "X" CUT			
N: 7099887.917	E: 2521308.615	ELEV=683.99	
CP#72: "X" CUT			
N: 7100300.733	E: 2522230.566	ELEV=695.88	
CP#73: "5/8" CIRS CONTROL POINT			
N: 7099329.871	E: 2521784.957	ELEV=683.11	

**THIS TOPOGRAPHIC SURVEY
WAS PREPARED BY
TEAGUE, NALL AND PERKINS
SEPTEMBER 11, 2020**

Drawing: P:\PROJECT\3\ALN20377\CAD\Sheets\ALN20377-Topographic-Survey.dwg at Feb. 11, 2021-11:07am by Isotian

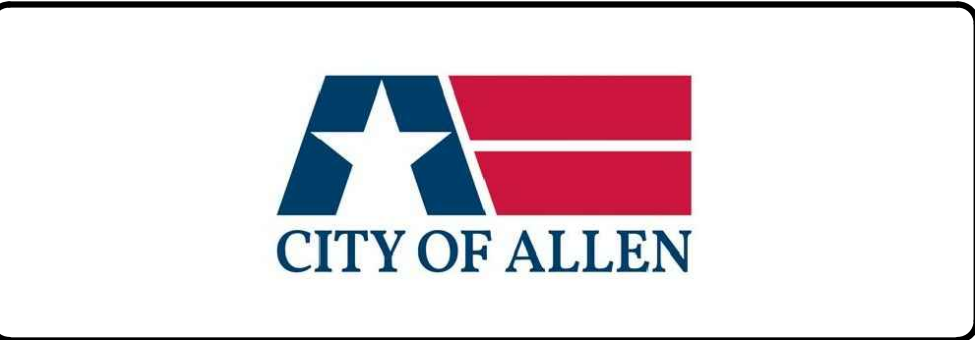
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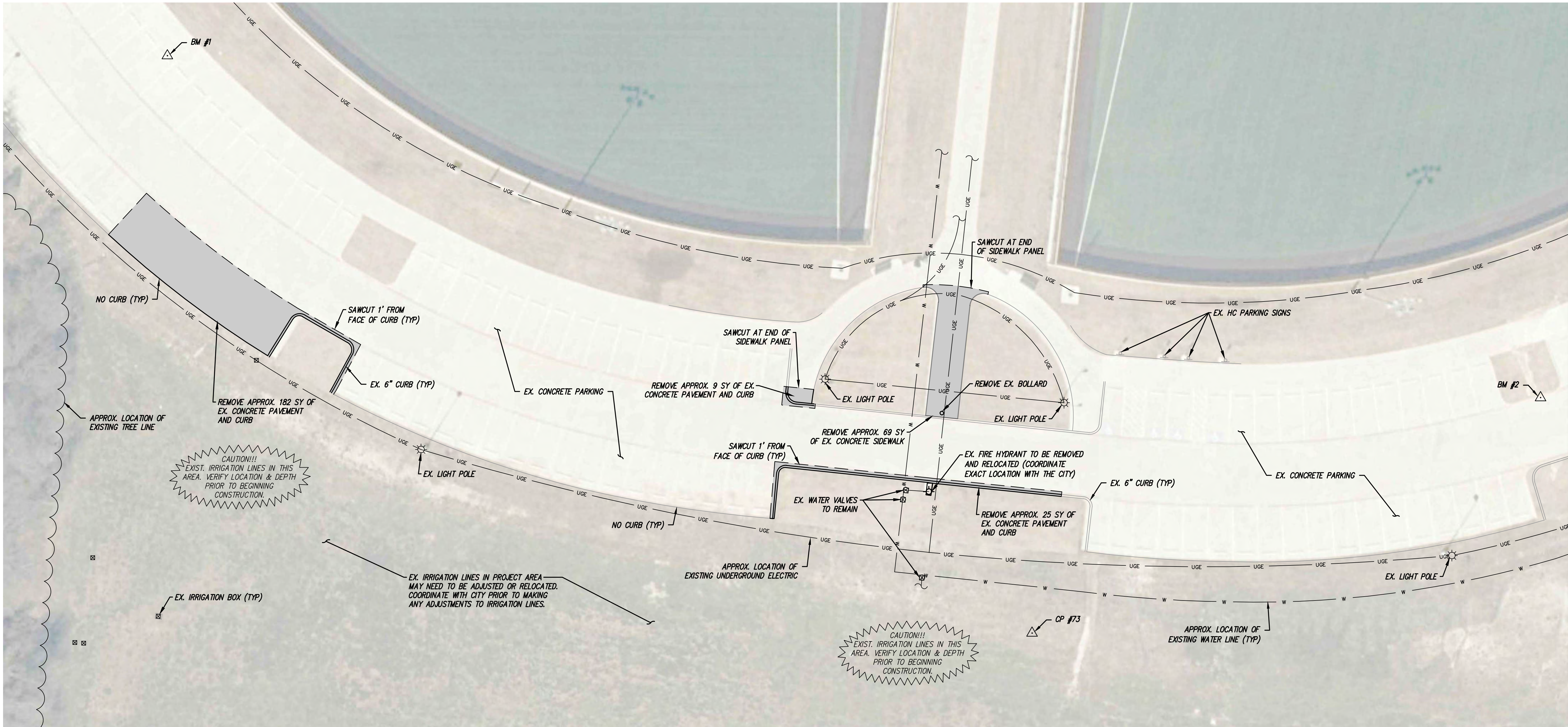
**THIS SHEET IS FOR
INFORMATION ONLY**

scale
when bar is
1 inch long
horiz
1"=30'
vert
N/A
FEB 2021



Allen, Texas
Improvements for SPIRIT PARK PARKING LOT IMPROVEMENTS
EXISTING TOPOGRAPHY PLAN

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ALN20377
sheet
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of
9



tnp

2010020

SCALE IN FEET

1" = 20'

LEGEND

CONCRETE REMOVAL

SAWCUT

DEMOLITION NOTES:

- REFER TO SHEET 2 FOR GENERAL PROJECT NOTES.
- CONTRACTOR TO COORDINATE REMOVAL OF MISCELLANEOUS ITEMS WITH THE CITY OF ALLEN.
- ALL PHASING AND METHOD OF DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- INGRESS AND EGRESS: THE CONTRACTOR SHALL MAINTAIN INGRESS AND EGRESS TO THE SITE AND ADJACENT PROPERTIES AT ALL TIMES AND CONDUCT HIS OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
- PROTECTION OF EXISTING FACILITIES: CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS, FENCING, BRACING AND SHORING, AND SECURITY DEVICES TO PROTECT EXISTING STRUCTURES, UTILITIES, APPURTENANCES, TREES AND LANDSCAPING, AND TO PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES WHICH ARE NOT TO BE DEMOLISHED AND/OR REMOVED.
- HAZARDOUS AND/OR CONTAMINATED MATERIALS: THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNING AUTHORITIES IMMEDIATELY IF HAZARDOUS OR CONTAMINATED MATERIALS ARE DISCOVERED.
- STORAGE OF MATERIALS FOR RE-USE: CONTRACTOR SHALL REMOVE AND STORE ON SITE, ALL MATERIALS TO BE SALVAGED OR RE-INSTALLED LATER IN CONSTRUCTION.
- FRANCHISE UTILITY COORDINATION: THE CONTRACTOR SHALL NOTIFY AND COORDINATE WITH ALL FRANCHISE UTILITY COMPANIES FOR THE REMOVAL AND/OR RELOCATION OF THE RESPECTIVE UTILITY LINES AND APPARATUSSES USED BY EACH UTILITY. ALL WORK ASSOCIATED WITH FRANCHISE UTILITY REMOVAL, RELOCATION AND/OR MODIFICATIONS ARE TO BE PERFORMED ONLY BY THAT UTILITY PROVIDER UNLESS SPECIFICALLY NOTED OTHERWISE.
- TREE REMOVAL: NO TREES SHALL BE CUT AND/OR REMOVED FROM THE PROJECT SITE UNTIL SPECIFICALLY AUTHORIZED IN WRITING BY THE GOVERNING AUTHORITY.
- SAWCUTTING OF EXISTING PAVEMENT: SAWCUTTING, WHERE INDICATED ON THE DRAWINGS FOR REMOVAL OF EXISTING PAVEMENT, SHALL BE A FULL DEPTH CUT THAT IS NEAT AND TRUE IN ALIGNMENT.
- REMOVAL OF UTILITIES: THE CONTRACTOR SHALL DISCONNECT, REMOVE AND/OR CAP ALL UTILITIES WHERE INDICATED ON THE DRAWINGS, AND SHALL DOCUMENT THE LOCATION OF CAPPED UTILITIES AND SUBSURFACE OBSTRUCTIONS THAT ARE ENCOUNTERED.
- BACKFILLING: THE CONTRACTOR SHALL BACKFILL ALL EXCAVATED AREAS CAUSED AS A RESULT OF DEMOLITION, AND PROVIDE POSITIVE DRAINAGE TO PREVENT PONDING OF WATER.
- REMOVAL OF MATERIALS FROM SITE: ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDING BUT NOT LIMITED TO CONCRETE CURB AND PAVEMENT, ASPHALT PAVEMENT, BUILDING MATERIALS, EXCESS OR UNSUITABLE EARTHEN MATERIAL, BRUSH AND STUMPS, UTILITY PIPING, TREES, FENCING, ROCK, TRASH, REFUSE AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE.
- REPLACEMENT OF DAMAGED FACILITIES: ALL STRUCTURES, UTILITIES, PAVEMENT, SIDEWALKS, WALLS, FENCES, ETC. NOT DESIGNATED TO BE REMOVED BUT THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO A CONDITION AS GOOD AS OR BETTER THAN THE CONDITIONS PRIOR TO STARTING THE WORK, SOLELY AT THE EXPENSE OF THE CONTRACTOR.

UTILITY NOTE:

THE UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. TNP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES AND TEXAS ONE-CALL SYSTEM AT 1-800-245-4545 OR 811 AT LEAST 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

CAUTION-UNDERGROUND ELECTRIC IN AREA!

DURING THE RECORD RESEARCH PERFORMED FOR THIS PROJECT, ELECTRIC LINES WERE NOTED IN THIS AREA WITH AN APPROXIMATE HORIZONTAL LOCATION IF AVAILABLE. CONTRACTOR SHALL LOCATE ELECTRIC LINE BOTH HORIZONTALLY AND VERTICALLY PRIOR TO ANY CONSTRUCTION EFFORTS PERFORMED.

BENCHMARKS

BM#1: "X" CUT		
N: 7099545.675	E: 2521461.601	ELEV=683.23
BM#2: "X" CUT		
N: 7099417.873	E: 2521975.076	ELEV=686.28

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GBPE: PEF007431; TBAE: BR 2673

STATE OF TEXAS

TAYLOR SUTTON

125514

PROFESSIONAL ENGINEER

Taylor Sutton

Date: 2/11/2021

scale

when bar is

1 inch long

horiz

1"=20'

vert

N/A

FEB 2021



Allen, Texas

Improvements for

SPIRIT PARK PARKING LOT IMPROVEMENTS

DEMOLITION PLAN

tnp project

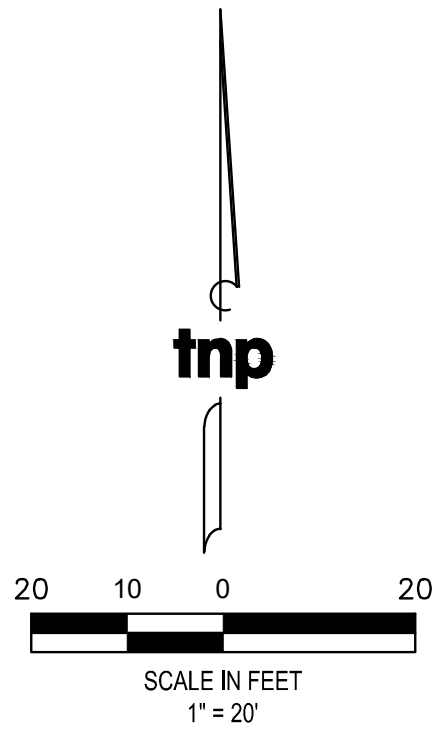
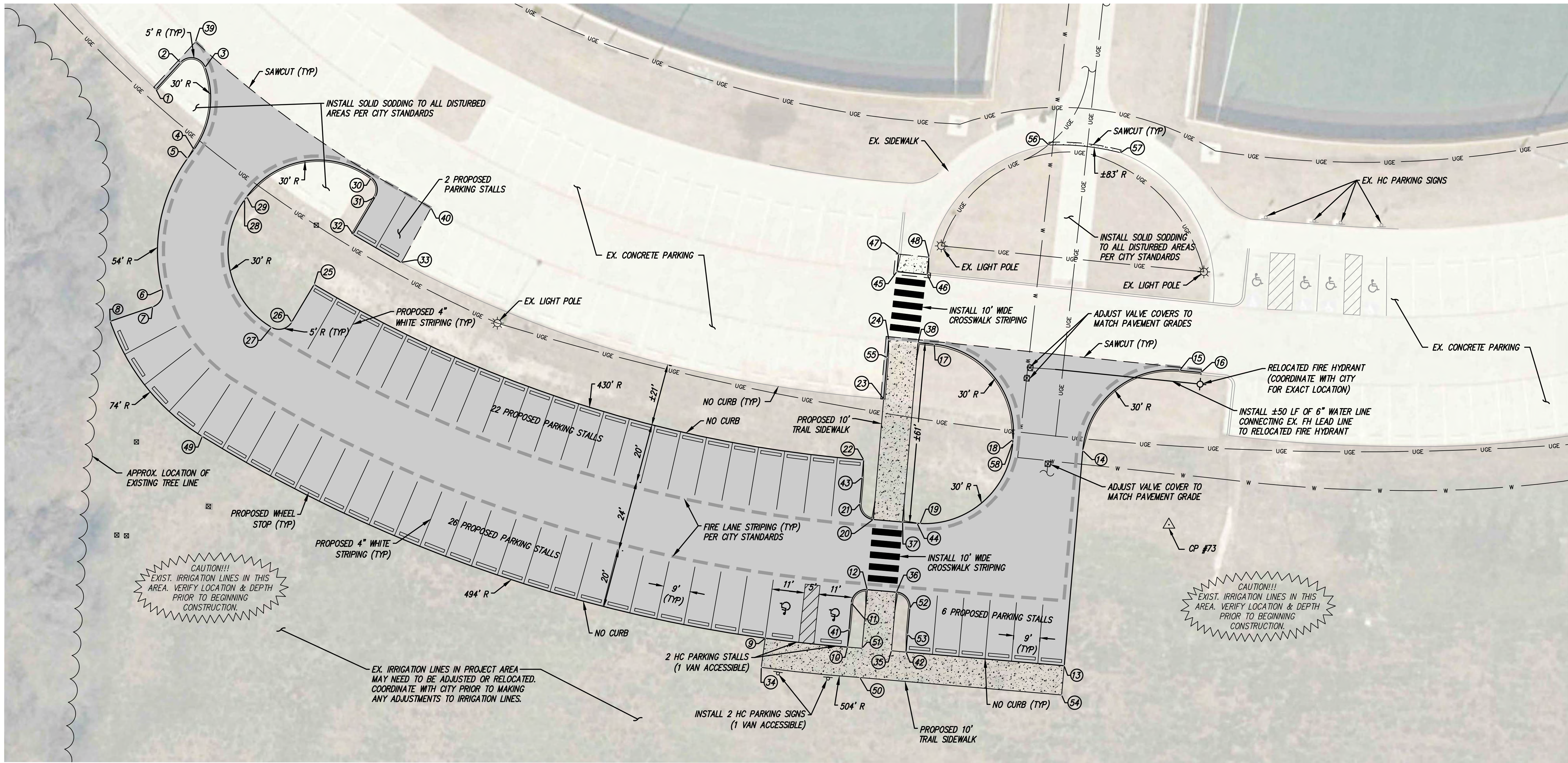
ALN20377

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of

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LEGEND	
	PROPOSED 6" REINFORCED CONCRETE PEDESTRIAN PAVEMENT (REINFORCEMENT SHALL COMPLY WITH CITY STANDARDS AND DETAILS)
	PROPOSED 6" REINFORCED CONCRETE PAVEMENT (REINFORCEMENT SHALL COMPLY WITH CITY STANDARDS AND DETAILS)
	SAWCUT
	FIRE LANE STRIPING
	EXISTING TREE LINE

PARKING SPOTS ADDED::	56 SPACES
PARKING SPOTS REMOVED:	7 SPACES
NET ADDITIONAL PARKING SPOTS:	49 SPACES
HC PARKING SPACES REQUIRED:	2 SPACES (INC. 1 VAN)
HC PARKING SPACES PROVIDED:	2 SPACES (INC. 1 VAN)

PAVING NOTES:

- REFER TO SHEET 2 FOR GENERAL PROJECT NOTES.
- ALL CONCRETE PAVING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,600 PSI AT 28 DAYS.
- ALL SAWED JOINTS SHALL BE SPACED AT 20' MAXIMUM CENTERS EACH WAY, UNLESS NOTED OTHERWISE. SAWCUTTING SHALL BE ACCOMPLISHED WITHIN 4 TO 12 HOURS OF PLACING CONCRETE PAVEMENT. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS FOR LIGHTING, EQUIPMENT AND LABOR TO MEET THE SAWCUT SPECIFICATIONS. NO TOLERANCE IS PERMITTED IN THE SAWCUTTING TIME.
- PROTECTION OF EXISTING IMPROVEMENTS: THE CONTRACTOR SHALL TAKE CARE NOT TO DISTURB EXISTING UTILITIES OR OTHER SITE STRUCTURES DURING PAVEMENT OPERATIONS.
- SUBGRADE PREPARATION: PREPARATION OF THE SUBGRADE UNDER PAVED AREAS SHALL BE PERFORMED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' SPECIFICATIONS. PAVEMENT SUBGRADE SHALL NOT BE ALLOWED TO RETAIN WATER. WET MATERIAL SHALL BE REMOVED TO DRY, SOUND MATERIAL AND APPROPRIATE DENSITY ACHIEVED PRIOR TO PAVING OPERATIONS.
- ALL FILL SHALL BE COMPACTED BY MECHANICAL METHODS. MAXIMUM LOOSE LIFT FOR COMPACTION SHALL BE 8 INCHES. ALL LIFTS SHALL BE TESTED FOR DENSITY BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY.
- PROOF-ROLL SUBGRADE: THE SUBGRADE SHALL BE PROOF-ROLLED WITH HEAVY PNEUMATIC EQUIPMENT. ANY SOFT OR PUMPING AREAS SHALL BE EXCAVATED TO FIRM SUBGRADE AND BACKFILLED AND RE-COMPACTED IN CONFORMANCE WITH CITY STANDARDS.
- HYDRATED LIME: HYDRATED LIME SHALL MEET THE REQUIREMENTS OF TxDOT ITEM 260. LIME TREATMENT USED AS SUBGRADE LIME SHALL BE AT LEAST 30 LBS/SY, THOROUGHLY MIXED AND BLENDED WITH THE TOP 6" OF SUBGRADE AND UNIFORMLY COMPACTED TO A MINIMUM OF 95 PERCENT OF STANDARD PROCTOR (ASTM D698). LIME STABILIZATION SHALL EXTEND 12" OUTSIDE THE LIMITS OF THE PAVED AREA. IT SHOULD BE PROTECTED AND MAINTAINED IN A MOIST CONDITION UNTIL THE PAVEMENT IS PLACED.
- TEMPERATURE CONDITIONS FOR CONCRETE PLACEMENT: CONCRETE SHALL NOT BE PLACED WHEN THE TEMPERATURE IS BELOW 40 DEGREES FAHRENHEIT AND FALLING, BUT MAY BE PLACED WHEN TEMPERATURE IS ABOVE 40 DEGREES FAHRENHEIT AND RISING. THE TEMPERATURE READING SHALL BE TAKEN IN THE SHADE AND AWAY FROM ARTIFICIAL HEAT.
- TESTING: PAVEMENT AREAS FOUND TO BE DEFICIENT IN STRENGTH SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR. ANY AREA FOUND TO BE DEFICIENT IN THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.
- SIDEWALKS AND RAMPS: CONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS AND ACCESSIBLE ROUTES SHALL BE IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND THE AMERICANS DISABILITY ACT (ADA).
- PAVEMENT MARKINGS: PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE TEXAS "UNIFORM TRAFFIC MANUAL FOR PAVEMENT MARKINGS". FIRE LANES SHALL BE STRIPED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' REQUIREMENTS. ALL HANDICAP SYMBOLS, SIGNAGE, AND PAVEMENT MARKINGS SHALL COMPLY WITH TAS AND ADA STANDARDS.
- SAW CUTTING: THE CONTRACTOR SHALL MARK JOINT LOCATIONS AT THE CENTERLINE OF THE DOWEL LENGTH DURING HIS PAVING OPERATIONS. ALL SAWED JOINTS ARE TO BE TRUE IN ALIGNMENT AND SHALL CONTINUE THROUGH THE CURB. RADIAL JOINTS SHALL BE NO SHORTER THAN EIGHTEEN (18) INCHES.
- JOINT SEALING: ALL CONSTRUCTION JOINTS SHALL BE SAWN, CLEANED OF DEBRIS, DIRT, DUST, SCALE, CURING COMPOUND AND CONCRETE, BLOWN DRY AND IMMEDIATELY SEALED.
- FIRE LANES SHALL BE CONSTRUCTED AND MARKED PER CITY STANDARDS. FIRE LANES SHALL BE PROPERLY MARKED WITH A SIX INCH RED STRIPE WITH FOUR INCH WHITE LETTERS STATING "FIRE LANE NO PARKING" EVERY TWENTY FEET ALONG THE ENTIRE LENGTH OF THE FIRE LANE. FIRE LANE MARKINGS SHALL BE ON THE VERTICAL SURFACE OF THE CURB WHEN A CURB IS PRESENT.
- CONTRACTOR TO PROVIDE HANDICAPPED PARKING SIGNS AND POLES.

DIMENSION CONTROL NOTES:

- THIS PLAN SHALL BE USED TO CONTROL THE GEOMETRICS OF THE SITE LAYOUT. DIMENSIONAL TIES AND COORDINATES ARE PROVIDED TO ASSIST IN THE LAYOUT OF THE SITE IMPROVEMENTS. THE CONTRACTOR SHALL VERIFY THE COORDINATE TIES WITH THE DIMENSIONS PROVIDED ON THE PLANS.
- ALL DIMENSIONS AND COORDINATES ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RADII ARE 5' UNLESS OTHERWISE NOTED.

COORDINATE CONTROL TABLE			
Point #	Northing	Easting	Desc
1	7099478.17	2521440.34	PI, END CURB
2	7099487.24	2521448.68	PC
3	7099485.61	2521457.04	PCC
4	7099457.59	2521453.27	PT
5	7099454.53	2521451.06	PC, END CURB
6	7099409.99	2521442.44	PRC
7	7099404.06	2521439.19	PT
8	7099399.17	2521424.79	PI
9	7099291.24	2521647.65	PI
10	7099288.19	2521675.62	PI, BEGIN CURB TRANSITION
11	7099303.20	2521676.91	PC
12	7099307.75	2521682.32	PT
13	7099281.88	2521749.35	PI
14	7099355.19	2521755.68	PC, END CURB
15	7099382.43	2521788.71	PT
16	7099381.71	2521795.97	PI
17	7099391.27	2521705.16	PC
18	7099358.81	2521731.90	PT, END CURB
19	7099330.30	2521700.33	END CURB
20	7099331.66	2521684.39	PC
21	7099337.07	2521679.84	PT
22	7099351.96	2521681.12	PI, END CURB
23	7099372.66	2521687.93	PI
24	7099392.84	2521689.67	PI, END CURB
25	7099411.67	2521494.17	PI
26	7099398.83	2521486.48	PC
27	7099397.09	2521479.66	PCC
28	7099440.49	2521470.53	PT
29	7099441.52	2521471.26	PC, END CURB

COORDINATE CONTROL TABLE			
Point #	Northing	Easting	Desc
30	7099448.00	2521513.57	PCC
31	7099441.45	2521514.88	PT
32	7099428.75	2521507.37	PI, END CURB
33	7099419.16	2521523.77	PI, SAWCUT EDGE
34	7099281.33	2521646.28	PC
35	7099287.00	2521690.57	PI
36	7099306.89	2521692.29	PC
37	7099330.80	2521694.35	PI
38	7099391.85	2521699.62	PI
39	7099494.31	2521453.81	SAWCUT EDGE
40	7099437.73	2521533.92	SAWCUT EDGE
41	7099294.12	2521676.13	BEGIN 6" CURB
42	7099286.53	2521695.55	END CURB
43	7099345.94	2521680.60	BEGIN CURB TRANSITION
44	7099330.37	2521699.33	PT
45	7099416.04	2521692.42	PI, END CURB
46	7099414.98	2521702.73	PI, BEGIN 6" CURB
47	7099422.02	2521693.04	PI, BEGIN 6" CURB
48	7099420.95	2521703.35	PI, END CURB
49	7099359.93	2521456.07	PCC
50	7099277.85	2521679.82	PT
51	7099287.82	2521680.60	PI
52	7099301.48	2521696.84	PT
53	7099292.55	2521696.07	BEGIN CURB TRANSITION
54	7099271.92	2521748.49	PI
55	7099386.82	2521688.15	PI, BEGIN 6" CURB
56	7099459.08	2521744.22	PI, SIDEWALK EDGE
57	7099456.46	2521768.45	PI, SIDEWALK EDGE
58	7099357.68	2521731.80	PC

UTILITY NOTE:

THE UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. TNP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES AND TEXAS ONE-CALL SYSTEM AT 1-800-245-4545 OR 811 AT LEAST 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

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BM#2: "X" CUT		
N: 7099417.873	E: 2521975.076	ELEV=686.28

Drawing: P:\PROJECT\SAUN20377\CAD\Sheets\ALN20377 SITE, PAVING, AND DIMENSIONAL CONTROL PLAN.dwg at Feb 11, 2021 11:07am by Isaiun

no.	revision	by	date



teague nall and perkins, inc

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GBPE: PEF007431; TBAE: BR 2673

Taylor Sutton

Date: 2/11/2021

scale

when bar is 1 inch long

horiz 1"=20'

vert N/A

FEB 2021



Allen, Texas

Improvements for

SPIRIT PARK PARKING LOT IMPROVEMENTS

SITE, PAVING, AND DIMENSIONAL CONTROL PLAN

tnp project

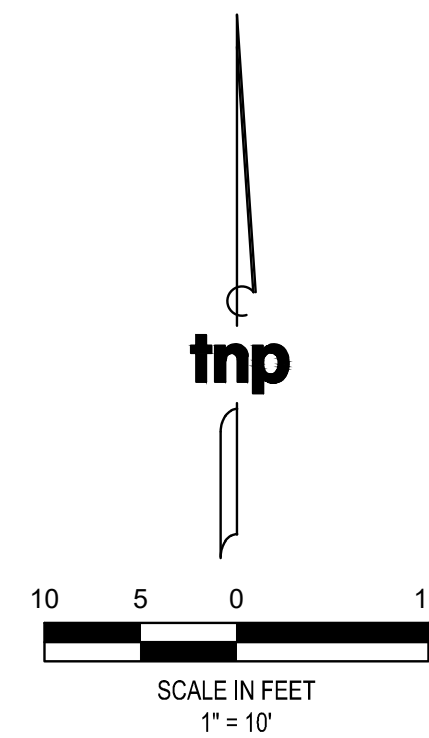
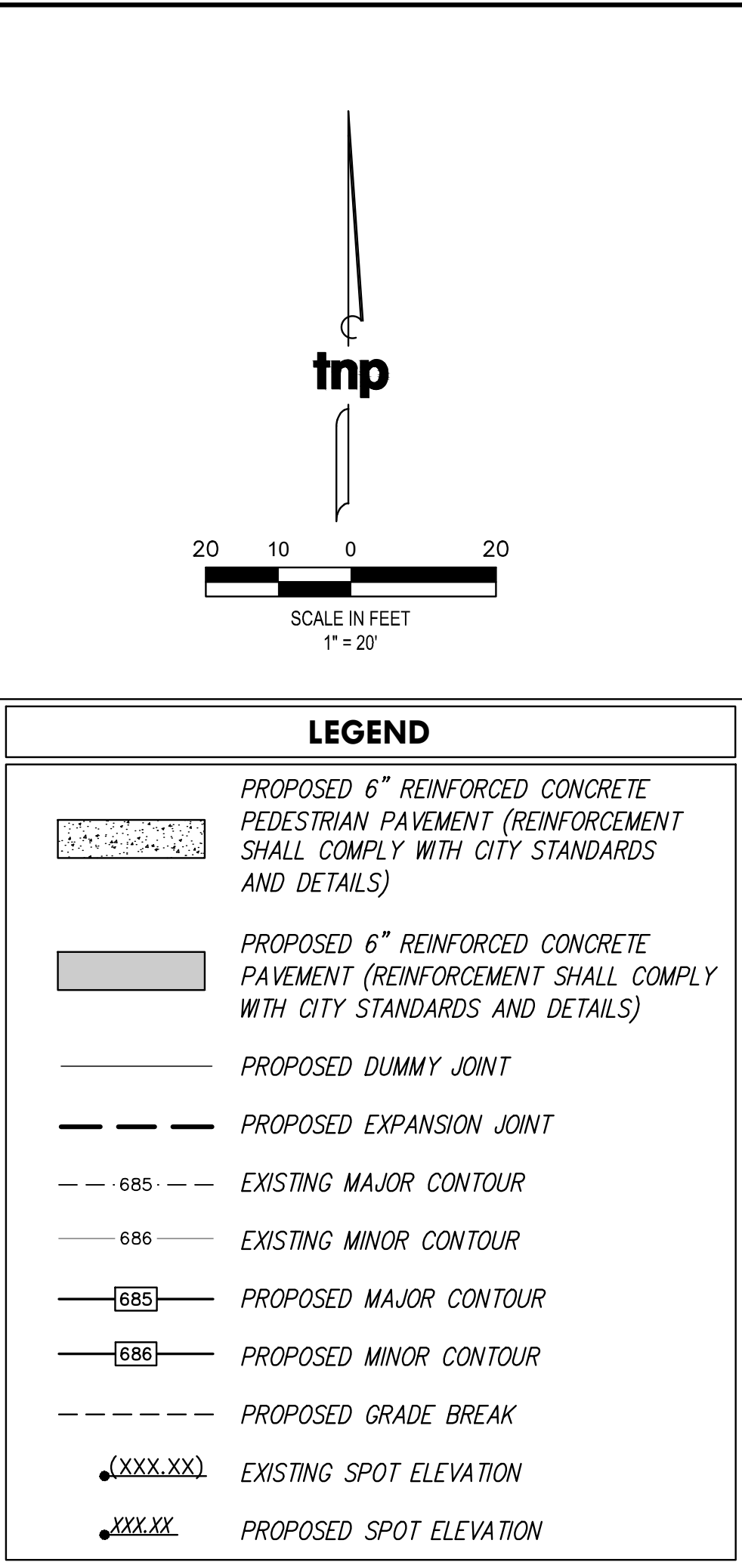
ALN20377

sheet

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of

9



2. REFER TO SHEET 2 FOR GENERAL PROJECT NOTES.
3. CONTRACTOR SHALL MATCH EXISTING ELEVATION AT ALL SAWCUT LIMITS.
4. LANDSCAPE GRADE SHALL NOT EXCEED A 4:1 SLOPE.
5. CONTRACTOR IS REQUIRED TO INSTALL AND MAINTAIN EROSION CONTROL AT ALL TIMES THROUGHOUT THE PROJECT.
6. THE SPREADING AND COMPACTION OF ANY WASTE OR EXCESS MATERIAL NOT SUITABLE FOR FILLING, SUCH AS LARGE ROCK, CONCRETE, TREES, TRASH AND VEGETATION, SHALL BE DEPOSED OFFSITE AT THE CONTRACTOR'S EXPENSE ONLY IN THOSE AREAS APPROVED FOR DISPOSING OF WASTE MATERIAL. THE CONTRACTOR SHALL NOT DISPOSE OF WASTE MATERIAL ON ADJACENT PROPERTY OWNED BY OTHER AREAS WHICH ARE NOT LEGALLY ACCEPTED BY THE CITY. NO BURNING OF ANY MATERIAL AT ANY TIME SHALL BE ALLOWED ON THIS SITE UNLESS PERMITTED BY CITY ORDINANCES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SAFETY LAWS IN ACCORDANCE WITH THE CITY, STATE AND FEDERAL LAWS WHICH GOVERN CONSTRUCTION.
8. ALL WALKS SHALL NOT EXCEED THE MAXIMUM SLOPES ALLOWED BY THE TEXAS ACCESSIBILITY STANDARDS (TAS), THE MAXIMUM CROSS SLOPE IS 2% AND THE MAXIMUM DIRECTIONAL SLOPE IS 5%.
9. ALL SPOT GRADES ARE FOR PROPOSED ELEVATION OF PAVEMENT OR GUTTER ELEVATIONS, UNLESS INDICATED OTHERWISE.
10. ALL SPOT GRADES FOR PROPOSED FILL SHALL BE FREE OF ROCK, VEGETATION, AND OTHER DESTRUCTIVE OR UNDESIRABLE MATERIAL. ROCKS LESS THAN 4 INCHES IN LARGEST DIMENSION WITHIN 15" OF PROPOSED SUBGRADE ELEVATION, LESS THAN 6 INCHES IN SIZE FROM 15" TO 36" OF PROPOSED SUBGRADE ELEVATION, LESS THAN 12 INCHES IN SIZE FROM 36" TO 72" OF PROPOSED SUBGRADE ELEVATION, AND LESS THAN 18 INCHES IN LARGEST DIMENSION FOR FILLS IN EXCESS OF 72" FROM SUBGRADE ELEVATION, WILL BE ALLOWED AS ACCEPTABLE FILL MATERIAL. ROCK FILLS SHOULD BE SUPPLEMENTED WITH A SUFFICIENT AMOUNT OF FINE MATERIAL TO PREVENT VOIDS. THE FILL MATERIAL SHOULD BE PLACED IN LEVEL, UNIFORM LIFTS, WITH EACH LIFT COMPACTED TO THE MINIMUM DRY DENSITY WITHIN THE COMPACTION SOIL MOISTURE RANGES PER CITY STANDARDS. EACH LAYER SHOULD BE PROPERLY PLACED, MIXED, SPREAD, AND COMPACTED TO BETWEEN 95 AND 100 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY ASTM D 698.
11. SPOT ELEVATION CONTOURS INDICATED ON THE GRADING PLAN ARE FINISHED GRADES AND ARE SHOWN AT ONE-FOOT INTERVALS. SPOT ELEVATIONS SHOWN IN PAVED AREAS ARE TOP OF PAVEMENT, UNLESS NOTED OTHERWISE.
12. ALL LANDSCAPE AREAS AND OTHER DISTURBED AREAS WITHIN THE LIMITS OF THE PROPERTY NOT DESIGNATED TO BE PAVED SHALL RECEIVE FOUR (4) INCHES OF TOPSOIL.
13. EXPANSION JOINT SPACING SHALL BE 100' MAXIMUM AND SAWED JOINT SPACING SHALL BE 20' MAXIMUM PER CITY STANDARDS.

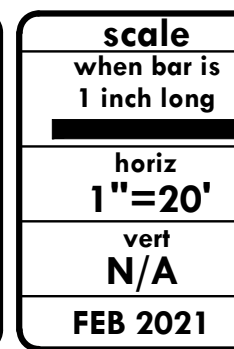
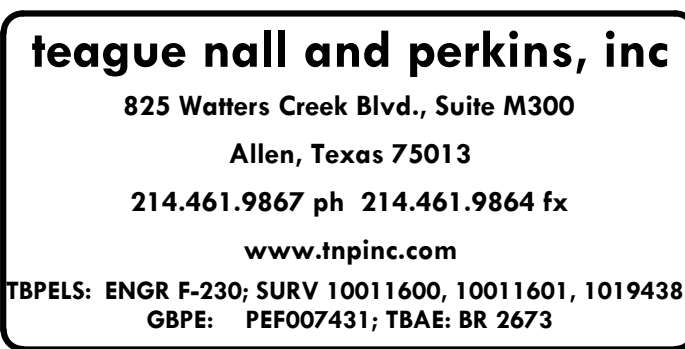
DURING THE RECORD RESEARCH PERFORMED FOR THIS PROJECT, ELECTRIC LINES WERE NOTED IN THIS AREA WITH AN APPROXIMATE HORIZONTAL LOCATION IF AVAILABLE. CONTRACTOR SHALL LOCATE ELECTRIC LINE BOTH HORIZONTALLY AND VERTICALLY PRIOR TO ANY CONSTRUCTION EFFORTS PERFORMED.

THE UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. TNP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO EXAMINE AND CALL OUT UTILITIES AT LEAST 48 HOURS IN ADVANCE. IF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

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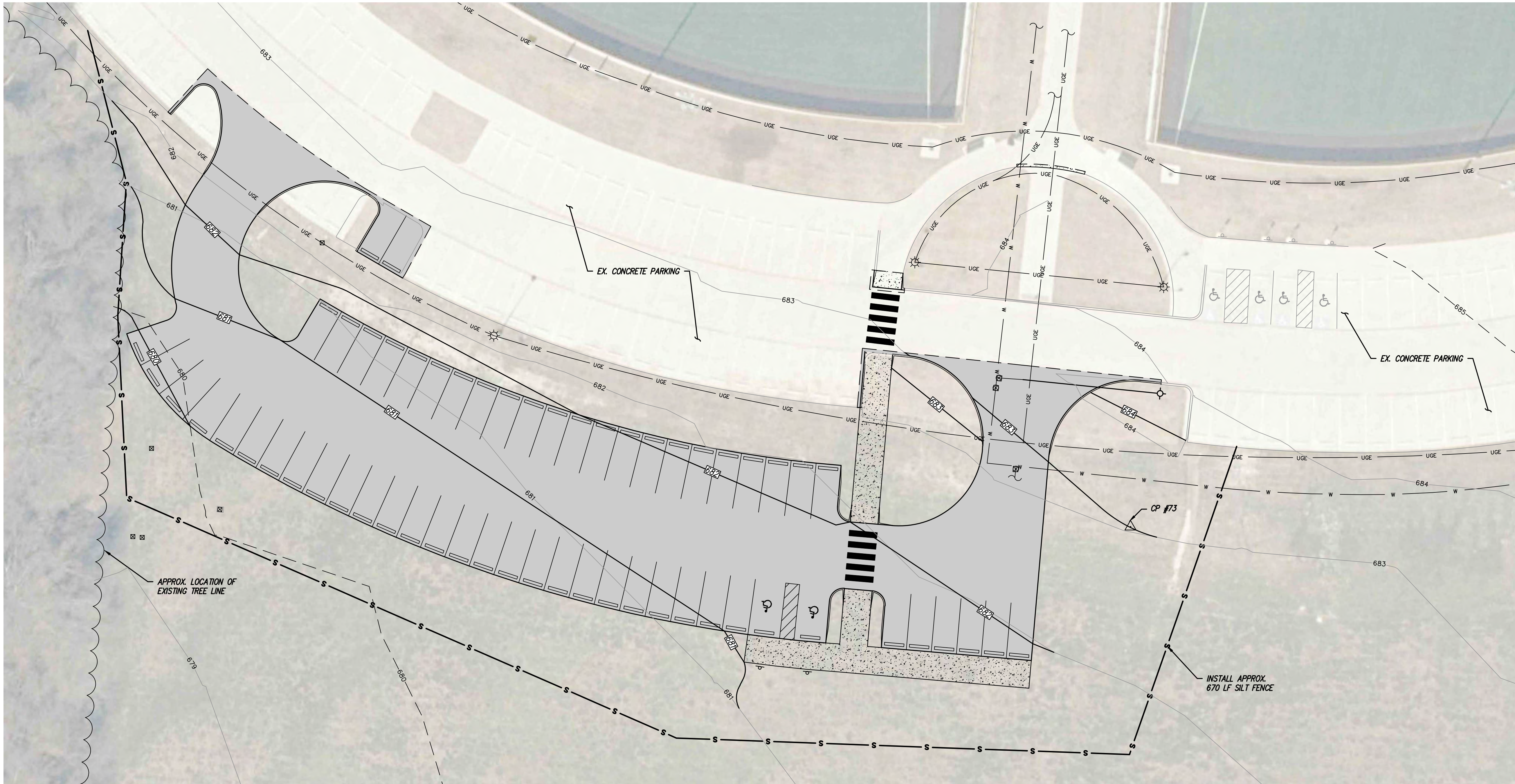
no.	revision	by	date

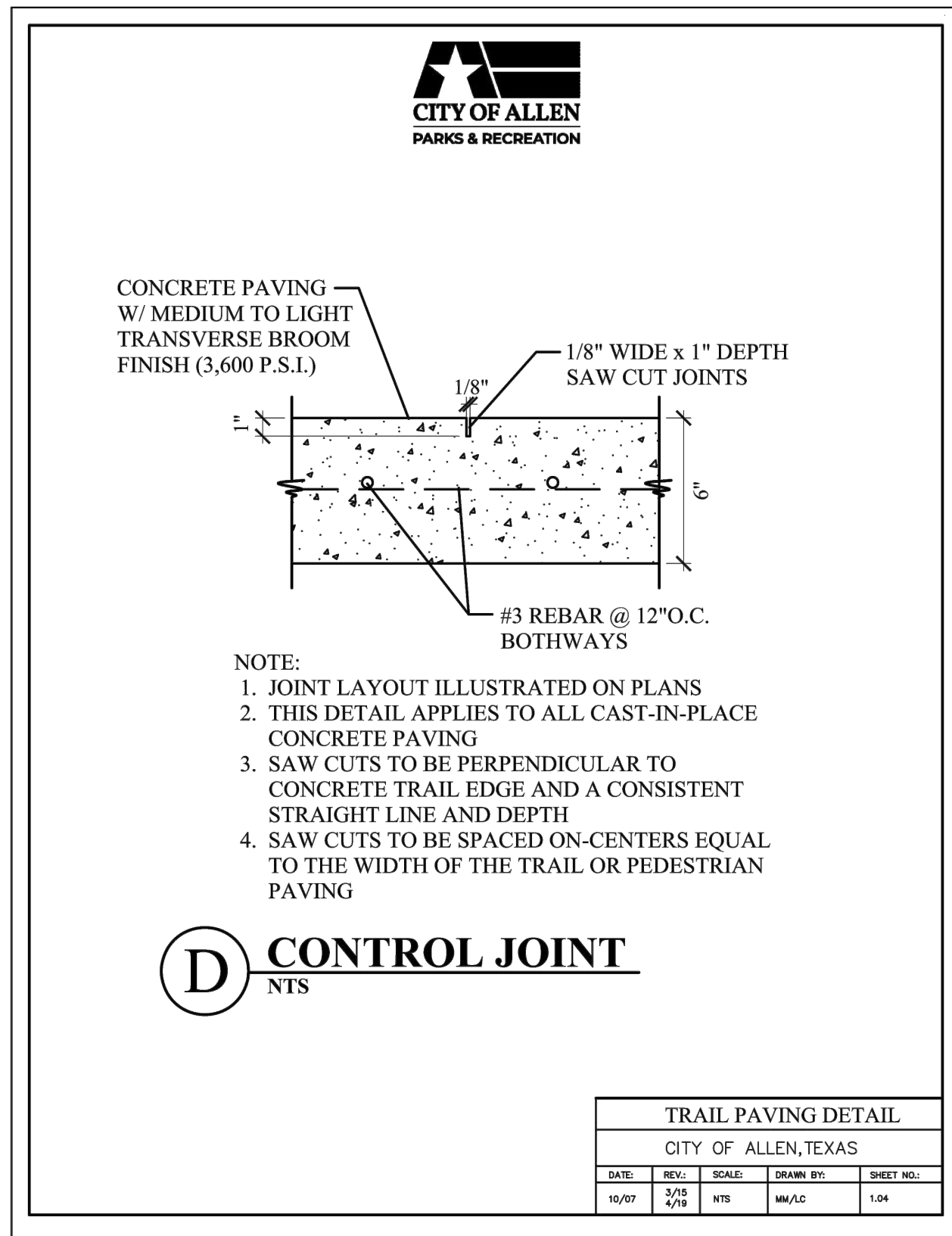
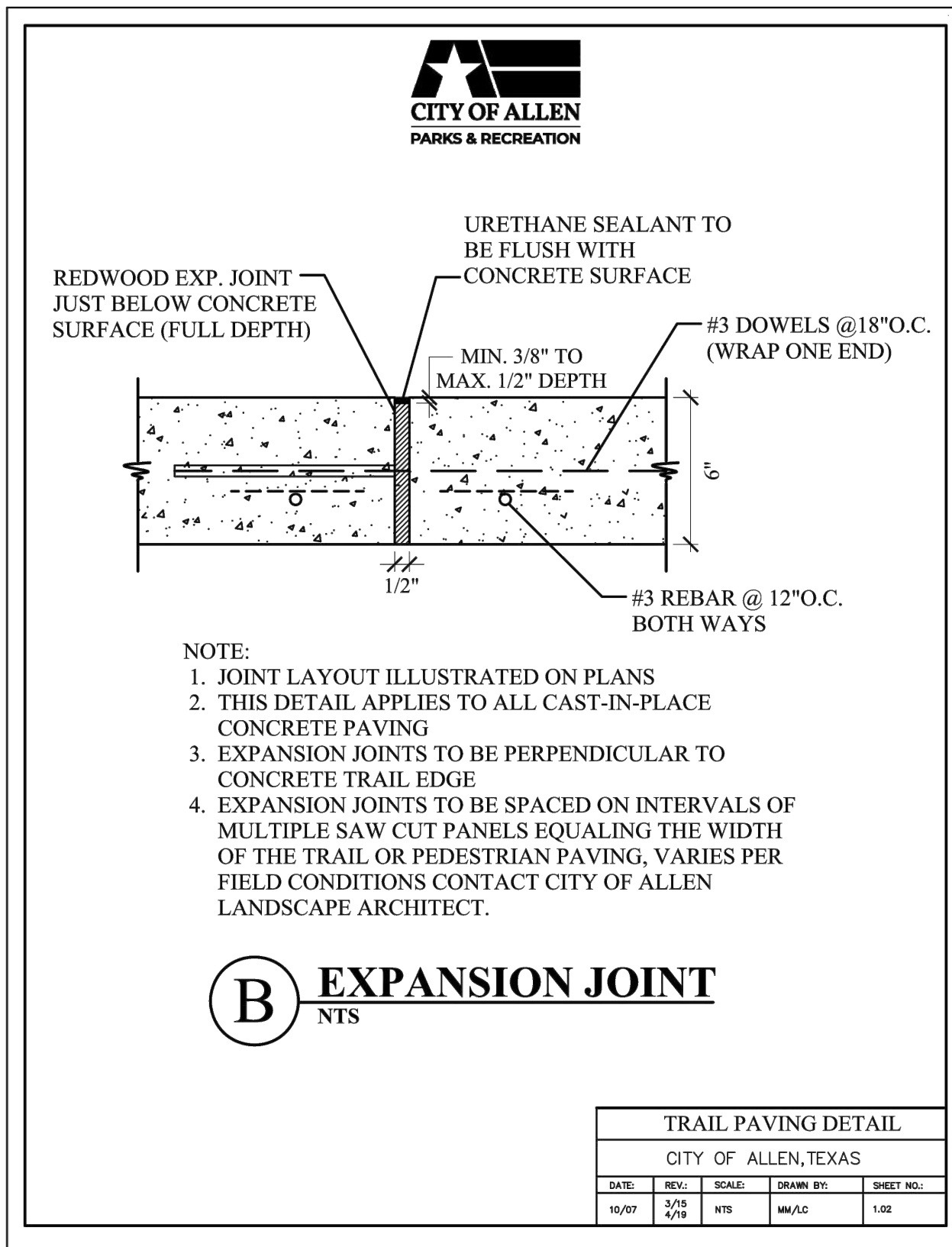
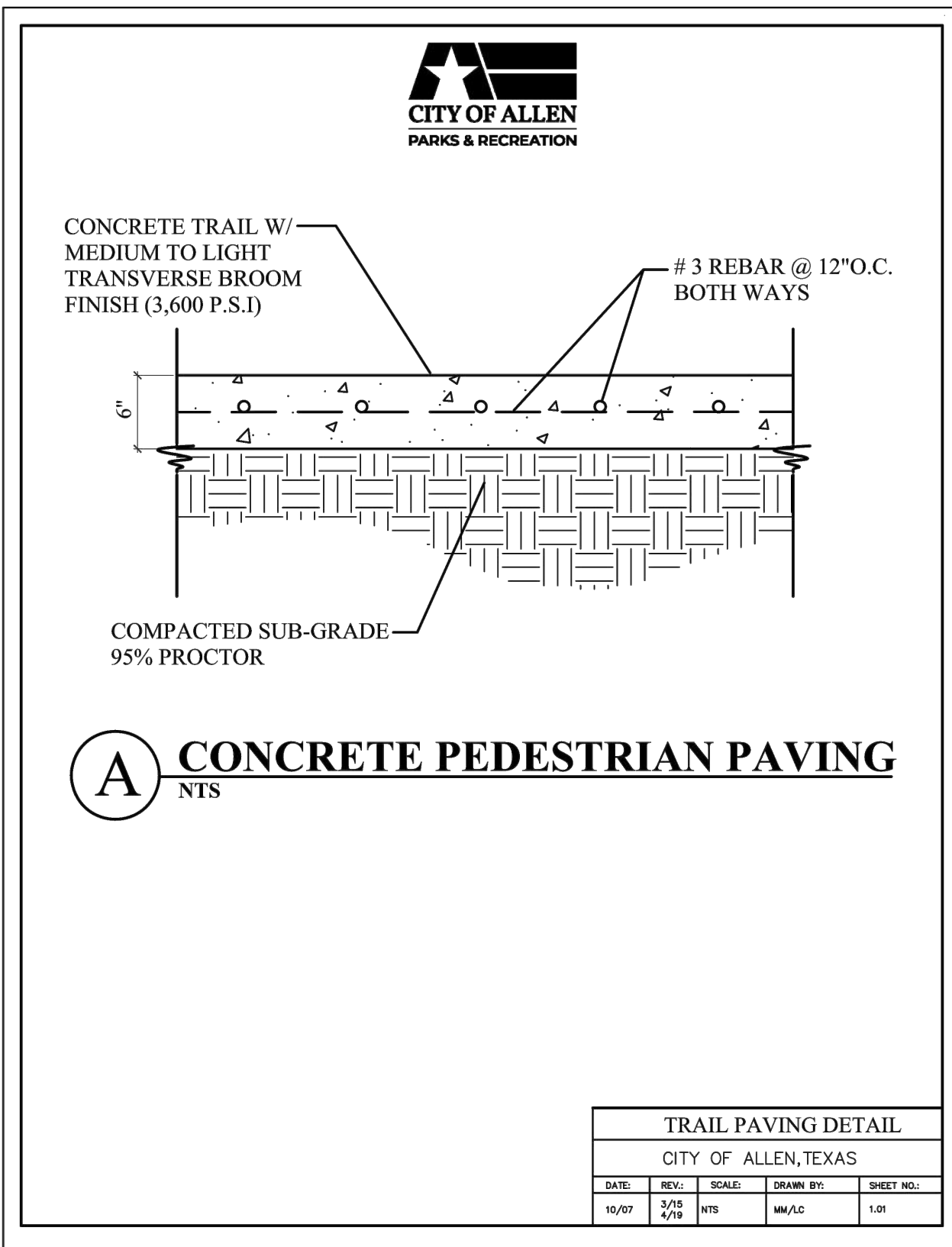
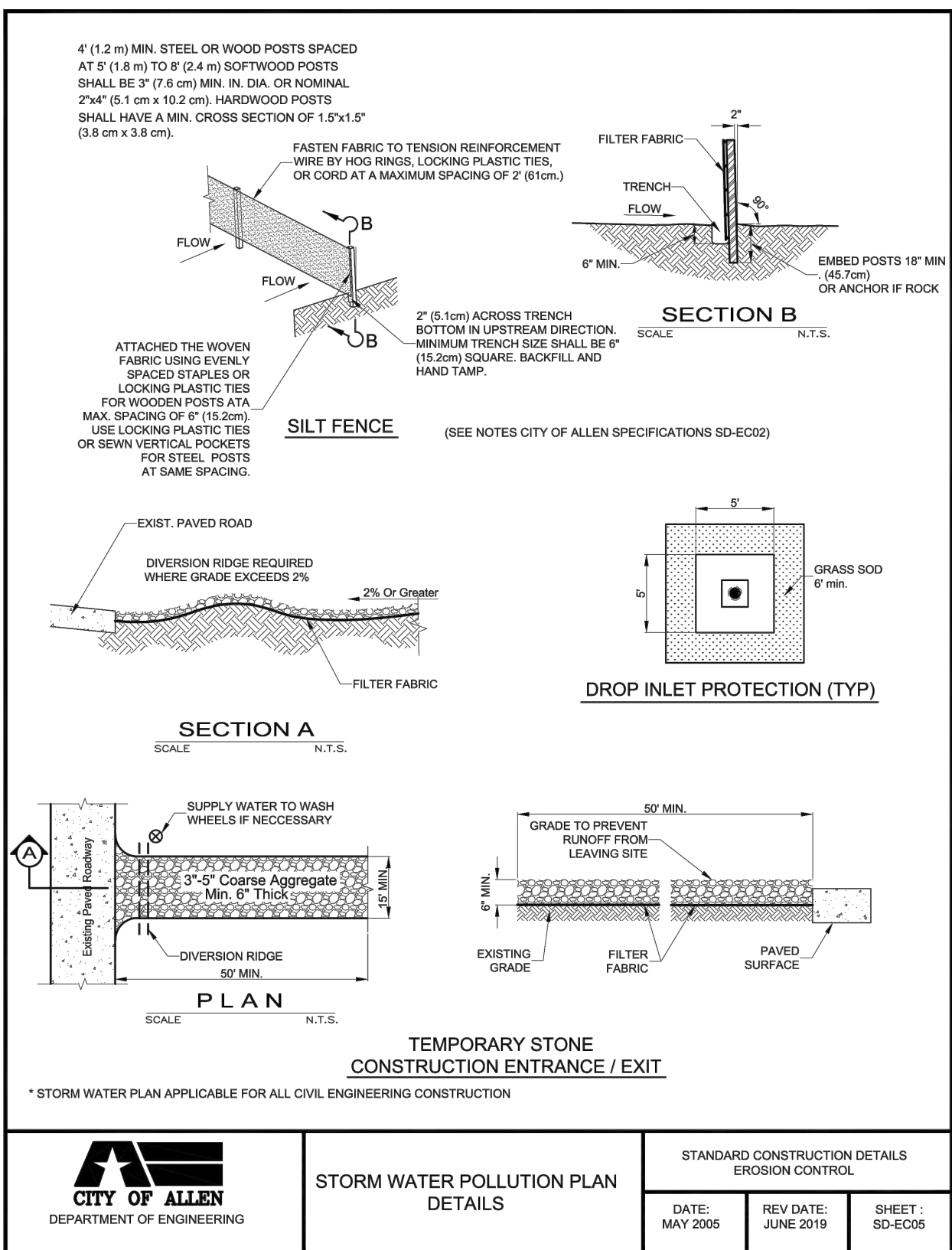
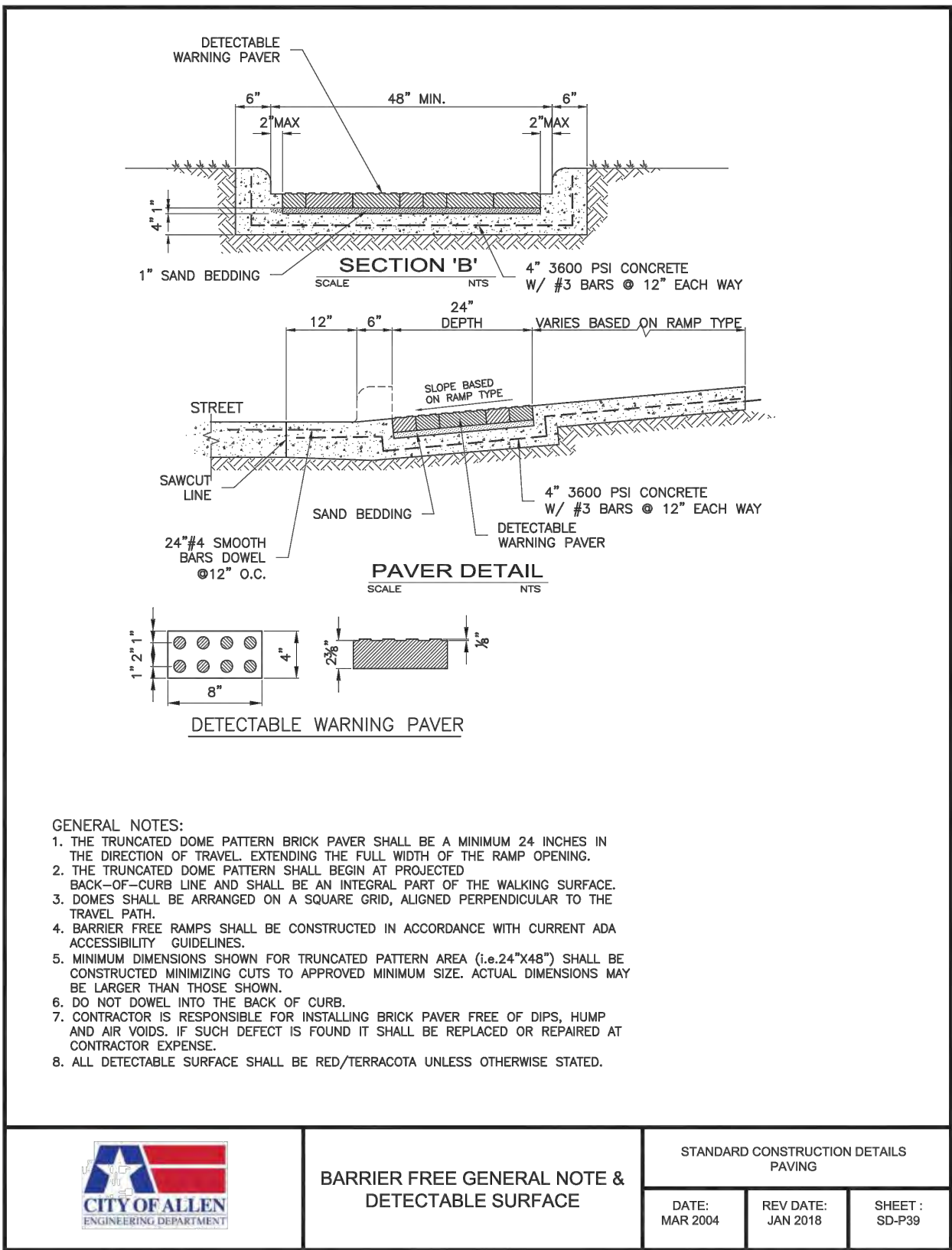
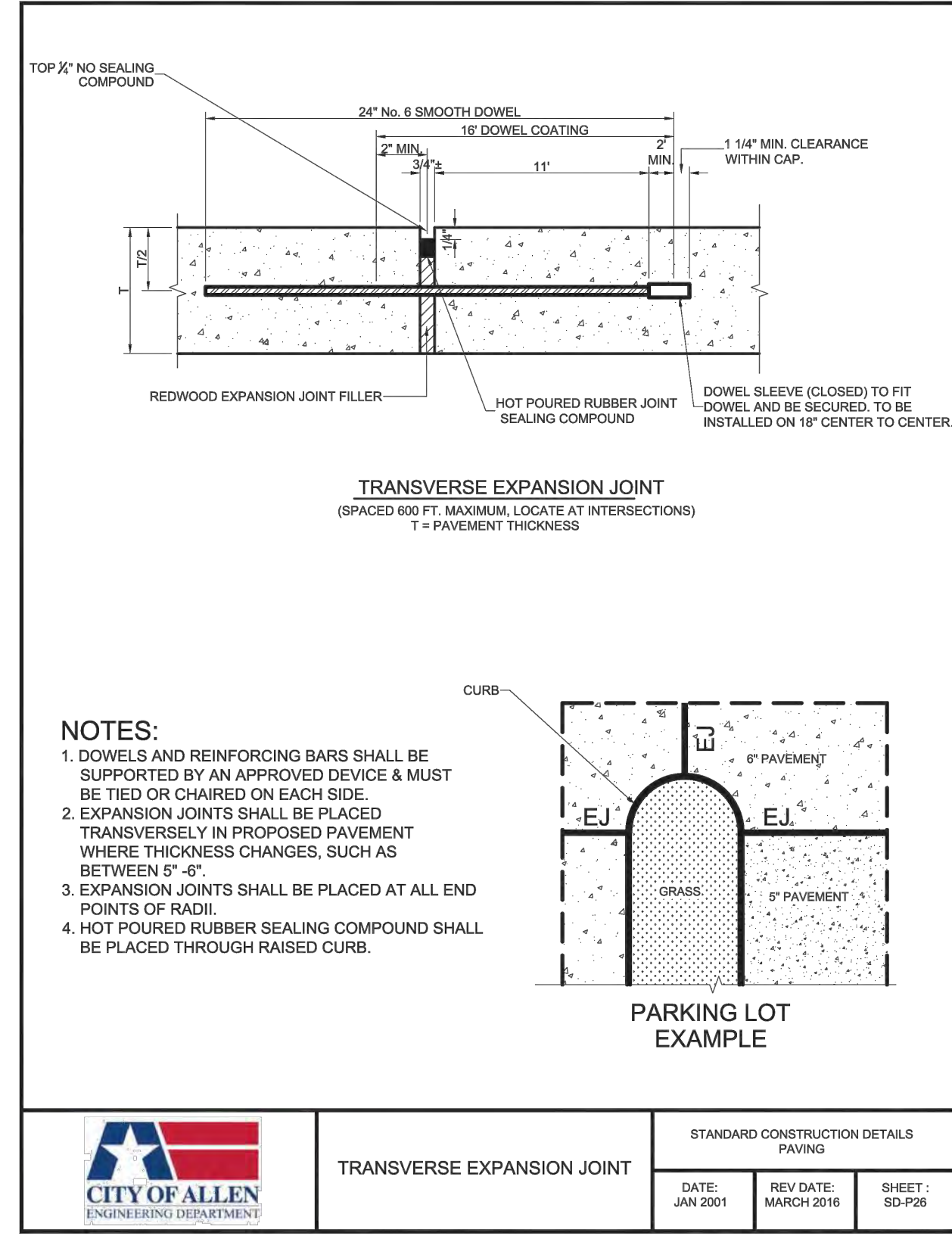
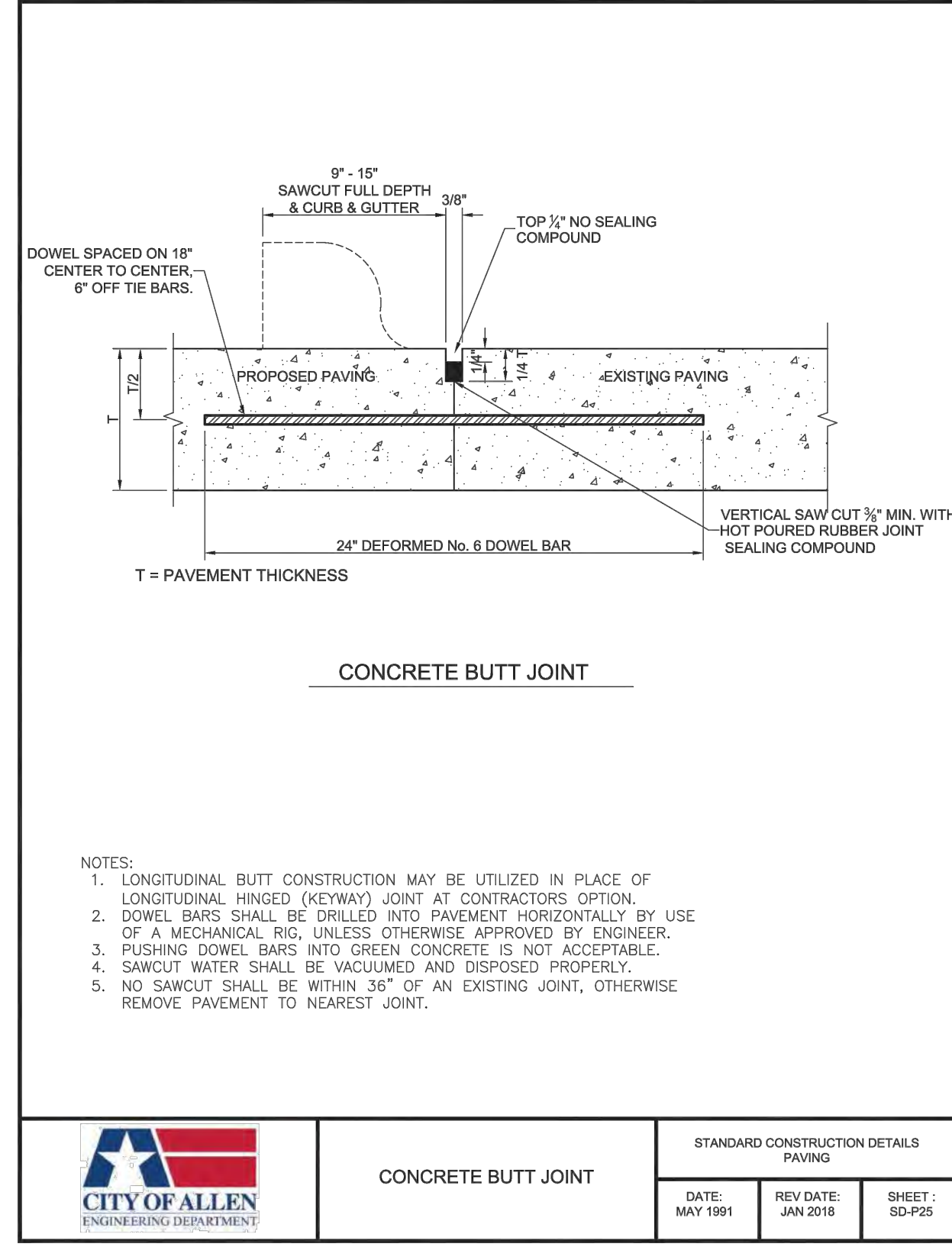
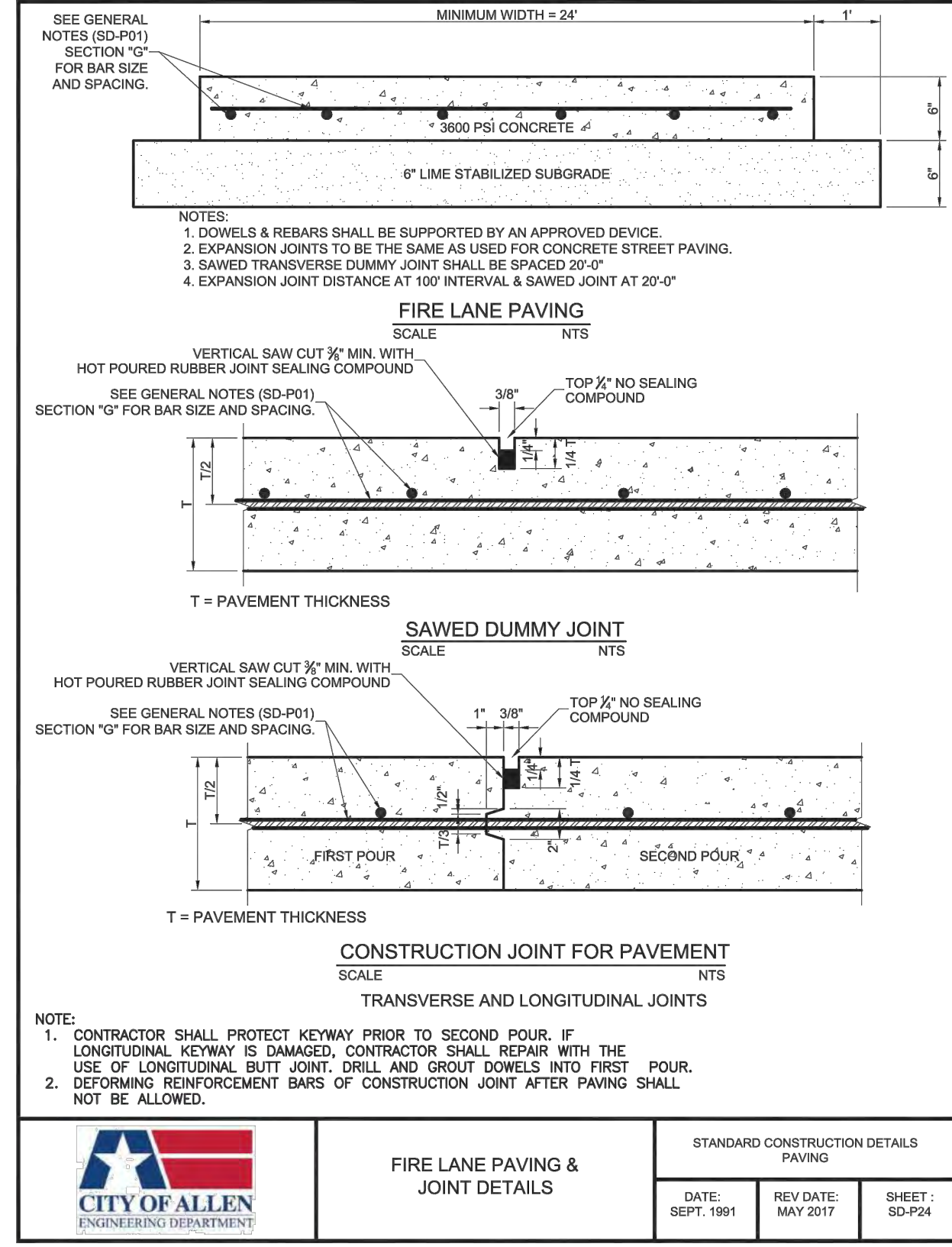
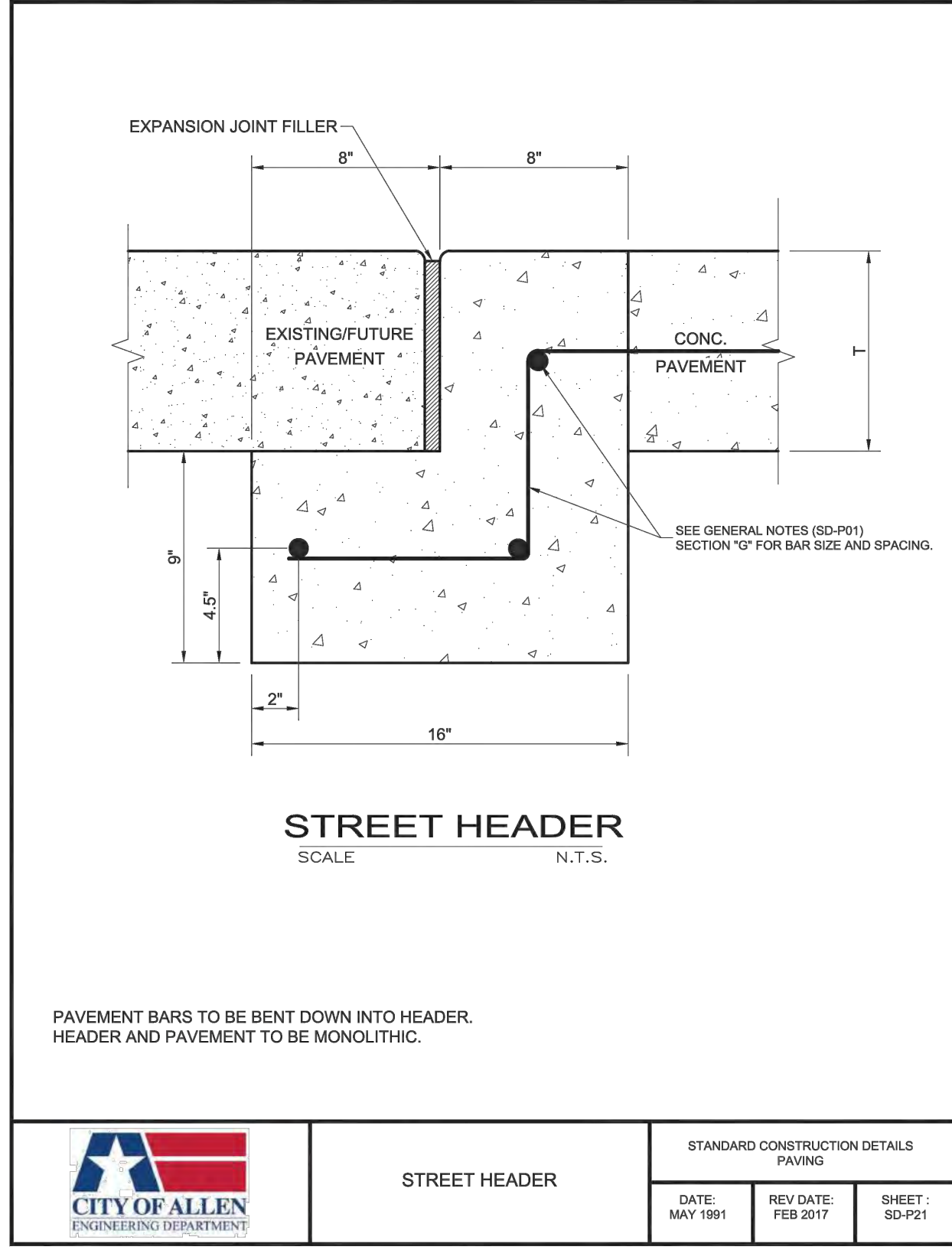
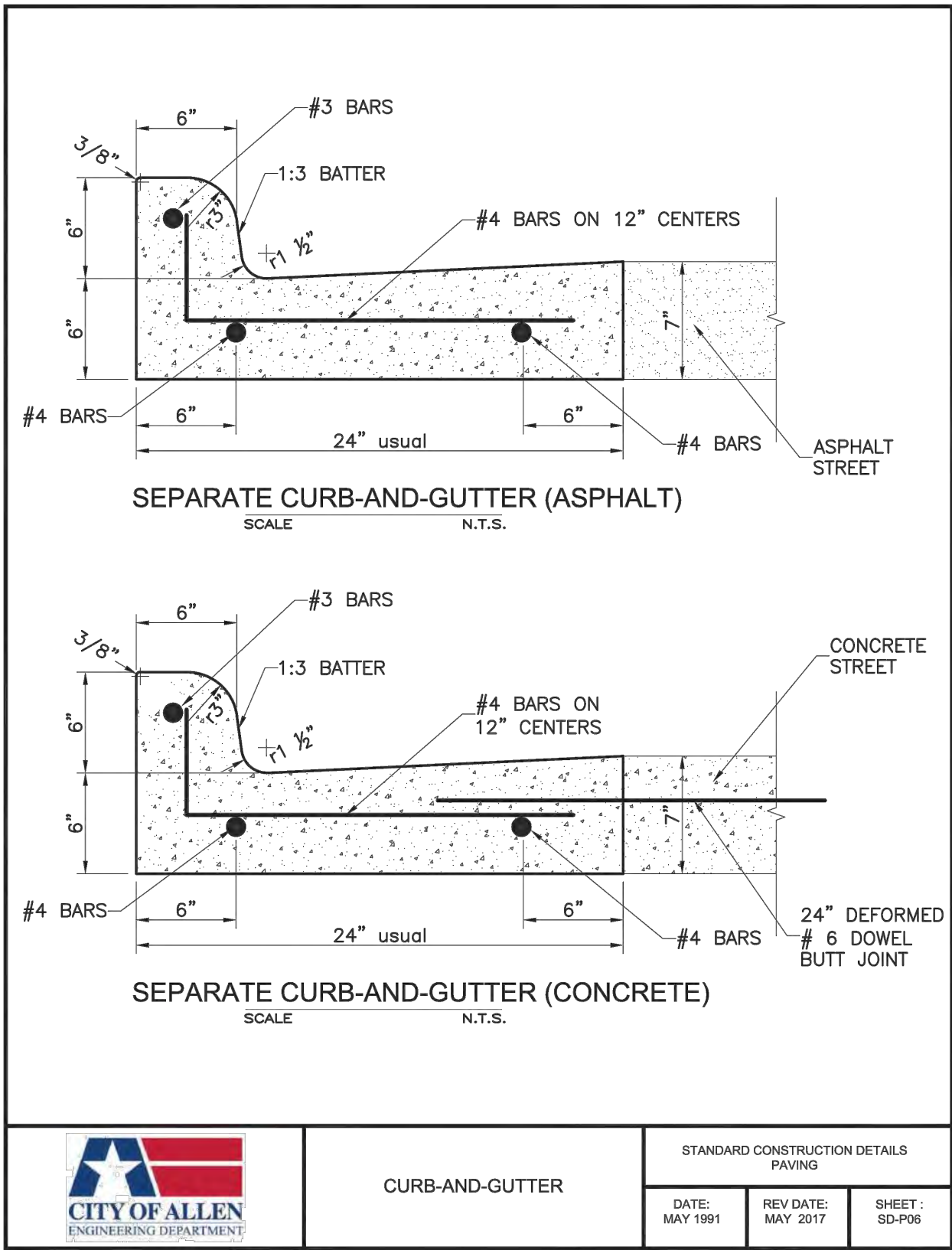


Allen, Texas
Improvements for
SPIRIT PARK PARKING LOT IMPROVEMENTS

GRADING PLAN & JOINT LAYOUT

tnp project
ALN20377
sheet
6
of
9





Drawing: P:\PROJECT\19\ALN20377\CAD\Sheets\ALN20377 Construction Details.dwg at Feb. 11, 2021-11:08am by t Sutton

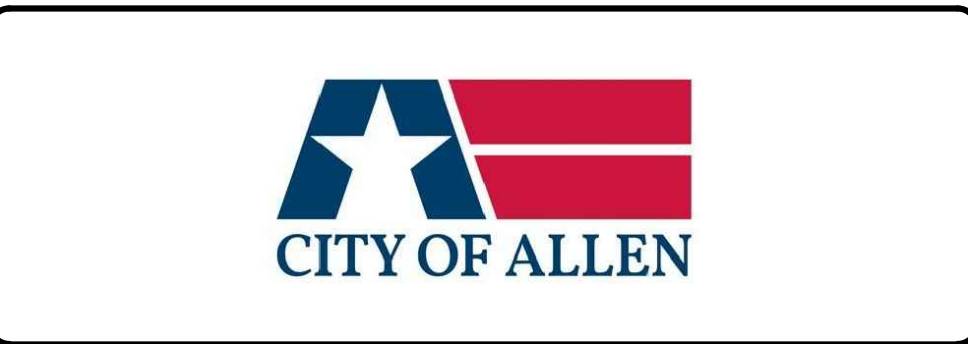
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teague nall and perkins, inc
825 Watters Creek Blvd., Suite M300
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214.461.9867 ph 214.461.9864 fx
www.tnppinc.com
TBP: ENGR F-230; SURV 10011600, 10011601, 1019438
GBPE: PEF007431; TBAE: BR 2673

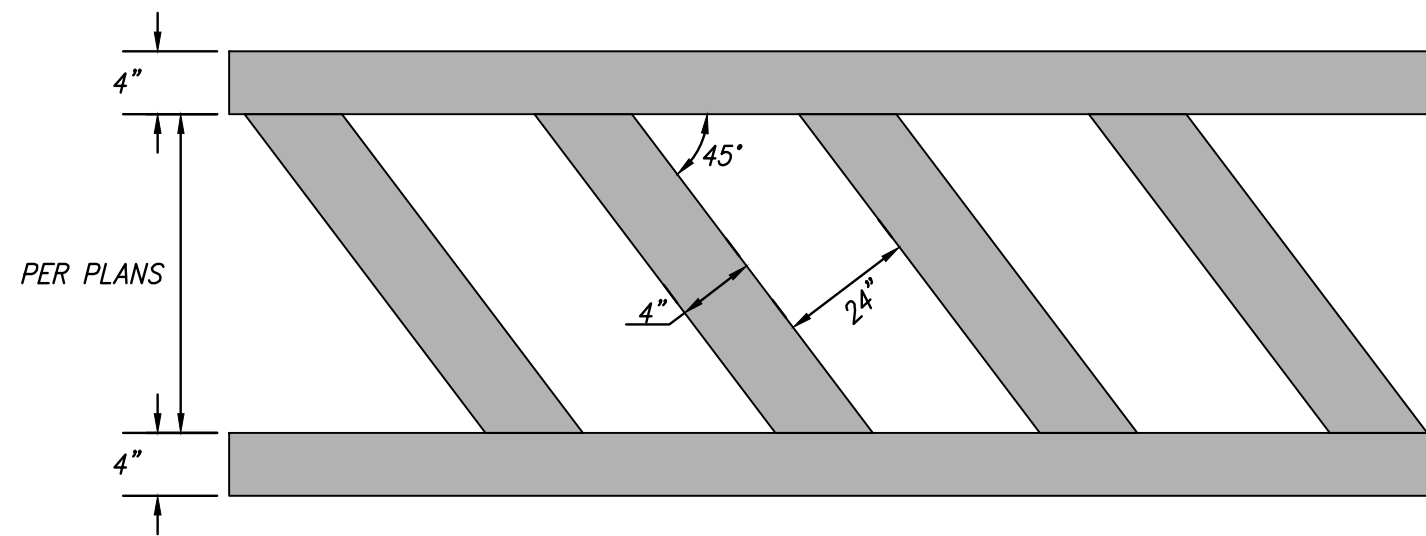
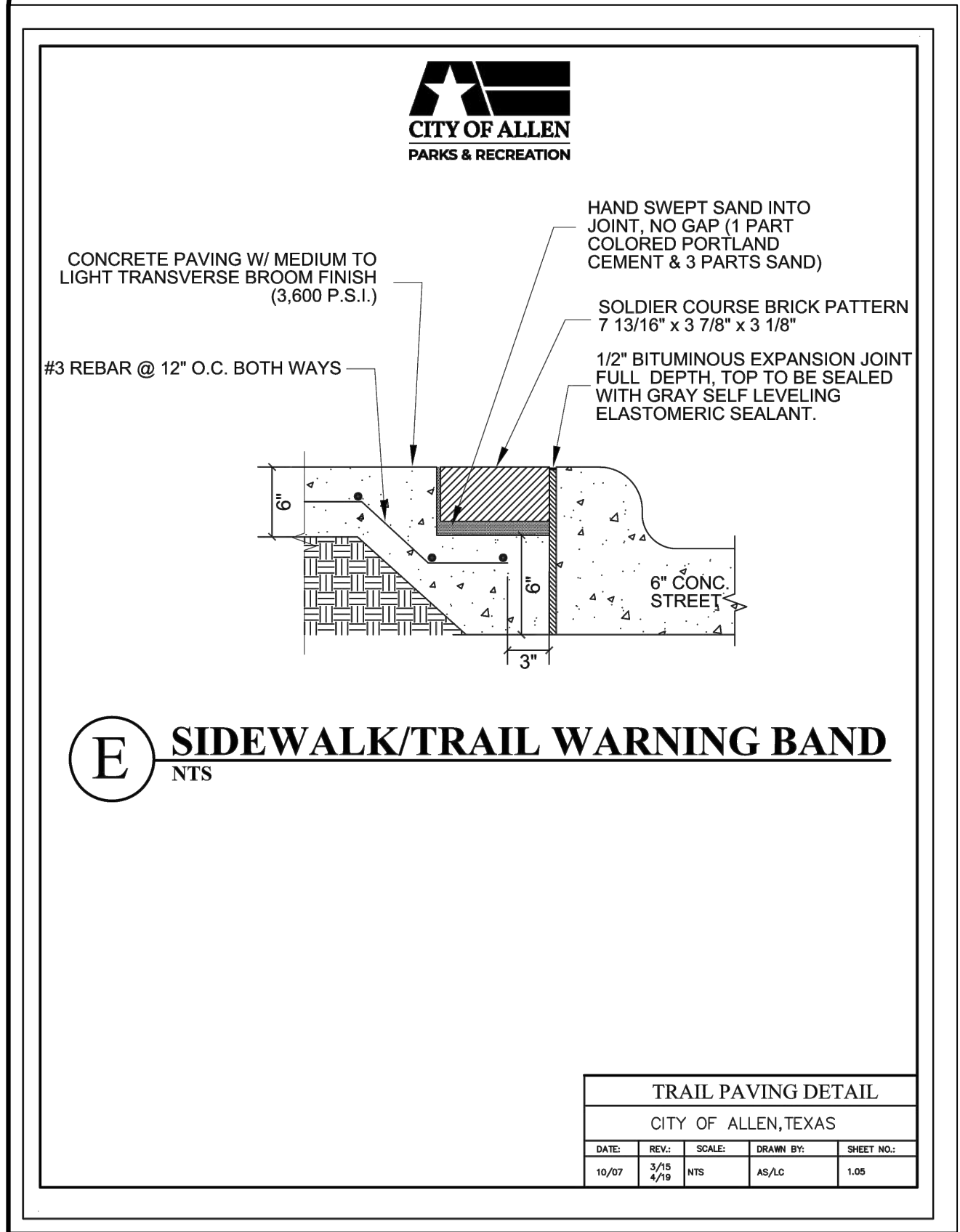


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FEB 2021

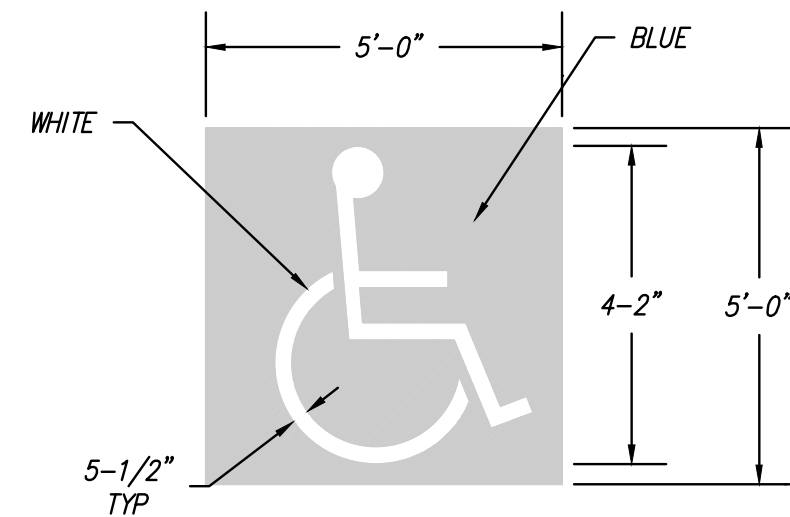


Allen, Texas
Improvements for
SPIRIT PARK PARKING LOT IMPROVEMENTS
CONSTRUCTION DETAILS 1 OF 2

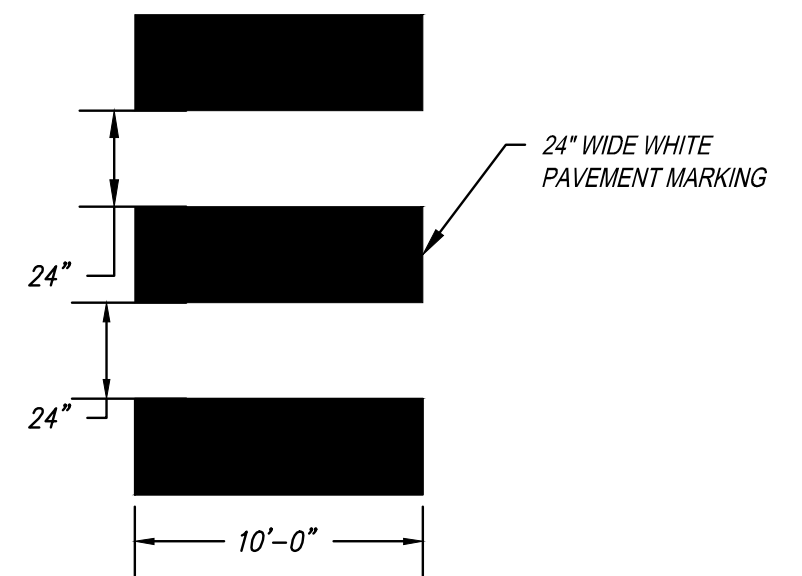
tnp project
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of
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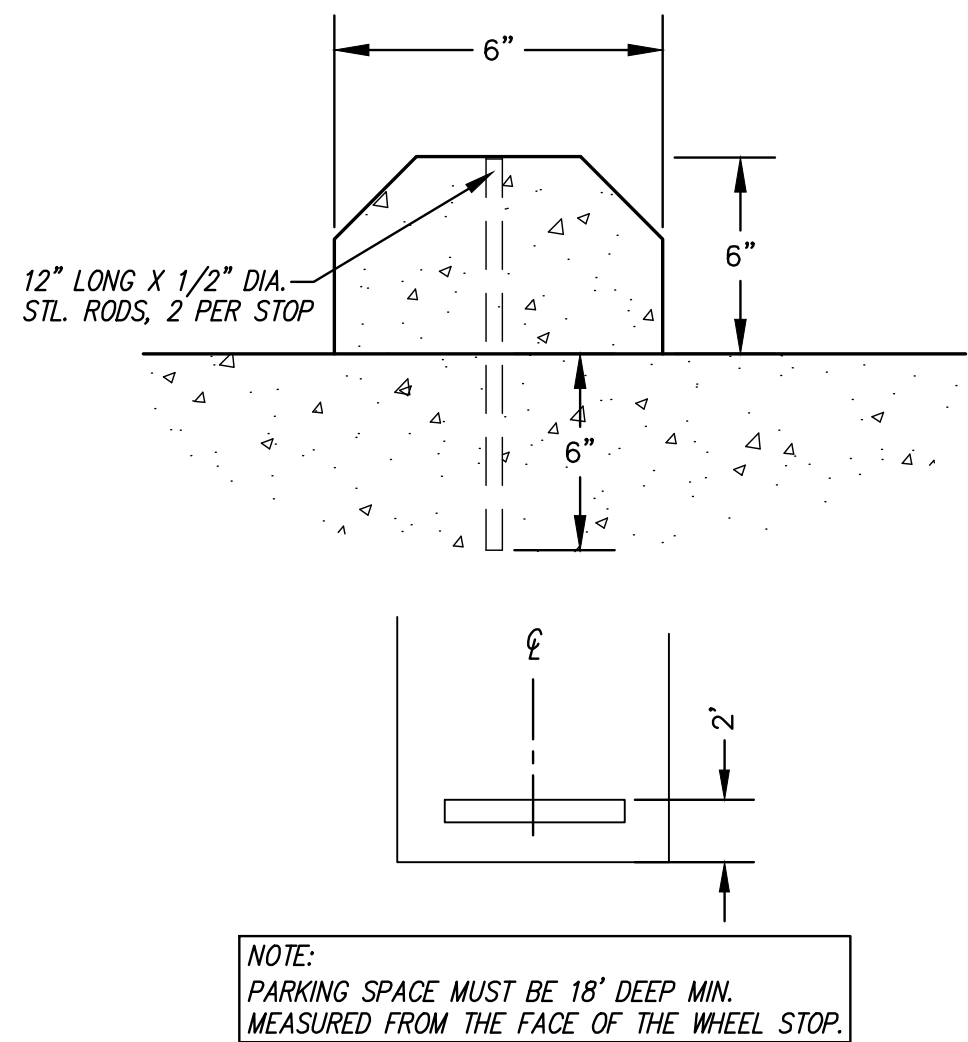
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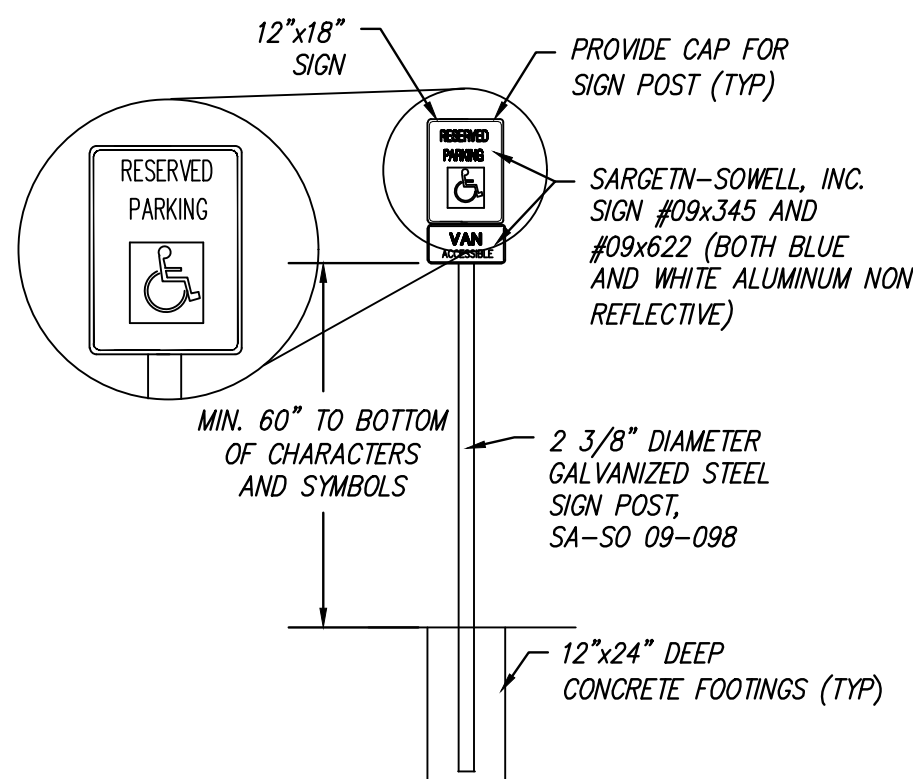
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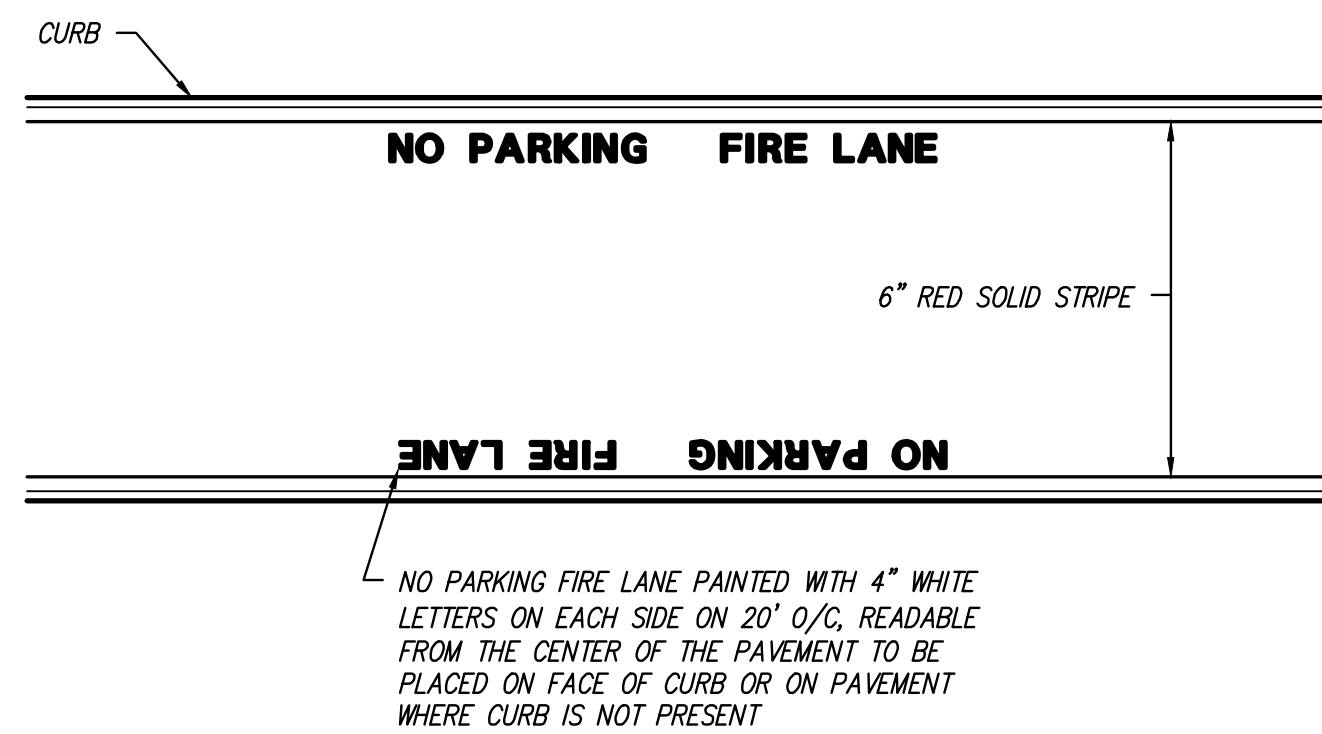
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WHEEL STOP DETAIL
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HANDICAP SIGN DETAIL
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GENERAL NOTES:
1. FIRE LANE TEXT IS TO BE INTEGRATED ONTO FACE-OF-CURB

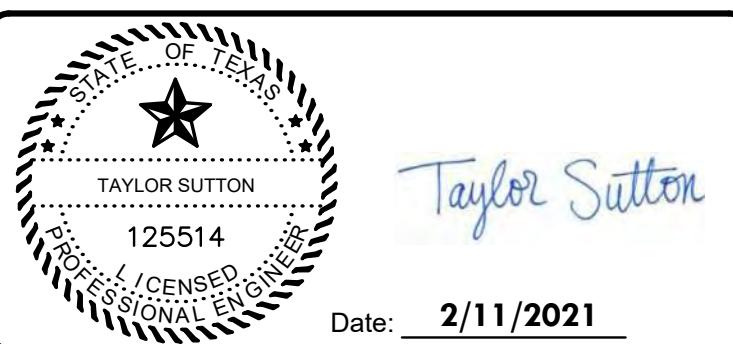
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no.	revision	by	date



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GBPE: PEP007431; TBAE: BR 2673



scale
when bar is 1 inch long
horiz
N/A
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N/A
FEB 2021



Allen, Texas
Improvements for
SPIRIT PARK PARKING LOT IMPROVEMENTS
CONSTRUCTION DETAILS 2 OF 2

tnp project
ALN20377
sheet
9
of
9

Attachment B -Spirit Park As-Builts

ZONE #26 is now ZONE #1 on East Side: RELOCATED TO NORTHEAST SIDE OF SITE; NOT SHOWN ON THIS SHEET

WEST SIDE CONTROLLER CONTRACTOR TO EXTEND AND PROVIDE POWER TO PROPOSED IRRIGATION CONTROLLER FROM THE EXISTING SCOREBOARD AND IRRIGATION CONTROLLER BEHIND FIELD #3, NORTH OF THE PARKING LOT. CONTRACTOR TO UTILIZE EXISTING CONDUIT THAT EXTENDS BENEATH AND JUST TO THE SOUTH OF THE PARKING LOT. MINIMUM #8 WIRE TO BE USED TO COMBAT VOLTAGE DROP. POWER TO BE EXTENDED TO THE NEW CONTROLLER FROM EXISTING CONDUIT PER CITY OF ALLEN STANDARDS.

CENTRAL NORTH
CONSTRUCTION, LLC

EAST SIDE CONTROLLER CONTRACTOR TO EXTEND AND PROVIDE POWER TO PROPOSED IRRIGATION CONTROLLER FROM THE EXISTING SCOREBOARD BEHIND FIELD #4, NORTH OF THE PARKING LOT. CONTRACTOR WILL NEED TO BORE BENEATH PARKING LOT. MINIMUM #8 WIRE TO BE USED TO COMBAT VOLTAGE DROP. POWER TO BE EXTENDED TO THE NEW CONTROLLER WITHIN CONDUIT PER CITY OF ALLEN STANDARDS.



SPRIT PARK
CRICKET FIELD

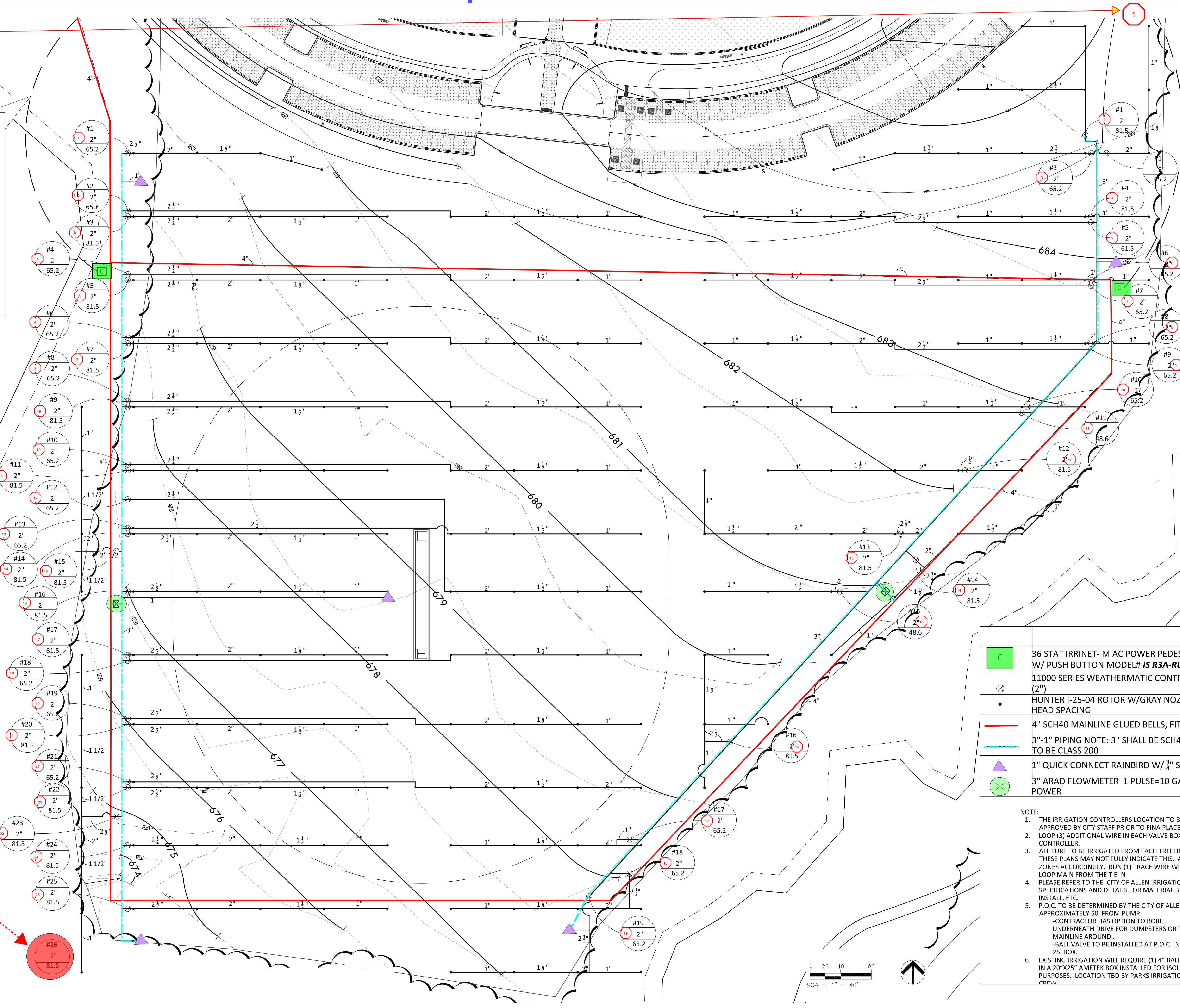
REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE:
**IRRIGATION
As-Built**

SCALE: SEE SHEET

SHEET NO.:

L 2.0



36 STAT IRRINET- M AC POWER PEDESTAL MOUNT W/ PUSH BUTTON MODEL# **IS R3A-RU-SS**

11000 SERIES WEATHERMATIC CONTROL VALVE (2")

HUNTER I-25-04 ROTOR W/GRAY NOZZLE/ 55' HEAD SPACING

4" SCH40 MAINLINE GLUED BELLS, FITTINGS, ETC

3"-1" PIPING NOTE: 3" SHALL BE SCH40, ALL OTHER TO BE CLASS 200

1" QUICK CONNECT RAINBIRD W/ 3/8" SWIVEL

3" ARAD FLOWMETER 1 PULSE=10 GALLONS AC POWER

NOTE:

- THE IRRIGATION CONTROLLERS LOCATION TO BE APPROVED BY CITY STAFF PRIOR TO FINA PLACEMENT.
- LOOP (3) ADDITIONAL WIRE IN EACH VALVE BOX FROM CONTROLLER.
- ALL TURF TO BE IRRIGATED FROM EACH TREELINE, THESE PLANS MAY NOT FULLY INDICATE THIS. ADD ZONES ACCORDINGLY. RUN (1) TRACE WIRE WITH 4" LOOP MAIN FROM THE TIE IN.
- PLEASE REFER TO THE CITY OF ALLEN IRRIGATION SPECIFICATIONS AND DETAILS FOR MATERIAL BRAND, INSTALL, ETC.
- P.O.C. TO BE DETERMINED BY THE CITY OF ALLEN. APPROXIMATELY 50' FROM PUMP.
-CONTRACTOR HAS OPTION TO BORE UNDERNEATH DRIVE FOR DUMPSTERS OR TRENCH MAINLINE AROUND .
-BALL VALVE TO BE INSTALLED AT P.O.C. IN 20" X 25" BOX.
- EXISTING IRRIGATION WILL REQUIRE (1) 4" BALL VALVE IN A 20"x25" AMETEK BOX INSTALLED FOR ISOLATION PURPOSES. LOCATION TBD BY PARKS IRRIGATION CREW.

0 20 40 80
SCALE: 1" = 40'





SCHMOLDT
CONSTRUCTION

Closeout Documents

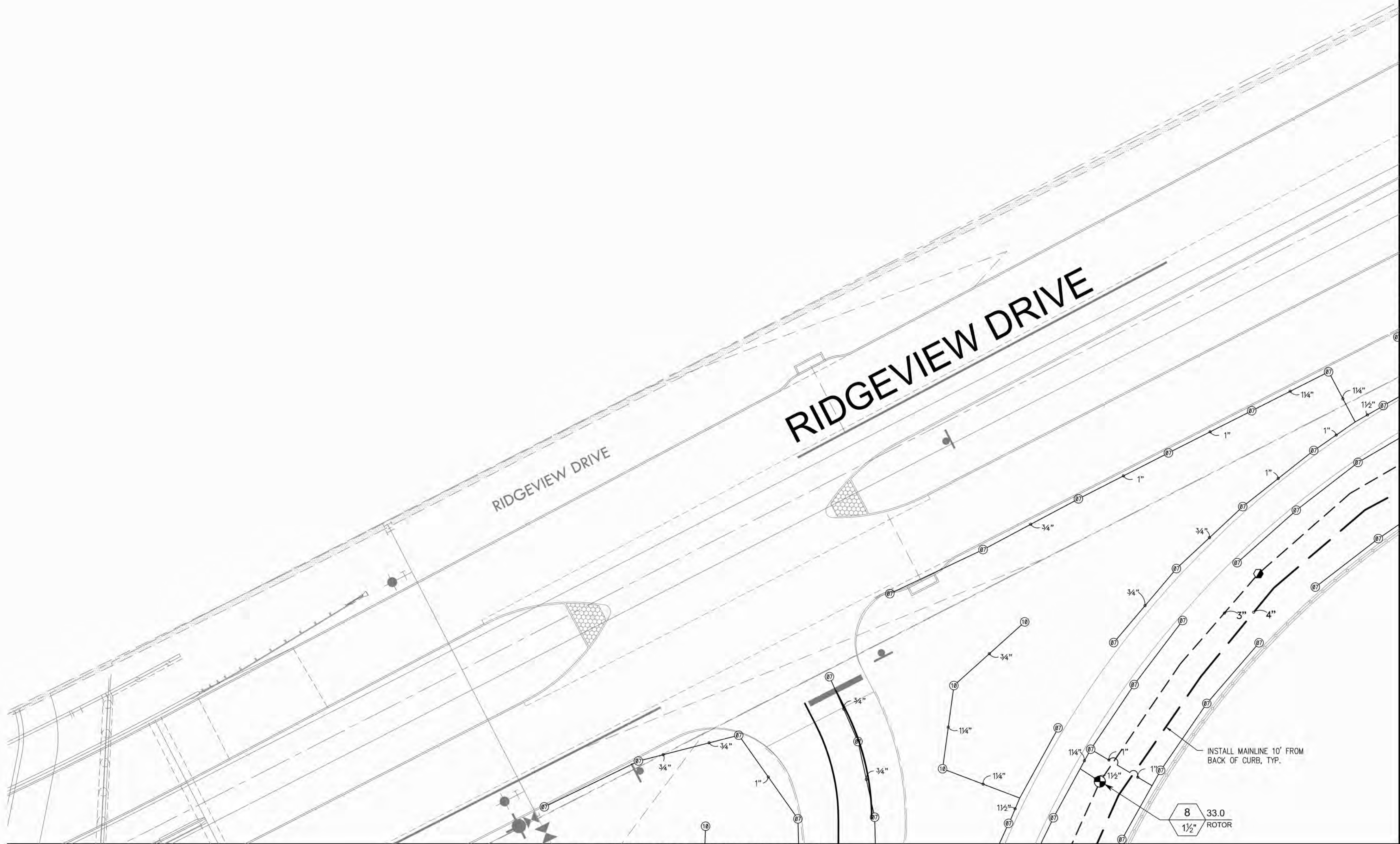
As-Builts

Watters Branch Park

Allen, TX

SRH Landscape

PLANNED: 12/8/2016
DESIGNED BY: JMM
CHECKED BY: LPO
DATE: DECEMBER 08, 2016

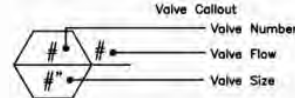


MATCHLINE AREA 2 (SEE SHEET IR1.02)

MATCHLINE AREA 04 (SEE SHEET IR1.04)

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	TURF SPRAY: RAIN BIRD 1804-SAM-PRS-TURF ADJ 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
	SHRUB SPRAY: RAIN BIRD 1804-SAM-PRS-SHRUB ADJ 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
	TURF ROTOR: HUNTER PGP-ADJ TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
	CONTROL VALVE: RAIN BIRD KC2-150-PRB-COM HIGH FLOW CONTROL ZONE KIT WITH 1 1/2" PRESS VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
	AREA TO RECEIVE DRIPLINE NETAfim TIGV-26-1/2 (1/2) TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE, 0.65GPH EMITTERS @ 1.0 G.P.C. DRIPLINE LATERALS SPACED AT 12.0" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, 17MM.
	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH GLORAMINE RESISTANT DIAPHRAGM AND FLOW CONTROL, 1", 1-1/2", 2", SIZE AS NOTED.
	QUICK COUPLER: CHAMPION 1" QUICK COUPLER VALVE, TWO PEECE BODY, LOCKING COVER, 100L AND 11 SHL KEY COMPONENTS.
	SHUT OFF VALVE PER SPECIFICATIONS.
	REDUCED PRESSURE BACKFLOW PREVENTER FEDCO 823YD 4" REDUCED PRESSURE BACKFLOW PREVENTER
	FLOW SENSOR: HYDROMETER / MASTER VALVE: ARAD, 3" CONTROLLER: MOTOROLA ACE AC POWER.
	RAIN/FREEZE SENSOR: RAIN BIRD WR2-RFC WIRELESS RAIN AND FREEZE SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.
	BOOSTER PUMP: RAINBIRD 40VMD41616501C WATER METER, 4"
	WATER METER, 4"
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315 PVC SCHEDULE 40 TO 1-1/2", PVC CLASS 315 50R, 13.5 FOR PIPES 2" AND LARGER, ONLY LATERAL TRANSITION PIPE SIZES 3/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE. ALL PIPE LABELED 1 1/4" SHOULD BE INSTALLED WITH 1 1/2" PIPE.
	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4" GLUE FITTINGS
	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 3" GLUE FITTINGS
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION PIPE, SLEEVE SIZE SHALL BE 2X IRRIGATION, SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR LANDSCAPE ELEMENTS.



GRAPHIC SCALE

0 20 40

1 inch = 20'

This page installed according to Plans

REVISIONS

NO.	DATE	DESCRIPTION

IRRIGATION PLAN - 01

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
TX REG. F-11141

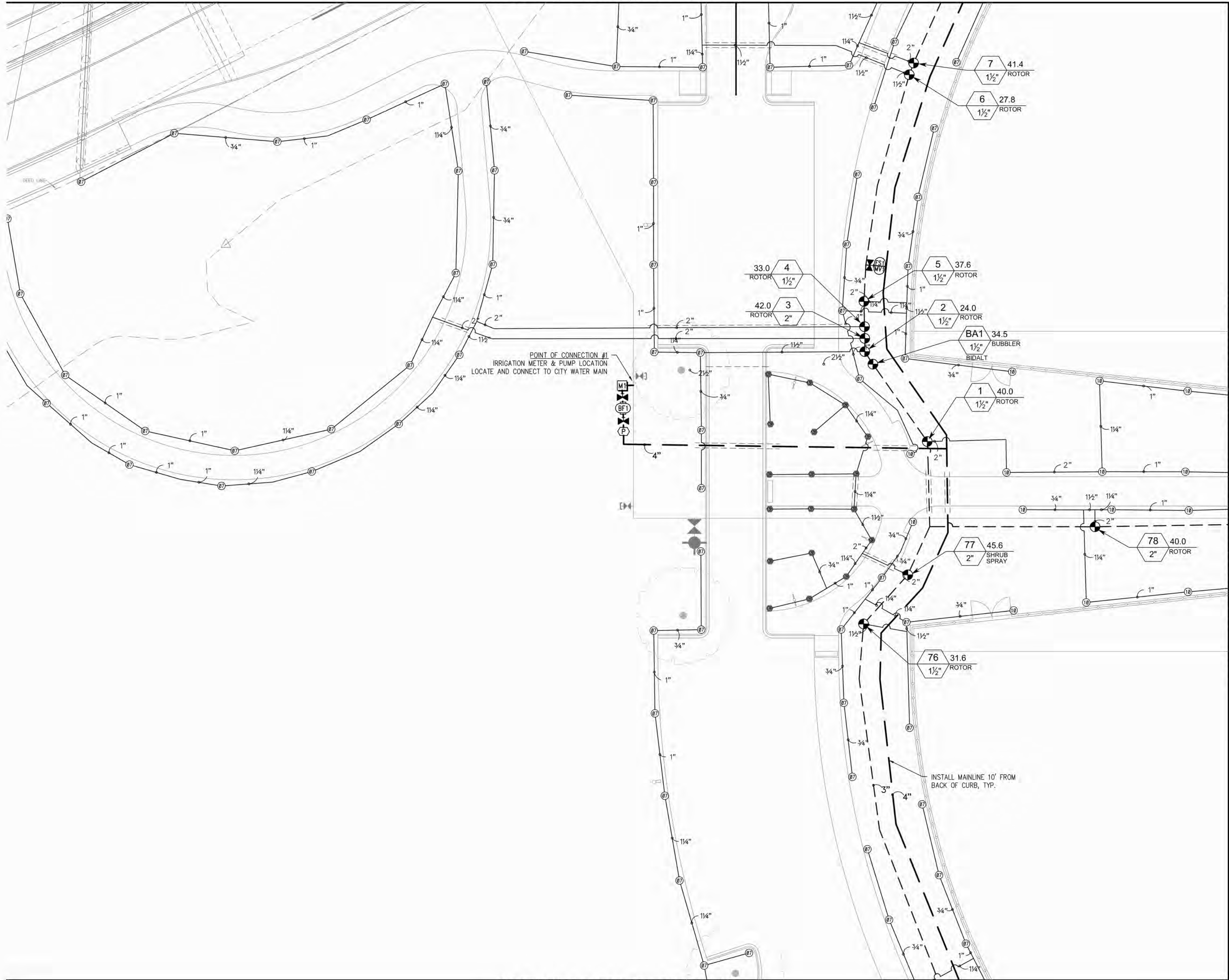
WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGEVIEW DRIVE
ALLEN, TEXAS



JOB NO.	B001341.002
DRAWN BY:	JMM
DESIGNED BY:	JMM
CHECKED BY:	LPO
DATE:	DECEMBER 08, 2016
SHEET:	IR1.01

PROJECT: WATERS BRANCH COMMUNITY PARK PHASE 1 IMPROVEMENTS
DRAWN BY: JMM
DESIGNED BY: JMM
CHECKED BY: LPO
DATE: DECEMBER 08, 2016
SHEET: IR1.02

MATCHLINE AREA 01 (SEE SHEET IR1.01)



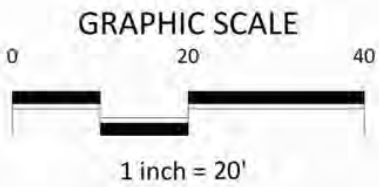
MATCHLINE AREA 03 (SEE SHEET IR1.03)

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
4" 1/2" 1"	TURF SPRAY: RAIN BIRD 1204-SAM-PRS-TURF ADJ. 4" OF POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE. PRESSURE REGULATING.
4" 1/2" 1"	TURF SPRAY: RAIN BIRD 1204-SAM-PRS-TURF ADJ. 4" OF POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE. PRESSURE REGULATING.
4" 1/2" 1"	SHRUB SPRAY: RAIN BIRD 1212-SAM-PRS-SHRUB ADJ. 12" OF POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE. AND PRESSURE REGULATING DEVICE.
4" 1/2" 1"	SHRUB SPRAY: RAIN BIRD 1212-SAM-PRS-SHRUB ADJ. 12" OF POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE. AND PRESSURE REGULATING DEVICE.
4" 1/2" 1"	BUBBLER: IRRITROL 533. BUBBLER ON FIXED RISER, ADJUSTABLE RADIUS AND FLOWRATE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
4" 1/2" 1"	TURF ROTOR: HUNTER PGP ADJ. TURF ROTOR, 4" OF POP-UP, ADJUSTABLE AND FULL CIRCLE STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
4" 1/2" 1"	TURF ROTOR: HUNTER PGP ADJ. TURF ROTOR, 4" OF POP-UP, ADJUSTABLE AND FULL CIRCLE STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
4" 1/2" 1"	TURF ROTOR: HUNTER PGP ADJ. TURF ROTOR, 4" OF POP-UP, ADJUSTABLE AND FULL CIRCLE STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
4" 1/2" 1"	CONTROL VALVE: RAIN BIRD KCZ-100-PRB-COM. DRIP CONTROL KIT, 1" FETS VALVE, 1" BASKET FILTER, AND 40PSI PRESSURE REGULATOR, 1" BALL VALVE.
4" 1/2" 1"	CONTROL VALVE: RAIN BIRD KCZ-150-PRB-COM. HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" FETS VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
4" 1/2" 1"	AREA TO RECEIVE DRIPLINE. TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE. 0.5 GPH/FT EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" O' APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
4" 1/2" 1"	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES. PLASTIC REMOTE CONTROL VALVE WITH CHLORALINE RESISTANT DIAPHRAGM AND FLOW CONTROL, 1", 1-1/2", 2", SIZE AS NOTED.
4" 1/2" 1"	QUICK COUPLER: CHAMPION. 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER. 100L AND 11. SHL KEY COMPONENTS.
4" 1/2" 1"	SHUT OFF VALVE. PER SPECIFICATIONS.
4" 1/2" 1"	FEBCO B25YD 4". REDUCED PRESSURE BACKFLOW PREVENTER.
4" 1/2" 1"	FEBCO B25YD 4". REDUCED PRESSURE BACKFLOW PREVENTER.
4" 1/2" 1"	FLOW SENSOR HYDROMETER / MASTER VALVE: ARAD, 3".
4" 1/2" 1"	CONTROLLER: MOTOROLA ACE AC POWER.
4" 1/2" 1"	RAIN/FREEZE SENSOR: RAIN BIRD W22-RFC. WIRELESS RAIN AND FREEZE SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.
4" 1/2" 1"	BOOSTER PUMP: RAINBIRD #CVM041816001C.
4" 1/2" 1"	WATER METER, 4".
4" 1/2" 1"	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315. PVC SCHEDULE 40 TO 1-1/2", PVC CLASS 315 SDR 13.5 FOR TYPES 2" AND LARGER. ONLY LATERAL TRANSITION PIPE SIZES 3/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE. ALL PIPE LABELED 1/4" SHOULD BE INSTALLED WITH 1/2" PIPE.
4" 1/2" 1"	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4". GLUE FITTINGS.
4" 1/2" 1"	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 3". GLUE FITTINGS.
4" 1/2" 1"	PIPE SLEEVE: PVC SCHEDULE 40. TYPICAL SLEEVE FOR IRRIGATION PIPE. SLEEVE SIZE SHALL BE 2X IRRIGATION, SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR HARDSCAPE ELEMENTS.
4" 1/2" 1"	Valve Color: Valve Number: Valve Flow: Valve Size:

This page installed according to plans.

MATCHLINE AREA 05 (SEE SHEET IR1.05 - IRRIGATION PLAN - 05)



IRRIGATION PLAN - 02

WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGEVIEW DRIVE
ALLEN, TEXAS



JOB NO.	B001341.002
DRAWN BY:	JMM
DESIGNED BY:	JMM
CHECKED BY:	LPO
DATE:	DECEMBER 08, 2016

IR1.02

DUNAWAY
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MATCHLINE AREA 01 (SEE SHEET ##)####

MATCHLINE AREA 08 (SEE SHEET IR1.08)

MATCHLINE AREA 07 (SEE SHEET IR1.07)

MATCHLINE AREA 05 (SEE SHEET IR1.05)

RIDGEVIEW DRIVE

Valves Relocated to New Locations

3" Blocking Valve for North Alley Mainline

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	TURF SPRAY: RAIN BIRD 1604-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE. PRESSURE REGULATING.
	SHRUB SPRAY: RAIN BIRD 1604-SAM-PRS-SHRUB ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE. PRESSURE REGULATING.
	BUBBLER: IRRITROL 353 BUBBLER ON FIXED ROSE, ADJUSTABLE RADIUS AND FLOWRATE.
	TURF ROTOR: HUNTER POP-ADJ. TURF ROTOR. 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
	CONTROL VALVE: RAIN BIRD KCZ-100 PRB-COM SHIP CONTROL KIT. 1" FESS VALVE. 1" BAGGNET FILTER, AND 40PSI PRESSURE REGULATOR. 1" BALL VALVE.
	CONTROL VALVE: RAIN BIRD KCZ-150 PRB-COM HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" FESS VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
	AREA TO RECEIVE DRIFT: NETAFIM TLOC-26-15 (1/2) TECHLINE PRESSURE COMPENSATING LANSCAPE DRIFLINE WITH CHECK VALVE. 0.2GPM EMITTERS AT 12.0" O.C. DRIFLINE LATERALS SPACED AT 12.0" APART. WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.
	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH CLOAKMATE RESISTANT DIAPHRAGM AND FLOW CONTROL. 1", 1-1/2", 2", SIZE AS NOTED.
	QUICK COUPLER: CHAMPION 1" QUICK COUPLER VALVE. TWO PIECE BODY. LOCKING COVER. 100L AND 1" SHL KEY COMPONENTS.
	SHUT OFF VALVE: PER SPECIFICATIONS.
	FEBCO 825VD 4" REDUCED PRESSURE BACKFLOW PREVENTER.
	FEBCO 825VD 4" REDUCED PRESSURE BACKFLOW PREVENTER.
	FLOW SENSOR: HYDROMETER/ MASTER VALVE: ARAD, 3" CONTROLLER: MOTOROLA ACE AC POWER.
	RAIN/FREEZE SENSOR: RAIN BIRD WR2-RFC. WIRELESS RAIN AND FREEZE SENSOR COMBO. INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.
	BOOSTER PUMP: RAINBIRD #CVM041 61 GPM 1/2" G.
	WATER METER: 4" WATER METER. 4"
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315 PVC SCHEDULE 40 TO 1-1/2". PVC CLASS 315 SDR 13.5 FOR PIPES 2" AND LARGER. ONLY LATERAL TRANSITION PIPE SIZES 3/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE.
	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 4" GLUE FITTINGS.
	IRRIGATION MAINLINE: PVC SCHEDULE 40, 3" GLUE FITTINGS.
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION PIPE. SLEEVE SIZE SHALL BE 2X IRRIGATION. SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR HARDSCAPE ELEMENTS.
	Valve Callout: Valve Number, Valve Flow, Valve Size

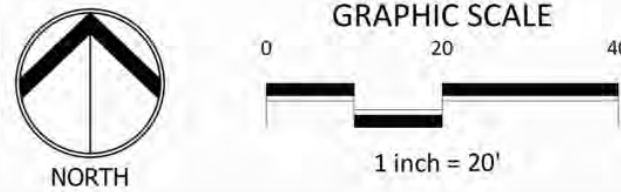
IRRIGATION PLAN - 04

WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGEVIEW DRIVE
ALLEN, TEXAS



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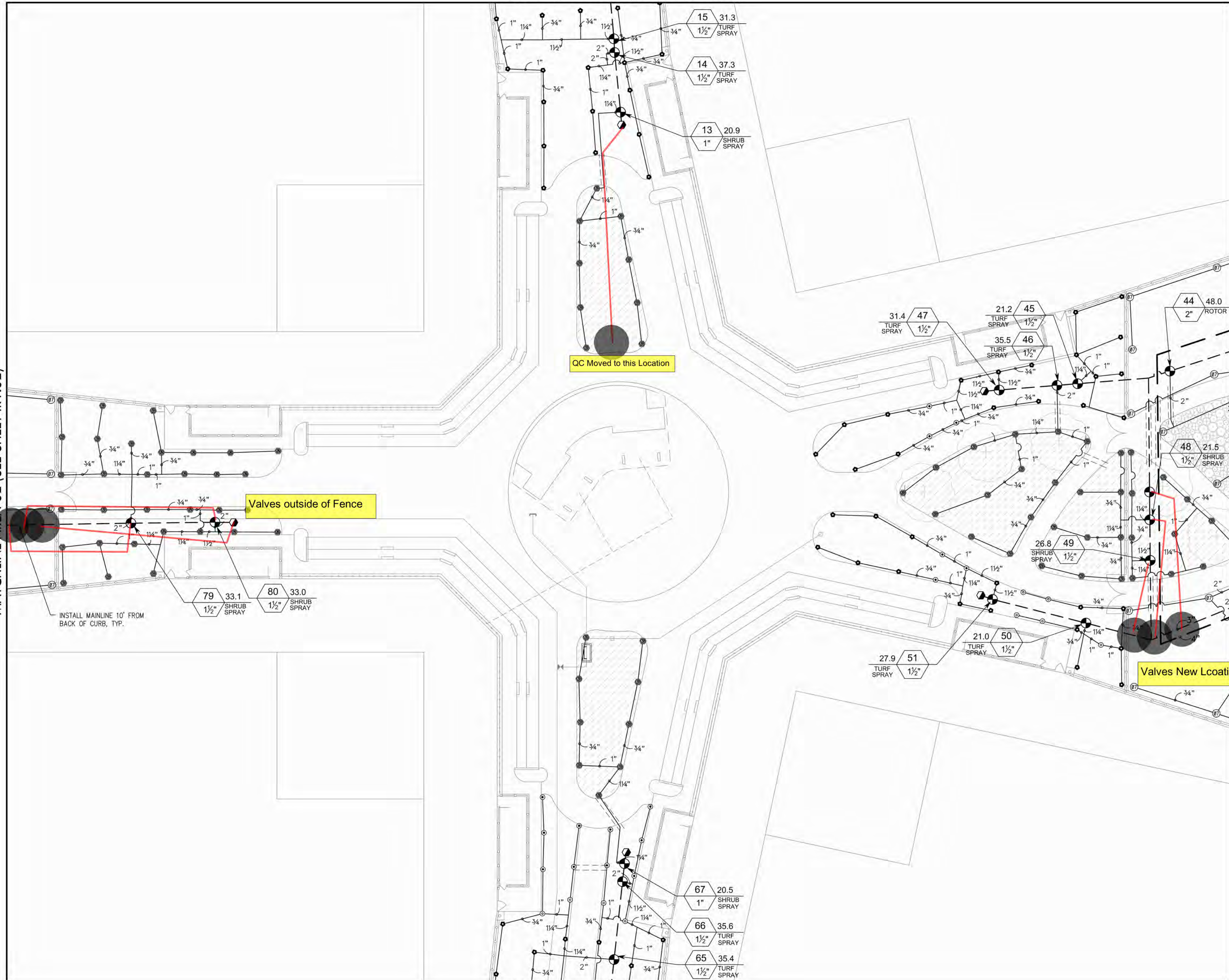
PLANNED: 11/15/2016
DESIGNED: 11/15/2016
CHECKED: 11/15/2016
DATE: 11/15/2016

MATCHLINE AREA 02 (SEE SHEET IR1.02)

MATCHLINE AREA 04 (SEE SHEET IR1.04)

MATCHLINE AREA 09 (SEE SHEET IR1.09)

MATCHLINE AREA 06 (SEE SHEET IR1.06)



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1/2" 1/2"	TURF SPRAY: RAIN BIRD 1/2" 1/2" 1/2" TURF ADJ. 4" 0" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
1/2" 1/2"	TURF SPRAY: RAIN BIRD 1/2" 1/2" 1/2" TURF ADJ. 4" 0" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
1/2" 1/2"	SHRUB SPRAY: RAIN BIRD 1/2" 1/2" 1/2" SHRUB ADJ. 1/2" 0" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.
1/2" 1/2"	SHRUB SPRAY: RAIN BIRD 1/2" 1/2" 1/2" SHRUB ADJ. 1/2" 0" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.
1/2" 1/2"	BUBBLER: MOTOROLA 553 BUBBLER ON FIXED RISER, ADJUSTABLE RADIUS AND FLOWRATE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1/2" 1/2"	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4" 0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
1/2" 1/2"	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4" 0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
1/2" 1/2"	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4" 0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1/2" 1/2"	CONTROL VALVE: RAIN BIRD X22 100-PRB-COM DRY CONTROL KIT, 1" PESB VALVE, 1" BASKET FILTER, AND 40PSI PRESSURE REGULATOR, 1" BALL VALVE.
1/2" 1/2"	CONTROL VALVE: RAIN BIRD X22 150-PRB-COM HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" PESB VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
1/2" 1/2"	AREA TO RECEIVE DRIFTLINE: RETAFIM TLOV-25-12 (12) TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIFTLINE WITH CHECK VALVE, 0.25GPH EMITTERS AT 1/2" O.D.C. DRIFTLINE LATERALS SPACED AT 12" O'APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, 17MM.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1/2" 1/2"	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH GLORAMINE RESISTANT DIAPHRAGM AND FLOW CONTROL, 1", 1-1/2", 2", SIZE AS NOTED.
1/2" 1/2"	QUICK COUPLER: CHAMPRO 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER, 100L AND 111 SPL KEY COMPONENTS.
1/2" 1/2"	SHUT OFF VALVE: PER SPECIFICATIONS.
1/2" 1/2"	FEBCO 825VD 4" REDUCED PRESSURE BACKFLOW PREVENTER.
1/2" 1/2"	FEBCO 825VD 4" REDUCED PRESSURE BACKFLOW PREVENTER.
1/2" 1/2"	FLOW SENSOR HYDROMETER, MASTER VALVE: ARAD, 3" CONTROLLER: MOTOROLA ACE AC POWER.
1/2" 1/2"	RAINFREEZE SENSOR: RAIN BIRD WR2-RFC WIRELESS RAIN AND FREEZE SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAINFREEZE SENSOR TRANSMITTER.
1/2" 1/2"	BOOSTER PUMP: RAINBIRD ACVMD41 1/2" 650 G/C.
1/2" 1/2"	WATER METER, 4" WATER METER, 4"
1/2" 1/2"	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315 PVC SCHEDULE 40 TO 1-1/2", PVC CLASS 315 SDR 13.5 FOR PIPES 2" AND LARGER. ONLY LATERAL TRANSITION PIPE 3/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE. ALL PIPE LABELED 1 1/4" SHOULD BE INSTALLED WITH 1 1/2" PIPE.
1/2" 1/2"	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4" GLUE FITTINGS.
1/2" 1/2"	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 3" GLUE FITTINGS.
1/2" 1/2"	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION PIPE, SLEEVE SIZE SHALL BE 2X IRRIGATION, SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR HARDSCAPE ELEMENTS.
1/2" 1/2"	Valve Color: Valve Number Valve Flow Valve Size

IRRIGATION PLAN - 05

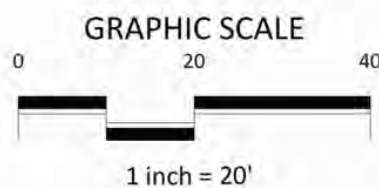
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WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGECREEK DRIVE
ALLEN, TEXAS



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IR1.05

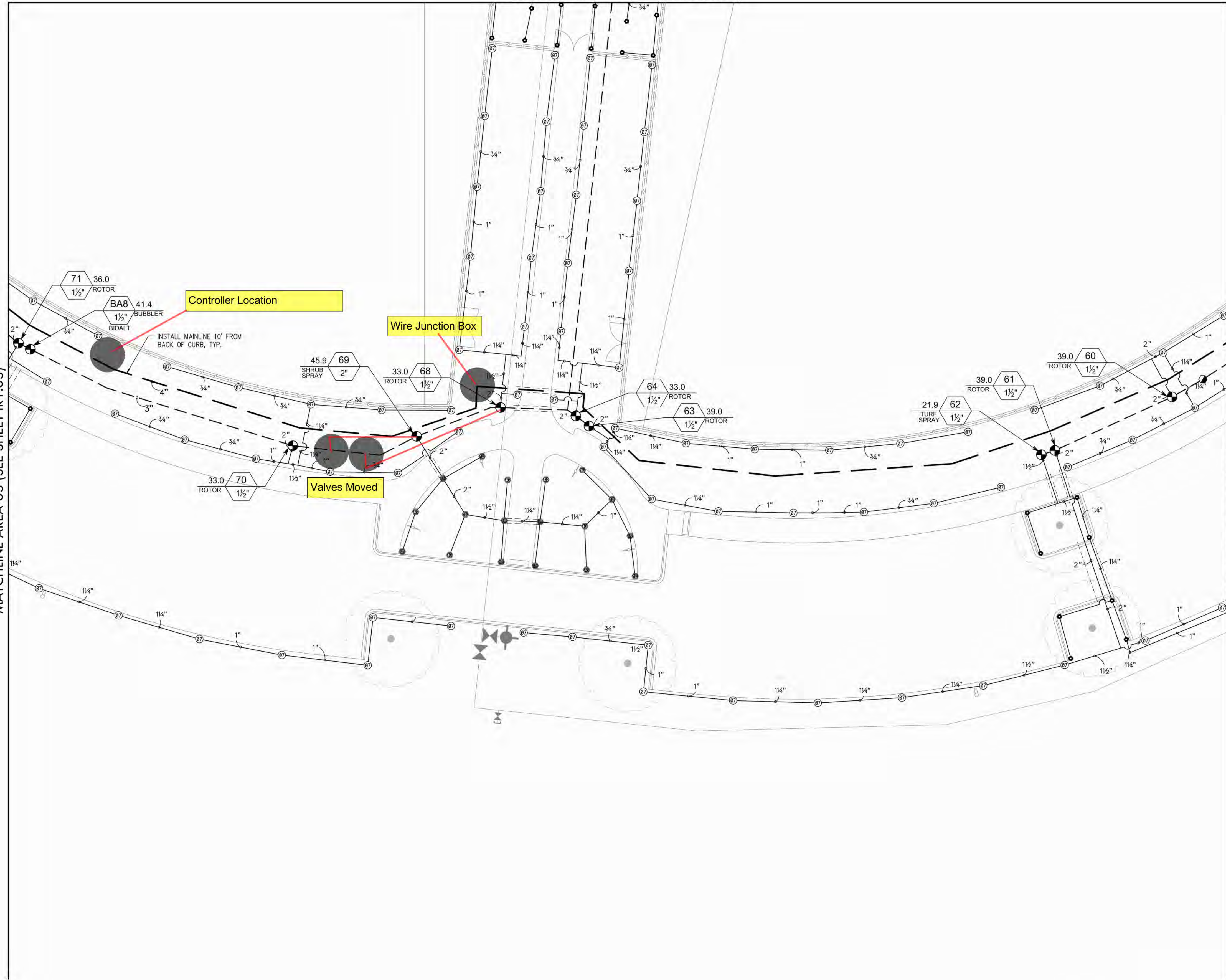


PLANNED BY: JMM
DESIGNED BY: JMM
CHECKED BY: LPO
DATE: DECEMBER 08, 2016

MATCHLINE AREA 03 (SEE SHEET IR1.03)

MATCHLINE AREA 05 (SEE SHEET IR1.04)

MATCHLINE AREA 10 (SEE SHEET IR1.10)



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
0 0 0 4 1/2 1/2	TURF SPRAY: RAIN BIRD 1004-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
0 0 0 4 1/2 1/2	TURF SPRAY: RAIN BIRD 1004-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
0 0 0 4 1/2 1/2	SHRUB SPRAY: RAIN BIRD 1012-SAM-PRS-SHRUB ADJ. 1.2" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.
0 0 0 4 1/2 1/2	SHRUB SPRAY: RAIN BIRD 1012-SAM-PRS-SHRUB ADJ. 1.2" POP-UP SPRINKLER WITH CO-MOLDED WATER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.
▲	BURBULET: WORTCO S53 BUBBULET ON FIXED RISER, ADJUSTABLE RADIUS AND FLOWRATE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
07	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL ORBIT, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
08	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL ORBIT, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
09	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL ORBIT, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
□	CONTROL VALVE: RAIN BIRD KC2-100-PRD-COM DRY CONTROL KIT, 1" PRESS VALVE, 1" BASKET FILTER, AND 40PSI PRESSURE REGULATOR, 1" BALL VALVE.
□	CONTROL VALVE: RAIN BIRD KC2-150-PRD-COM HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" PRESS VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
▨	AREA TO RECEIVE DRAINAGE METAFIM TUD-25-12 (12) TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIFLINE WITH CHECK VALVE, 0.25GPH EMITTERS AT 12.0" O.C., DRIFLINE LATERALS SPACED AT 12.0' APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, 17MM.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
○	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH CLORANNE RESISTANT DIAPHRAGM AND FLOW CONTROL, 1", 1-1/2", 2", SIZE AS NOTED.
○	QUICK COUPLER: CHAMPION 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER, 100-AND 111 SHL KEY COMPONENTS.
○	SHUT OFF VALVE PER SPECIFICATIONS
○	FESCO 825YD 4" REDUCED PRESSURE BACKFLOW PREVENTER
○	FESCO 825YD 4" REDUCED PRESSURE BACKFLOW PREVENTER
○	FLOW SENSOR HYDROMETER / MASTER VALVE: ARAD, 3"
○	CONTROLLER: MOTOROLA ACE AC POWER
○	RAIN/FREEZE SENSOR: RAIN BIRD WRS-PFC WIRELESS RAIN AND FREEZE SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.
○	BOOSTER PUMP: RAINBIRD ACV404 (1.61 GPM) C
○	WATER METER, 4"
○	WATER METER, 4"
---	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315 PVC SCHEDULE 40 TO 1-1/2", PVC CLASS 315 SDR 13.5 FOR PIPES 2" AND LARGER. ONLY LATERAL TRANSITION PIPE SIZES 3/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE. ALL PIPE LABELED 1 1/4" SHOULD BE INSTALLED WITH 1 1/2" PIPE.
---	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4" GLUE FITTINGS
---	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 3" GLUE FITTINGS
---	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION 40' SLEEVE SIZE SHALL BE 2X IRRIGATION, SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR HARDSCAPE ELEMENTS.
○	Valve Control: ○ Valve Number ○ Valve Flow ○ Valve Size

IRRIGATION PLAN - 06

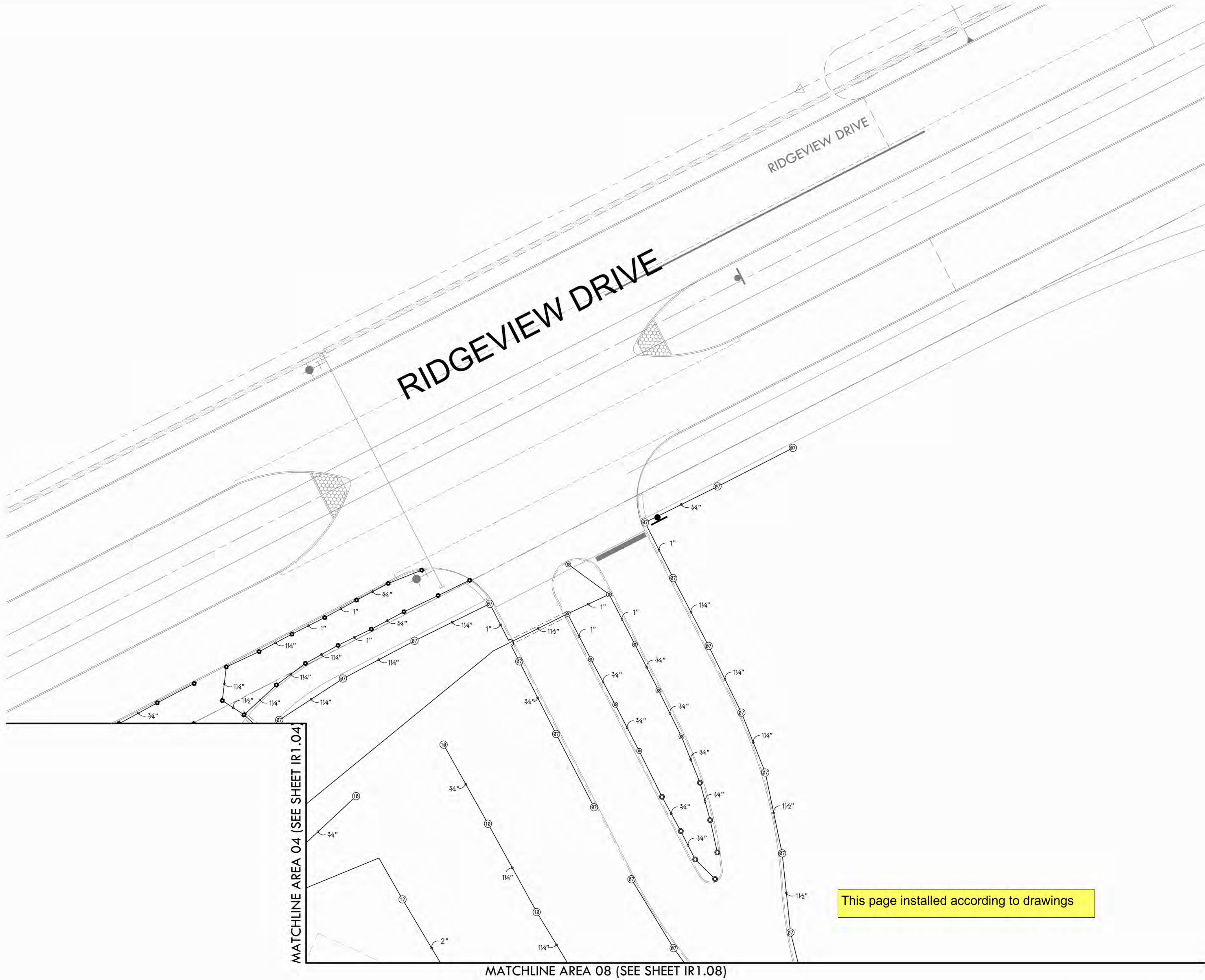
WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGVIEW DRIVE
ALLEN, TEXAS

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PLANNING INFORMATION
PROJECT: WATERS BRANCH COMMUNITY PARK
PHASE 1 IMPROVEMENTS
DATE: 12/08/2016
DRAWN BY: JMM
CHECKED BY: LPO
DATE: DECEMBER 08, 2016



This page installed according to drawings

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
●	TURF SPRAY: RAIN BIRD 1004-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE AND PRESSURE REGULATING DEVICE.
●	TURF SPRAY: RAIN BIRD 1004-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE AND PRESSURE REGULATING DEVICE.
●	SHRUB SPRAY: RAIN BIRD 1012-SAM-PRS-SHRUB ADJ. 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE AND PRESSURE REGULATING DEVICE.
●	SHRUB SPRAY: RAIN BIRD 1012-SAM-PRS-SHRUB ADJ. 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE AND PRESSURE REGULATING DEVICE.
▲	BUBBLER: RAINBIRD 533 BUBBLER ON FIXED RISER, ADJUSTABLE RADIUS AND FLOWRATE.
●	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
●	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
●	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
●	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE, STANDARD ANGLE RED NOZZLE, LOWER PRECIPITATION RATE.
■	CONTROL VALVE: RAIN BIRD KC2-100-PRS-COM. NET FLOW: 26.1 (1.1) 2" TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE, 0.25GPH EMITTERS AT 12.0" O.C., DRIPLINE LATERALS SPACED AT 12.0" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, 1.7MM.
■	CONTROL VALVE: RAIN BIRD KC2-150-PRS-COM. HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" PESB VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
■	AREA TO RECEIVE DRIPLINE
●	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH CLOSRAMING RESISTANT DIAPHRAGM AND FLOW CONTROL, 1", 1-1/2", 2", SIZE AS NOTED.
●	QUICK COUPLER, CHAMPION 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER, 1" OOL AND 1.1 SHL KEY COMPONENTS.
●	SHUT OFF VALVE PER SPECIFICATIONS
●	FEBCO 825VD 4" REDUCED PRESSURE BACKFLOW PREVENTER
●	FEBCO 825VD 4" REDUCED PRESSURE BACKFLOW PREVENTER
●	FLOW SENSOR: HYDROMETER / MASTER VALVE: ARAD, 3" AC POWER
●	CONTROLLER: MOTOROLA ACE
●	RAIN/FREEZE SENSOR: RAIN BIRD WR2-RFC WIRELESS RAIN AND FREEZE SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.
●	BOOSTER PUMP: RAINBIRD #BVND04 (1.6) 6001 C
●	WATER METER, 4"
●	WATER METER, 4"
—	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315 PVC SCHEDULE 40 TO 1-1/2", PVC CLASS 315 SDR 13.5 FOR PIPES 2" AND LARGER, ONLY LATERAL TRANSITION PIPE SIZES 3/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE. ALL PIPE LABELED 1/4" SHOULD BE INSTALLED WITH 1 1/2" PIPE.
—	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4" GLUE FITTINGS
—	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 3" GLUE FITTINGS
—	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION PIPE, SLEEVE SIZE SHALL BE 2X IRRIGATION, SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR HARDSCAPE ELEMENTS.
—	Valve Control
—	Valve Number
—	Valve Flow
—	Valve Size

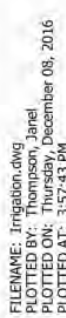
IRRIGATION PLAN - 07

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WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGEVIEW DRIVE
ALLEN, TEXAS



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SHEET:	IR1.07



S Y M B O L	M A N U F A C T U R E R / M O D E L / DESCRIPTION
	TURF SPRAY: RAIN BIRD 1804-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL - 1/2" NPT MALE THREASED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
	TURF SPRAY: RAIN BIRD 1804-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL - 1/2" NPT NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, PRESSURE REGULATING.
	SHRUB SPRAY: RAIN BIRD 1 (A) 2-SAM-PRS-SHRUB ADJ. 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL - 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE AND PRESSURE REGULATING DEVICE.
	SHRUB SPRAY: RAIN BIRD 1 (A) 2-SAM-PRS-SHRUB ADJ. 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL - 1/2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE AND PRESSURE REGULATING DEVICE.
	BUBBLER: IRRITROL 553 BUBBLER ON FIXED RISER, ADJUSTABLE RADIIUS AND FLOWRATE.
S Y M B O L	M A N U F A C T U R E R / M O D E L / DESCRIPTION
	TURF ROTOR: HUNTER POP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL ORBIT; STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
	TURF ROTOR: HUNTER POP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL ORBIT; STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
	TURF ROTOR: HUNTER POP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL ORBIT; STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
S Y M B O L	M A N U F A C T U R E R / M O D E L / DESCRIPTION
	CONTROL VALVE: RAIN BIRD KCT - 150 PFB-COM DRIFT CONTROL KIT, 1" FEES VALVE, 1" BASINET FILTER, AND 40PSI PRESSURE REGULATOR. 1" BSAI VALVE.
	CONTROL VALVE: RAIN BIRD KCT - 150 PFB-COM HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" FEES VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
	AREA TO RECEIVE DRUPLINE NETWORK TECH-26 1/2" (1/2") TECHNIQUE: PRESSURE COMPENSATING LANDSCAPE DRUPLINE, WITH DROPPER SPACED AT 12.0' APART, WITH 2.0" O.D. DRUPLINE LATERALS SPACED AT 12.0' APART, WITH DROPPERS OFFSET FOR TRIANGULAR PATTERN. 1" DIA.
S Y M B O L	M A N U F A C T U R E R / M O D E L / DESCRIPTION
	REMOTE CONTROL VALVE: WEATHERMATE 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH CLIMATE-RESISTANT DIAPHRAGM AND FLOW CONTROL, 1", 1-1/2", 2", SIZE AS NOTED
	QUICK COUPLER: CHAMPION QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER, 100% AND 1" SNK KIT COMPONENTS
	SHUT OFF VALVE PER SPECIFICATIONS
	FEBCO 62525V 4" REDUCED PRESSURE BACKFLOW PREVENTER
	FEBCO 62525V 4" REDUCED PRESSURE BACKFLOW PREVENTER
	FLOW SENSOR HYDROMETER MASTER VALVE: ARAD, 3" CONTROLLER, MOTOROLA ACE AC POWER.
	RAIN/WATER SENSOR: RAIN BIRD WS-RFC MEASURES RAIN AND FREEZE SENSITIVE COME, INCLUDES 1" RECEIVER AND 1" RAIN/WATER SENSOR TRANSMITTER.
	BOOSTER PUMP: RAINBIRD RCWMA-1 (A) 150ATC
	WATER METER, 4"
	WATER METER, 4"
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 CLASS 915 PVC SCHEDULE 40 1/2" (1/2") PVC CLASS 915 2X 308" 13.5 TOR PIPS 2" AND LARGER; ONLY LATERAL TRANSDRIPE SIZES 2" AND ABOVE ARE INDICATED BY THE PLAN, WITH ALL OTHERS BEING 1/2" IN SIZE. ALL PIPE LABELED 1/4" SHOULD BE INSTALLED WITH 1/2" PIPS
	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4" FITTINGS
	IRRIGATION SUBMAINLINE: PVC SCHEDULE 40, 3" FITTINGS
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION PIPE, SLEEVE SIZE SHALL BE 2X IRRGATION SLEEVE SHALL BE 1/2" MIN. WALL THICKNESS OF PAIVING OR HDPE/CAP ELEMENTS.
	Valve Control Valve Number Valve Flow Valve Size

[illegible]

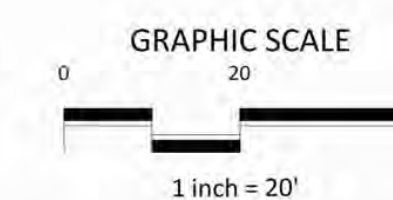
DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437

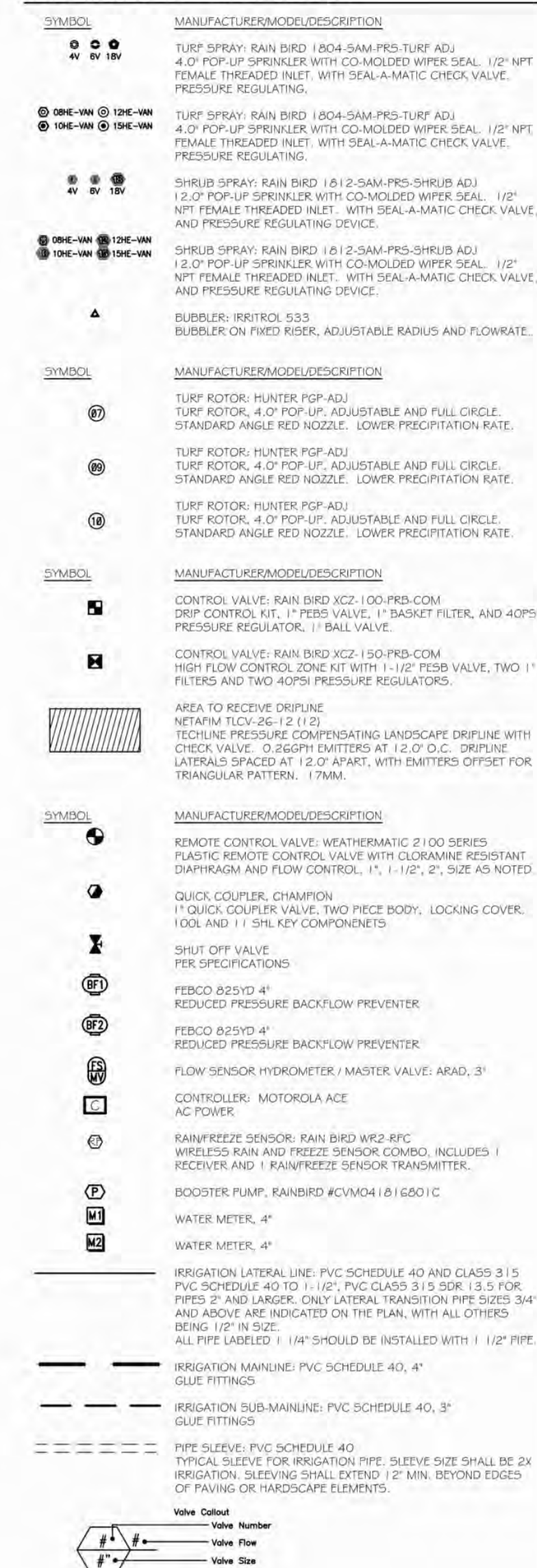
WATTERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS



JOB NO.	B001341.00
DRAWN BY:	JM
DESIGNED BY:	JM
CHECKED BY:	LP
DATE:	DECEMBER 08, 201

IR1.08



[illegible]

IRRIGATION PLAN - 09

 **DUNAWAY**
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
Telex: 531144
TWX: 531144

WATTERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGEVIEW DRIVE
AUSTIN, TEXAS



JOB NO. 8001341 00

DRAWN BY: JM

DESIGNED BY: JM

CHECKED BY: _____ LPO

DATE: DECEMBER 08, 201

SHEET:

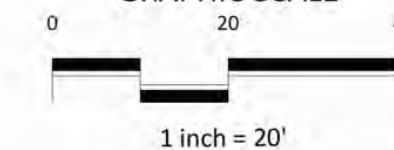
IR1.09

MATCHLINE AREA 05 (SEE SHEET IR1.05)

MATCHLINE AREA 10 (SEE SHEET IR1.10)



GRAPHIC SCALE



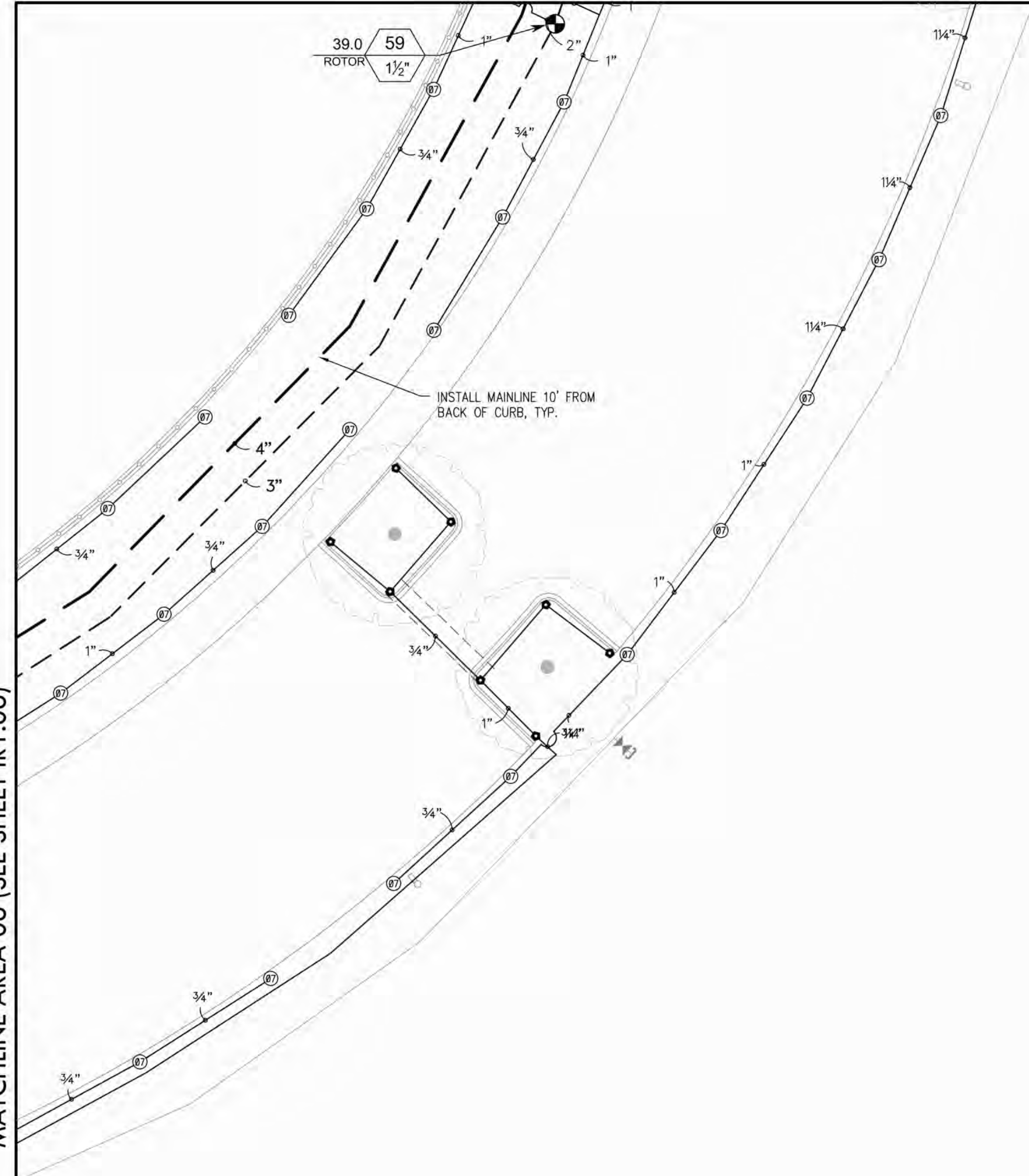
1 inch = 20

FILENAME: Irrigation.dwg
PLOTTED BY: Thompson, Janet
PLOTTED ON: Thursday, December 08, 2016
PLOTTER AT: 3:58:42 PM

PLANNED BY: JMM
DESIGNED BY: JMM
CHECKED BY: LPO
DATE: DECEMBER 08, 2016

MATCHLINE AREA 06 (SEE SHEET IR1.06)

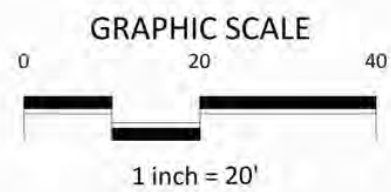
MATCHLINE AREA 09 (SEE SHEET IR1.09)



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	TURF SPRAY: RAIN BIRD 1804-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE. PRESSURE REGULATING.
	TURF SPRAY: RAIN BIRD 1804-SAM-PRS-TURF ADJ. 4.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE. PRESSURE REGULATING.
	SHRUB SPRAY: RAIN BIRD 1812-SAM-PRS-SHRUB ADJ. 1.2" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE. AND PRESSURE REGULATING DEVICE.
	SHRUB SPRAY: RAIN BIRD 1812-SAM-PRS-SHRUB ADJ. 1.2" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE. AND PRESSURE REGULATING DEVICE.
	BUBBLER: RAIN BIRD 533 BUBBLER ON FIXED RISER, ADJUSTABLE RADIUS AND FLOWRATE.
	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
	TURF ROTOR: HUNTER PGP-ADJ. TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE.
	CONTROL VALVE: RAIN BIRD KC2-100-PRB-COM DRIP CONTROL KIT, 1" FESS VALVE, 1" BASKET FILTER, AND 40PSI PRESSURE REGULATOR, 1" BALL VALVE.
	CONTROL VALVE: RAIN BIRD KC2-150-PRB-COM HIGH FLOW CONTROL ZONE KIT WITH 1-1/2" FESS VALVE, TWO 1" FILTERS AND TWO 40PSI PRESSURE REGULATORS.
	AREA TO RECEIVE DRIFTLINE NETATIM TLOV-26-1/2 (1/2) TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIFTLINE WITH CHECK VALVE, 0.56GPH EMITTERS AT 12.0" O.C. DRIFTLINE LATERALS SPACED AT 12.0' APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.
	REMOTE CONTROL VALVE: WEATHERMATIC 2100 SERIES PLASTIC REMOTE CONTROL VALVE WITH CHLORAMINE RESISTANT DIAPHRAGM AND FLOW CONTROL. 1", 1-1/2", 2", SIZE AS NOTED.
	QUICK COUPLER: CHAMPION 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER. 100L AND 11 SHL KEY COMPONENTS.
	SHUT OFF VALVE PER SPECIFICATIONS.
	FESCO 8251D 4" REDUCED PRESSURE BACKFLOW PREVENTER.
	FESCO 8251D 4" REDUCED PRESSURE BACKFLOW PREVENTER.
	FLOW SENSOR: HYDROMETER MASTER VALVE: ARAD, 5" AC POWER.
	RAIN/FREEZE SENSOR: RAIN BIRD WR2-RFC WIRELESS RAIN AND FREEZE SENSOR, COMBO, INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.
	BOOSTER PUMP: RAIN BIRD #CV1041516001C
	WATER METER, 4"
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 AND CLASS 315. PVC SCHEDULE 40 TO 1-1/2". PVC CLASS 315 SDR 13.5 FOR PIPES 2" AND LARGER. ONLY LATERAL TRANSITION PIPE SIZES 3/4" AND ABOVE ARE INDICATED ON THE PLAN. WITH ALL OTHERS BEING 1/2" IN SIZE.
	IRRIGATION MAINLINE: PVC SCHEDULE 40, 4" GLUE FITTINGS.
	IRRIGATION SUB-MAINLINE: PVC SCHEDULE 40, 3" GLUE FITTINGS.
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL SLEEVE FOR IRRIGATION PIPE. SLEEVE SIZE SHALL BE 2X IRRIGATION. SLEEVING SHALL EXTEND 12" MIN. BEYOND EDGES OF PAVING OR HARDSCAPE ELEMENTS.
	Valve Color:
	Valve Number:
	Valve Flow:
	Valve Size:

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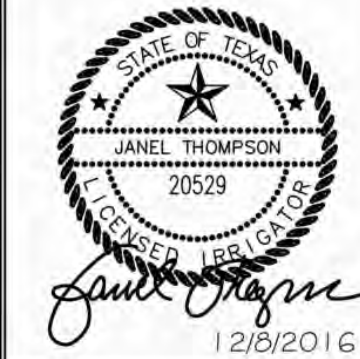


1 inch = 20'

IRRIGATION PLAN - 10

WATERS BRANCH
COMMUNITY PARK
PHASE 1 IMPROVEMENTS
RIDGEVIEW DRIVE
ALLEN, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
TX REG. F-11141



JOB NO.	B001341.002
DRAWN BY:	JMM
DESIGNED BY:	JMM
CHECKED BY:	LPO
DATE:	DECEMBER 08, 2016

SHEET:
IR1.10



Date: 5/26/2021

ADDENDUM 1

2021-4-74

Parking Lot Improvements for Spirit Park

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-conference sign-in sheet
- Bid Bond Document
- Attachment B -Watters Branch
- Attachment B -Spirit Park As-Builts

Questions & Answers:

1. Bid Security – Item 3 of Section IV, Bid Form & Pricing, makes reference to disposition of the Bid Security. We located no requirements for a bid security in the project manual, and specifically, not in the list of submittal requirements shown in Article 1.15 Substantive Proposals, Required Forms. Please clarify the bid security requirement, or lack thereof.

Answer: Section IV, item 3 is referring to Bid Bond. A Bid Bond document is attached.

2. Contract Amount – please confirm if this is a Lump Sum Fixed Price, or a Unit Price Contract.

Answer: Lump Sum Fixed Price.

3. Low Bidder – will the A+B bidding methodology be utilized for the determination of the successful contractor?

Answer: Yes.

4. Insurance – Section V Exhibit 1 indicates that 4. Builder's Risk and 5.a Professional Liability and 5.b E&O Coverage shall be afforded if applicable. Please confirm applicability to this project.

Answer: Number 4, 5a and 5b does not applied for to contractor.

5. On the Bidder's Qualification Statement, do we need to list most current agreements/contracts that we have done similar to this project? Do we have to list three? Or, only projects that we have done that are similar?

Answer: Yes, list a total of three similar projects or your most recent.

6. On the Conflict of Interest Questionnaire, what if it's not applicable to our business? Do we sign and date and just state N/A?

Answer: Please enter "Not Applicable" or "N/A" if it does not apply.

7. On Exhibit 7 Schedule of Subcontractors, do we just sign and date even if not applicable?

Answer: Yes.

8. The bid bond will only be necessary if we get awarded the job?

Answer: Bid Bond is a require document when submitting the bid. A bid bond document has been attached.

9. Is it the City's responsibility or the contractors to show the material testing lab?

Answer: The contactor is responsible for materials testing.

10. What is the total cost of the project?

Answer: The approximate expenditure is \$370,000.00

11. Any irrigation plan can be provided?

Answer: Attachment B has been attached.

12. What is the Notice to Proceed order day of this project?

Answer: A Notice to Proceed letter will be provided after meeting with an awarded vendor.

13. Can you release an existing Utility Plan?

Answer: Please see Attachment A, page 3 Topography Plan and page 4 Demolition Plan for the existing utilities plan.

14. What is the Council Agenda date for this project?

Answer: The tentative Council Agenda is schedule on 7/27/21.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date



Date: 06/01/2021

ADDENDUM 2

2021-4-74

Parking Lot Improvements for Spirit Park

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

Questions & Answers:

1. Please clarify who is responsible for the Material Testing? The Plans under General Note #9, it states the City of Allen will employ and be paid for by the City but the bid sheet, item number 2 is requesting for pricing?

Answer: Omit note #9 on the General Notes sheet of the bid set.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date

STATE OF TEXAS

§

§

BID BOND

COUNTY OF COLLIN §

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within _____ consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Proposal Bond in the sum of \$_____ which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

Contractor (Firm Name)

By: _____

Title: _____

Address

City: _____ State: _____ Zip: _____

Phone

Fax

(Must be submitted with the bid submittal)



Bid Sheet - 2021-4-74 Parking Lot Improvements For Spirit Park

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.

Vendor Name:

Item #	Description	Unit of Measure	Estimate Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1	\$25,386.35	\$25,386.35
2	MATERIALS TESTING	LS	1	\$5,301.22	\$5,301.22
3	UNCLASSIFIED EXCAVATION	CY	1000	\$27.48	\$27,480.00
4	REMOVE CONCRETE PAVEMENT AND CURB	SY	285	\$9.49	\$2,704.65
5	REMOVE EXISTING BOLLARD	EA	1	\$767.18	\$767.18
6	REMOVE AND RELOCATE FIRE HYDRANT	EA	1	\$5,421.90	\$5,421.90
7	SILT FENCE	LF	670	\$4.34	\$2,907.80
8	FURNISH AND INSTALL SOLID SODDING	SY	2000	\$5.60	\$11,200.00
9	CONCRETE PAVEMENT (6 IN) (3600 PSI)	SY	2560	\$49.93	\$127,820.80
10	CONCRETE PEDESTRIAN PAVEMENT (6 IN) (3600 PSI)	SY	210	\$49.37	\$10,367.70
11	LIME STABILIZED SUBGRADE (6 IN)	SY	2980	\$3.61	\$10,757.80
12	HYDRATED LIME	TON	45	\$200.55	\$9,024.75
13	6" CONCRETE CURB	LF	330	\$21.60	\$7,128.00
14	BARRIER FREE RAMP	EA	4	\$1,377.54	\$5,510.16
15	HANDICAP PARKING SIGN	EA	2	\$408.10	\$816.20
16	WHEEL STOP	EA	58	\$99.11	\$5,748.38
17	PAVEMENT STRIPING (PARKING, FIRE LANE, CROSSWALKS)	LS	1	\$2,069.65	\$2,069.65
18	INSTALL 6" AWWA C-900 DR-18 PVC WATER PIPE, BY OPEN CUT	LF	50	\$87.45	\$4,372.50
19	ADJUST WATER VALVE COVER	EA	3	\$408.10	\$1,224.30

Total Amount

\$266,009.34

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

North Rock Construction, LLC

525 S. Loop 288, Suite 105

Denton, TX 76205

OWNER:

(Name, legal status and address)

City of Allen

305 Century Parkway

Allen, Tx 75013

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800

Plymouth, MN 55441

Mailing Address for Notices

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800

Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Parking Lot Improvements for Spirit Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June

2021

North Rock Construction, LLC

(Principal)

(Seal)

By: [Signature]

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By: [Signature]

(Title)

Brady K. Cox

Attorney-in-Fact

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Brady K. Cox, Russ Frenzel, Michael B. Hill, Chandler Nazzal, John A. Aboumrad**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

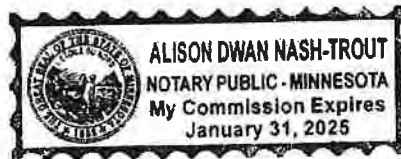


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of June, 2021.



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



2021-4-74 Addendum 2

North Rock Construction LLC

Supplier Response

Event Information

Number: 2021-4-74 Addendum 2
Title: Parking Lot Improvements For Spirit Park
Type: Request For Bid
Issue Date: 5/13/2021
Deadline: 6/11/2021 02:00 PM (CT)
Notes: CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING
MANAGER

INVITATION FOR BID SOLICITATION

#2021-4-74

PARKING LOT IMPROVEMENTS FOR SPIRIT PARK

BID PACKAGES ARE DUE TO THE PURCHASING DIVISION PRIOR
TO:

June 11, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED FACSIMILE OR E-MAILED
BIDS WILL NOT BE ACCEPTED

ELECTRONIC RESPONSES SUBMITTED THROUGH IONWAVE E-BID SYSTEM ARE RECOMMENDED

<http://allentx.ionwave.net>

MAYBE SUBMITTED ELECTRONICALLY THROUGH IONWAVE,
DELIVERED, OR MAILED TO:

THE CITY OF ALLEN PURCHASING DIVISION 305 CENTURY
PARKWAY

THE CITY OF ALLEN PURCHASING DIVISION

**305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL
PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

Contact Information

Contact: Eva Badali Sr. Buyer

Address: Purchasing
305 Century Parkway
Allen, TX 75013

Phone: 214 (509) 4631

Email: ebadali@cityofallen.org

North Rock Construction LLC Information

Address: 525 S Loop 288 Ste 105
Denton, TX 76205
Phone: (940) 220-5500
Fax: (877) 305-4657
Toll Free: (940) 220-5500
Web Address: www.nrockconstruction.com

By submitting your response, you certify that you are authorized to represent and bind your company.

John F Gann II

Signature

Submitted at 6/11/2021 1:31:07 PM

jgann@nrockconstruction.com

Email

Requested Attachments

Bid Endorsement Page

Spirit Park Bid Packet (2).pdf

Addenda Acknowledgement

Spirit Park Addenda Confirmation.pdf

References

NRC job References - Feb 2021.pdf

Bid Bond

Spirit Park Signed Bid Bond.pdf

Bid Attributes

1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

2 Proof of Insurance

Submit proof of insurance that meets the City's minimum insurance requirements. An insurance certificate naming the City as additional insured is to be furnished upon award by the successful bidder or offerer. A waiver of subrogation must apply to all lines. The Certificate Holder box will read as follows: City of Allen, 305 Century Pkwy, Allen, TX 75013.

☒ COMPLETE (COMPLETE)

3 Bid Endorsement Form

☒ COMPLETE (COMPLETE)

4 Workforce Composition Form

☒ COMPLETE (COMPLETE)

5 Affidavit of No Prohibited Interest Form

☒ COMPLETE (COMPLETE)

6 Conflict of Interest Questionnaire Form

☒ COMPLETE (COMPLETE)

7	Schedule of Subcontractors Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
8	Bid Bond For projects that require a bid bond, upload a scanned copy of the bid bond with the submittal. For apparent low bidders or bidders being considered for award, the original copy must be furnished to the Purchasing Division following the Bid Opening per the timeline specified in the bid. <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
9	1295 Form Form must be completed online, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
10	Bidders Qualification Statement <input checked="" type="checkbox"/> Bidders Qualification Statement (Bidders Qualification Statement)
11	Supplemental Information <input checked="" type="checkbox"/> Supplemental Information (Supplemental Information)
12	Addendum The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal. <input checked="" type="checkbox"/> Addendum (Addendum)
13	Bid Sheet (Pricing) <input checked="" type="checkbox"/> Bid Sheet (Pricing) (Bid Sheet (Pricing))
14	Reference 1
15	Reference Name <input type="text" value="Renee Burke Jordan"/>
16	Reference Company Name <input type="text" value="City of Plano"/>
17	Reference Business Address <input type="text" value="1520 K Ave. Plano, Tx 75074"/>
18	Reference Phone Number <input type="text" value="(972) 941-7168"/>
19	Reference Email Address <input type="text" value="reneej@plano.gov"/>
20	Description of Services Performed and Dates of Service Describe the services performed and provide the beginning and completion dates of the project. <input type="text" value="Multiple park and paving jobs for the city of Plano over the past several years."/>

2 1	Reference 2
2 2	Reference Name Gene Moulden
2 3	Reference Company Name City of Irving
2 4	Reference Business Address 825 W Irving Blvd. Irving, Tx 75060
2 5	Reference Phone Number (972) 721-2719
2 6	Reference Email Address gmoulden@cityofirving.org
2 7	Reference 3
2 8	Reference Name Leland Miller
2 9	Reference Company Name City of Grand Prairie
3 0	Reference Business Address 300 W Main St. Grand Prairie, Tx 75051
3 1	Reference Phone Number (972) 237-8529
3 2	Reference Email Address lmiller@gptx.org

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

North Rock Construction
Denton, TX United States

Certificate Number:
2021-773096

Date Filed:
06/30/2021

Date Acknowledged:

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

City of Allen

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

2021-4-74
Construct new parking lot. Parking lot improvements for Spirit Park.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gann II, John	Denton, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is John F Gann II, and my date of birth is 12/3/75.

My address is 525 S Loop 288 #105, Denton, Tx, 76205, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 30 day of June, 2021.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

January 2021,

References

Project Name and Location:	Moore/Riverchase/Fairway Bike Lane Project	Coppell, TX
Contract Amount:	\$ 633,451.92	
Scope of work:	Construction of new sidewalk paving, concrete curb & gutter, sidewalk w/internal retaining wall, accessible ramps, erosion control, concrete removal, striping, signage, and revegetation.	
Owner Contact Info:	City of Coppell, TX	John Elias
	(972) 462-5115	JElias@coppelltx.gov
	255 Parkway Blvd.	Coppell, TX. 75019
Project Name and Location:	E. Jefferson Bridge # 2 Rehabilitation	Grand Prairie, TX
Contract Amount:	\$ 516,812.91	
Scope of work:	Erosion control & prep of ROW, remove existing concrete & metal, remove & repair cracked concrete, install new guard fence & rail, concrete, wing wall extensions, bridge rail & transitions.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	Lrmiller@gptx.org
	PO Box 534045	Grand Prairie, TX 75051
Project Name and Location:	Roy Orr Bridge	Grand Prairie, TX
Contract Amount:	\$ 437,212.78	
Scope of work:	Demo and haul off, excavation and grading, excavate & fill, block sodding, install concrete, void fill, compacted base, install toe walls, under drain and shoulder drain.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	Lrmiller@gptx.org
	PO Box 534045	Grand Prairie, TX 75051

Project Name and Location:	Heritage Park Phase IV	Flower Mound, TX
Contract Amount:	\$ 1,423,060.18	
Scope of work:	Clearing & grubbing, erosion control, nature observation platform, entry sign, pavilion, sundial entry circle, retaining wall, disc golf course, culvert crossings, concrete parking lot, enhanced concrete trail, landscape, irrigation, electrical, handrail, and dry creek bed/boulder outcropping.	
Owner Contact Info:	Town of Flower Mound, TX	David Bauer
	(972) 874-6308	david.bauer@flower-mound.com
	2121 Cross Timbers	Flower Mound, TX 75028
Project Name and Location:	Saint Jo ISD, Tennis Courts	Saint Jo, TX
Contract Amount:	\$ 184,880.40	
Scope of Work:	Two (2) tennis courts with associated parking, access sidewalks, and fencing. realignment of access driveway to new courts.	
Owner Contact Info:	Saint Jo Independent School District	Larry H. Smith, Superintendent
	(940) 995-2668	larry.smith@esc9.net
	206 W. Evans St	Saint Jo, TX 76265
Project Name and Location:	Watters Crossing	Allen, TX
Contract Amount:	\$ 369,894.23	
Scope of Work:	Demo & haul off, excavation & grading, handicap & playground ramps, new concrete pavement, hike & bike trail, drainage, install grills, benches and playground units, construct decomposed granite walk & seating area, install stone veneer, sod, repair irrigation system and add drainage.	
Owner Contact Info:	City of Allen, TX	Matthew D. McComb, Landscape Architect
	(214) 509-4721	mmccomb@cityofallen.org
	900 S Greenville Ave	Allen, TX 75002

Project Name and Location:	Carrollton Downtown Trail	Carrollton, TX
Contract Amount:	\$ 480,000.67	
Scope of Work:	Fiber reinforced concrete trail, trail widening, pavement markings, pedestrian bridge, trail amenities, landscaping, irrigation and pavers.	
Owner Contact Info:	City of Carrollton, TX	Andrew Combs, PE
	(972) 466-3078	andrew.combs@cityofcarrollton.com
	1945 E. Jackson Rd	Carrollton, TX 75006
Project Name and Location:	Trash Interceptor for West Irving Creek Outlet	City of Irving, TX
Contract Amount:	\$ 648,766.83	
Scope of Work:	all concrete, steel, appurtenances, tools, equipment, labor and incidentals necessary to install complete in place the drive aisles, pavement, reinforced concrete footings, gabions, and associated site work for the trash interceptor structures	
Owner Contact Info:	City of Irving, TX	Gene Moulden, Planning Manager
	(972) 721-2719	gmoulen@cityofirving.org
	825 W Irving Blvd	Irving, TX 75060
Project Name and Location:	G. Roland Vela Athletic ComplexDenton, TX.	
Contract Amount:	\$ 5,692,727.00	
Scope of Work:	Construction of a 16ac. Four field athletic complex; earth work & site grading, 400 space concrete parking lot, athletic field lighting, concession/restroom building, utilities, landscape & irrigation, pedestrian paving, playground structure, shade pavilions, and drainage culvert bridge.	
Owner Contact Info:	City of Denton, TX	Jim Mays, Construction Admin
	(940) 349-7200	jim.mays@cityofdenton.com
	869 S. Woodrow	Denton, TX 76205

Project Name and Location:	Pedestrian Trail Connection Project	Highland Village, TX
Contract Amount:	\$ 1,007,937.92	
Scope of Work:	5" and 6" reinforced concrete pavement, reinforced concrete pipe and box culvert drainage structures, inlets, headwalls, stone veneer reinforced concrete retaining walls, landscaping, irrigation, electrical, and other misc. related appurtenances	
Owner Contact Info:	City of Highland Village, TX	Fince Espinosa
	(972) 317-7430	fespinoza@highlandvillage.org
	1000 Highland Village Rd	Highland Village, TX 75077
Project Name and Location:	The Dog Park at Jack Carter Park	Plano, TX
Contract Amount:	\$ 531,613.46	
Scope of Work:	Entry gates, fence and plaza reconstruction, shade shelters, lighting and controls, irrigation system, misc. concrete paving and site furnishings.	
Owner Contact Info:	City of Plano, TX	Bill Dakin
	(972) 941-7271	billd@plano.gov
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	Hillside Park	Allen, TX
Contract Amount:	\$ 252,142.76	
Scope of Work:	Concrete flatwork, playground improvements, masonry signage, demo, landscape, earthwork and irrigation.	
Owner Contact Info:	City of Allen, TX	Laura Demos, Park Planner
	(214) 509-4720	ldemos@cityofallen.org
	900 S. Greenville Ave.	Allen, TX 75002

Project Name and Location:	Wylie Municipal Complex Trail	Wylie, TX
Contract Amount:	\$ 480,436.50	
Scope of Work:	Park improvements including new concrete trail, sidewalk connections, enhancement of an old roadway, new pre-fabricated pedestrian bridge, and other misc.	
Owner Contact Info:	City of Wylie, TX	Michael B. Sferra, Public Service Director
	(972) 516-6381	mike.sferra@wylietexas.gov
	300 Country Club Rd, Bldg. 100	Wylie, TX 75098
Project Name and Location:	Collin County Walking Trail	Collin County
Contract Amount:	\$ 418,593.95	
Scope of Work:	Construction of walking trail including trail lighting, picnic areas, and memorial plaque wall area. Demo and roadway work as required	
Owner Contact Info:	Collin County, TX	Matthew F. Dobecka, CPPO, CPPB
	(972) 548-4103	mdobecka@collincountytexas.gov
	2300 Bloomdale Rd., Ste 3160	McKinney, TX 75071
Project Name and Location:	Lone Star/Campion Trail Connection	City of Irving
Contract Amount:	\$ 2,391,150.78	
Scope of Work:	Excavation and grading, 13,000 lf of primary concrete trail, retaining walls, low water crossings, ornamental railing, pedestrian bridge, 75 lf box culvert, masonry walls and columns, fencing and railing, park furnishings, and associated appurtenances.	
Owner Contact Info:	City of Irving, TX	Gene Moulden, Planning Manager
	(972) 721-2719	gmoulden@cityofirving.org
	825 W Irving Blvd	Irving, TX 75060

Project Name and Location:	Various Projects	Denton, TX
Contract Amount:	\$5,000 to \$300,000+	
Scope of Work:	demo, backfill, foundations, paving, ramps, curb & gutter, etc.	
G/C Contact Info:	Links Construction LLC	Wes Byrne, President
	(940) 566-5465	wbyrne@linksconstruction.com
	525 S. Loop 288, Suite 105	Denton, TX 76205

Current Projects:

Prestwyck Park	City of McKinney, TX	\$ 2,633,249.81
Heritage Park Redevelopment	City of Irving, TX	\$ 5,670,687.00
Ridgeview Trails	City of Allen, TX	\$ 1,493,807.67



Date: 5/26/2021

ADDENDUM 1

2021-4-74

Parking Lot Improvements for Spirit Park

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-conference sign-in sheet
- Bid Bond Document
- Attachment B -Watters Branch
- Attachment B -Spirit Park As-Builts

Questions & Answers:

1. Bid Security – Item 3 of Section IV, Bid Form & Pricing, makes reference to disposition of the Bid Security. We located no requirements for a bid security in the project manual, and specifically, not in the list of submittal requirements shown in Article 1.15 Substantive Proposals, Required Forms. Please clarify the bid security requirement, or lack thereof.

Answer: Section IV, item 3 is referring to Bid Bond. A Bid Bond document is attached.

2. Contract Amount – please confirm if this is a Lump Sum Fixed Price, or a Unit Price Contract.

Answer: Lump Sum Fixed Price.

3. Low Bidder – will the A+B bidding methodology be utilized for the determination of the successful contractor?

Answer: Yes.

4. Insurance – Section V Exhibit 1 indicates that 4. Builder's Risk and 5.a Professional Liability and 5.b E&O Coverage shall be afforded if applicable. Please confirm applicability to this project.

Answer: Number 4, 5a and 5b does not applied for to contractor.

5. On the Bidder's Qualification Statement, do we need to list most current agreements/contracts that we have done similar to this project? Do we have to list three? Or, only projects that we have done that are similar?

Answer: Yes, list a total of three similar projects or your most recent.

6. On the Conflict of Interest Questionnaire, what if it's not applicable to our business? Do we sign and date and just state N/A?

Answer: Please enter "Not Applicable" or "N/A" if it does not apply.

7. On Exhibit 7 Schedule of Subcontractors, do we just sign and date even if not applicable?

Answer: Yes.

8. The bid bond will only be necessary if we get awarded the job?

Answer: Bid Bond is a require document when submitting the bid. A bid bond document has been attached.

9. Is it the City's responsibility or the contractors to show the material testing lab?

Answer: The contactor is responsible for materials testing.

10. What is the total cost of the project?

Answer: The approximate expenditure is \$370,000.00

11. Any irrigation plan can be provided?

Answer: Attachment B has been attached.

12. What is the Notice to Proceed order day of this project?

Answer: A Notice to Proceed letter will be provided after meeting with an awarded vendor.

13. Can you release an existing Utility Plan?

Answer: Please see Attachment A, page 3 Topography Plan and page 4 Demolition Plan for the existing utilities plan.

14. What is the Council Agenda date for this project?

Answer: The tentative Council Agenda is schedule on 7/27/21.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID



6/14/21

Signature of Officer

Date



Date: 06/01/2021
ADDENDUM 2
2021-4-74

Parking Lot Improvements for Spirit Park

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.


Attachments:

Questions & Answers:

1. Please clarify who is responsible for the Material Testing? The Plans under General Note #9, it states the City of Allen will employ and be paid for by the City but the bid sheet, item number 2 is requesting for pricing?

Answer: Omit note #9 on the General Notes sheet of the bid set.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID



6/1/21

Signature of Officer

Date



CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**INVITATION FOR BID
SOLICITATION #2021-4-74
PARKING LOT IMPROVEMENTS FOR SPIRIT
PARK**

BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

June 11, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

MAY BE SUBMITTED ELECTRONICALLY THROUGH IONWAVE,
DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas

COUNTY OF Denton

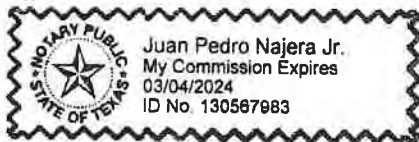
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

John F Gann II
(Print Name)

President
(Print Title)

of North Rock Construction the Contractor designated herein above, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Contractor, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of June, A.D., 2021



[Signature]
Notary Public in and For

Denton County, Texas

My Commission expires: _____

City Manager's Acknowledgment

THE STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the undersigned, City Manager of the City of Allen, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Allen, Texas, a municipal corporation, that he/she was duly authorized to perform the same by appropriate resolution of the City Council of the City of Allen and that he/she executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D., 2021.

Notary Public in and for the State of Texas

My Commission expires: _____

**SECTION IV
BID FORM & PRICING**

To: CITY OF ALLEN (hereinafter called OWNER)
Purchasing Department
305 Century Parkway
Allen, TX 75013

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Allen (the Owner) in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidders on construction projects must be prepared for their firm to perform at least 83 % of the work required with the firm's own forces to fill this contract. If the firm does not intend to perform at least 17 % of the work required, they must provide who they propose to use as subcontractors and their references and experience record as required in Subcontractor History.

PERCENT OF WORK PERFORMED BY PRIME CONTRACTOR		
Contract Value Range \$		Minimum % of Work
Less than	\$25,000	95%
\$25,000 -	\$399,999	80%
\$400,000 -	\$999,999	60%
\$1,000,000 -	\$1,999,999	40%
More than	\$2,000,000	15%

3. BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addends (receipt of all which is hereby acknowledged):

Addenda No.	Bidder Initial	Date
<u>1</u>	<u>[Signature]</u>	<u>5/26/21</u>
<u>2</u>	<u>[Signature]</u>	<u>6/1/21</u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, sites locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has reviewed and checked all available information and data with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to

perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- (d) BIDDER has correlated the results of all observations, examinations, investigations, explorations and tests, with the terms and conditions of the Contract Documents.
- e) BIDDER has given Project Manager (with the City of Allen) written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to BIDDER.
- (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Note: Quantities shown on plans for individual items are estimates only. Contractor shall be responsible for formulating his own quantity take-off for all items. Any alleged quantity discrepancies must be brought to the attention of the City of Allen and prior to the last issuance of an Addendum (no less than 3 business days) before bids are opened). Areas of sediment and cattail removal are to be bid by lump sum; estimated quantities have not been given.

6. BIDDER will complete the Work for the park improvements for the following price(s):

Note: 1. General Conditions and Bonding are not considered separate pay items and costs for each should be included in the individual unit costs.

2. All prices stated by Bidder below are for complete and in place execution of the work associated with the correlated Bid Item.

7. The City of Allen will elect to award a Contract for the Project to one Contractor. Each Bidder is required to submit complete, stand-alone Bids for the Base Bid and Alternate Bid Items as outlined in the Bid Form.

Provide the following breakdowns for the lump sum bid. The sum of all base bid items shall equal the amount of the Total Base Bid stated below. Items not stated in the bid form but shown on the plans shall be considered incidental to the project and is not a pay item.

TOTAL BASE BID: \$ 266,009.34

*Two hundred sixty six thousand
BASE BID: nine dollars and thirty four cents*
Total Base Bid Written in Words

DAYS TO COMPLETE WORK: Base Bid 45 calendar days

The Contractor agrees to complete the work within the following calendar days from the Notice to Proceed.

CONTRACTOR: 83 % of work to be completed by Contractor

SUBCONTRACTOR: 17 % of work to be completed by Subcontractor

SUBCONTRACTORS: Subcontractors proposed for this project are:

Type of Work: <u>Utilities</u>	Type of Work: <u>Striping</u>
Company: <u>Mora Construction</u>	Company: <u>American Striping</u>
Address: <u>1131 Perry St. Irving, Tx 75060</u>	Address: <u>11551 Ravenview Rd. Dallas, Tx 75253</u>
Contact: <u>Roger Mora</u>	Contact: <u>Randi Mullins</u>
Phone: <u>972-438-8811</u>	Phone: <u>972-557-8565</u>
Work History (completed projects similar in scope): <u>MGR Bikeway</u> <u>Bowman Branch Trail</u> <u>Cottonwood Park</u> <u>Monarch Park</u>	Work History (completed projects similar in scope): <u>MGR Bikeway</u> <u>Cottonwood Park</u> <u>Denton Co. Courthouse</u> <u>G Roland Vela Athletic Complex</u>

Time is of the essence for the performance of this Contract. For each calendar day that any work shall remain uncompleted after expiration of the time specified in the Contract, executed by the City and applicable change orders, a sum equal to the rate stated below shall be deducted from the moneys due the Contractor, not as a penalty, but as an agreed upon liquidated damage. Liquidated damage amounts will be deducted by Change Order.

Total Amount of Contract

Less than \$ 25,000.00
\$25,000 to \$99,999.99
\$100,000.00 to \$999,999.99
More than \$1,000,000.00

Amount of Liquidated Damages

\$100.00 Per Day
\$160.00 Per Day
\$240.00 Per Day
\$500.00 Per Day

Time shall commence on the first day of move-in, but in no case later than the date so stated in the written Notice to Proceed. In submitting the Bid, I/We do so with the understanding that all Contract Documents, Drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this BID, I/We will:

- (a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted, the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.

- (b) Furnish a contractual schedule satisfactory to owner immediately after written notice to proceed.

The undersigned acknowledges that the Contract entered into by and between the City and the Bidder will be a "separated contract" under Sections 151.056(b) and 151.011(a) of the Texas Tax Code and Comptroller's Rule 3 TAC, Section 291, and the undersigned submits the following amounts for the use as the separated contract amounts for use in the Contract if the undersigned is the successful Bidder:

The Price of In-Place Materials to be incorporated into the Project:	\$ <u>167,585.88</u>
The Price of Labor, Profit, Materials not In-Place and all other charges:	\$ <u>98,423.46</u>
TOTAL (Must agree with base bid):	\$ <u>266,009.34</u>

BID ENDORSEMENT

We agree and understand that Owner reserves the right to accept or reject any or all bids. The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Prohibition of Boycott Israel. Company (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

HOUSE BILL 89, PROHIBITION OF CONTRACT WITH COMPANIES BOYCOTTING ISRAEL

"I, John F Gann II (Name of certifying official), the President (title or position of certifying official) of North Rock Con. (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.


Signature of Certifying Official

Title President

Date 6/11/21

Submittals will be considered as being responsive only if entire Bid Package, from Cover Page through all Bid Pages plus, any/all attachments, is returned with all blanks filled in.

SUBMITTED BY:

North Rock Construction
(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

John F Gann II
(Typed or Printed Name)

President 6/11/21
(Title) (Date)

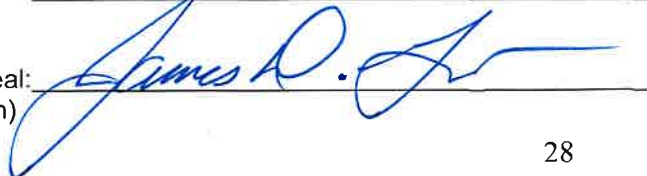
Remittance
Address: 525 S Loop 288 Suite 105

Denton, Tx 76205
(Zip Code)

Phone #: () 940-220-5500

E-Mail Address: jgann@nrockconstruction.com

Attest and Seal:
(if corporation)



All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

City of Allen Project or Bid Number: Parking Lot Improvements for Spirit Park
#2021-4-74

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

North Rock Construction

By:

Signature

John F Gann II

(Print Name)

President

STATE OF TEXAS

or

COUNTY OF Denton

cor

SUBSCRIBED AND SWORN TO before me this 17th day of June, 2021.

Notary Public, State of Texas



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

N/A

2☐

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3**Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

5

Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

N/A

6☐

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6/11/2021

Date

EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2021-4-74

Contractor: North Rock Construction

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Other
☒ Corporation ☐ Joint Venture

Name: John F Gann II Partner: _____

Title: President Title: _____

Address: 525 S Loop 288 Suite 105 Address: _____

City: Denton City: _____

State & Zip: Tx 76205 State & Zip: _____

Phone: 940-220-5500 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. Texas 2014

Location of Principal Office 525 S Loop 288 Suite 105 Denton, Tx 76205

Contact and Phone at Principal Office: John F Gann II 940-220-5500

Liability Insurance Provider and Limits of Coverage: +5,000,000

Workers compensation Insurance Provider: Atlantic Specialty Insurance Co.

Address: 605 Highway 169 North, Suite 800 Plymouth, Mn 55441

Contact and Phone: Brady Cox 972-644-2688

Number of Years in Business as a Contractor on Above Types of Work: 8

Claims and Suits (If the answer to any of the questions is yes, please attach details): None

Has your organization ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? None

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

No

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: G Roland Athletic Complex

Project Description: 700+ parking lot, excavation, trail, walls, masonry

Owner/Agency: City of Denton

Contract Price: \$5,729,845.28

Contact Person: Jim Mays Phone: 972-919-2623 Email:

Project: Heritage Park Ph IV

Project Description: Excavation, trail, walls, pavilion, electrical

Owner/Agency: Town of Flower Mound

Contract Price: \$1,402,330.04

Contact Person: David Bauer Phone: 972-874-6308 Email:

Project: Plano Downtown Parking Lots

Project Description: Downtown Parking Lot Rehabilitation

Owner/Agency: City of Plano

Contract Price: \$801,200

Contact Person: Tim Bennett Phone: 972-941-5345 Email:

Bank References (List Institution, Address, Contact Person, and Phone):

Access Bank Texas

Duke York 940-382-3962

PO Box 1429 Denton, Tx 76202

**EXHIBIT 6
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No?
	2.	General Partnership	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	4.	Corporation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	5.	Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

North Rock Construction LLC

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

☒ No ☐ Yes if yes, specify _____ MBE _____ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

☒ No ☐ Yes

If yes, specify the governmental agency: _____

Date of certification: _____

**EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: North Rock Construction Small WBE
MBE Non-S/M/WBE

Description Parking Lot Improvements for Spirit Park Contract/Solicitation Number _____

Check the applicable: Subcontracting/Vendor Opportunities Sole Source

Direct Purchase

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
Mora Construction				X	Underground utilities	\$ 8,700.00
American Striping				X	Striping / Signage	\$ 7,405.00
Merde Servicing Group	X				Erosion Control	\$ 971.50
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$ 16,105.00
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$ 971.50
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$ 266,009.34

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: John F Gann II President

Signature:  Date: 6/11/2021

EXHIBIT 8 **WORK FORCE COMPOSITION**

North Rock Construction

Name of Firm	525 S Loop 288 Suite 105	Area Code/Phone Number	76205
Address	John F Gann II	Denton Tx	
		City State	Zip
Typed Name & Title of Authorized Executive			

Full Time Employee s	Total Number of Employees		White		American Indian		Black		Hispanic		Other*	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%
Admin & Managerial	3	1		3								
Professional	8	1								4		
Technical	2			2								
Sales Workers				1								
Office & Clerical	2									1		
Skilled Workers	8									8		
Semiskilled Workers	11									11		
Unskilled Workers	5									5		
Apprentices												
Seasonal, Temp & Part Time												
TOTAL	30			1						29		

WORK FORCE COMPOSITION

Remarks _____

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name and Title of Signer: _____ John F Gann II

(Please print or type)

Signature: _____

Date: _____

6/11/2021

*Please use additional sheets to identify the ethnicity of employees identified in this category.



Bid Tab - 2021-4-74 Parking Lot Improvements For Spirit Park

Vendor Name: AXIS
Contracting, Inc.

Vendor Name: EarthCo

Vendor Name: Ed bell
Construction Company

Vendor Name: GRod
construction, LLC

Item #	Description	Unit of Measure	Estimate Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	MOBILIZATION	LS	1	\$37,184.00	\$37,184.00	\$29,870.12	\$29,870.12	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
2	MATERIALS TESTING	LS	1	\$8,000.00	\$8,000.00	\$5,314.00	\$5,314.00	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00
3	UNCLASSIFIED EXCAVATION	CY	1000	\$38.00	\$38,000.00	\$33.90	\$33,900.00	\$8.00	\$8,000.00	\$37.00	\$37,000.00
4	REMOVE CONCRETE PAVEMENT AND CURB	SY	285	\$16.00	\$4,560.00	\$37.40	\$10,659.00	\$20.00	\$5,700.00	\$19.00	\$5,415.00
5	REMOVE EXISTING BOLLARD	EA	1	\$100.00	\$100.00	\$821.25	\$821.25	\$180.00	\$180.00	\$200.00	\$200.00
6	REMOVE AND RELOCATE FIRE HYDRANT	EA	1	\$10,450.00	\$10,450.00	\$1,472.48	\$1,472.48	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00
7	SILT FENCE	LF	670	\$2.00	\$1,340.00	\$10.20	\$6,834.00	\$2.00	\$1,340.00	\$2.00	\$1,340.00
8	FURNISH AND INSTALL SOLID SODDING	SY	2000	\$8.00	\$16,000.00	\$7.72	\$15,440.00	\$5.75	\$11,500.00	\$6.00	\$12,000.00
9	CONCRETE PAVEMENT (6 IN) (3600 PSI)	SY	2560	\$70.00	\$179,200.00	\$47.64	\$121,958.40	\$70.00	\$179,200.00	\$56.00	\$143,360.00
10	CONCRETE PEDESTRIAN PAVEMENT (6 IN) (3600 PSI)	SY	210	\$60.00	\$12,600.00	\$60.37	\$12,677.70	\$110.00	\$23,100.00	\$60.00	\$12,600.00
11	LIME STABILIZED SUBGRADE (6 IN)	SY	2980	\$5.00	\$14,900.00	\$5.08	\$15,138.40	\$4.00	\$11,920.00	\$11.50	\$34,270.00
12	HYDRATED LIME	TON	45	\$216.00	\$9,720.00	\$250.47	\$11,271.15	\$180.00	\$8,100.00	\$200.00	\$9,000.00
13	6" CONCRETE CURB	LF	330	\$4.00	\$1,320.00	\$36.64	\$12,091.20	\$5.00	\$1,650.00	\$6.00	\$1,980.00
14	BARRIER FREE RAMP	EA	4	\$1,600.00	\$6,400.00	\$2,578.63	\$10,314.52	\$3,000.00	\$12,000.00	\$1,600.00	\$6,400.00
15	HANDICAP PARKING SIGN	EA	2	\$413.00	\$826.00	\$223.63	\$447.26	\$400.00	\$800.00	\$500.00	\$1,000.00
16	WHEEL STOP	EA	58	\$132.00	\$7,656.00	\$80.33	\$4,659.14	\$133.00	\$7,714.00	\$97.00	\$5,626.00
17	PAVEMENT STRIPING (PARKING, FIRE LANE, CROSSWALKS)	LS	1	\$1,639.00	\$1,639.00	\$2,058.82	\$2,058.82	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00
18	INSTALL 6" AWWA C-900 DR-18 PVC WATER PIPE, BY OPEN CUT	LF	50	\$220.00	\$11,000.00	\$74.85	\$3,742.50	\$125.00	\$6,250.00	\$83.00	\$4,150.00
19	ADJUST WATER VALVE COVER	EA	3	\$1,925.00	\$5,775.00	\$75.91	\$227.73	\$335.00	\$1,005.00	\$850.00	\$2,550.00

Total Amount

\$366,670.00

\$298,897.67

\$316,959.00

\$304,491.00

Vendor Name: Home Run Construction LLC		Vendor Name: HQS Construction		Vendor Name: New world Contracting, LLC		Vendor Name: North Rock Construction LLC		Vendor Name: Pavecon public works		Vendor Name: Quick Set Concrete Inc		Vendor Name: Reliable Paving, Inc		Vendor Name: Infracon
Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price
\$28,695.00	\$28,695.00	\$37,500.00	\$37,500.00	\$10,000.00	\$10,000.00	\$25,386.35	\$25,386.35	\$87,080.82	\$87,080.82	\$20,000.00	\$20,000.00	\$26,500.00	\$26,500.00	\$10,000.00
\$7,558.00	\$7,558.00	\$5,000.00	\$5,000.00	\$6,120.00	\$6,120.00	\$5,301.22	\$5,301.22	\$6,629.68	\$6,629.68	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00	\$8,700.00
\$23.83	\$23,830.00	\$20.00	\$20,000.00	\$29.00	\$29,000.00	\$27.48	\$27,480.00	\$24.53	\$24,530.00	\$35.00	\$35,000.00	\$30.00	\$30,000.00	\$35.00
\$34.00	\$9,690.00	\$21.00	\$5,985.00	\$7.00	\$1,995.00	\$9.49	\$2,704.65	\$23.88	\$6,805.80	\$32.00	\$9,120.00	\$19.00	\$5,415.00	\$18.00
\$270.00	\$270.00	\$100.00	\$100.00	\$303.00	\$303.00	\$767.18	\$767.18	\$509.98	\$509.98	\$250.00	\$250.00	\$100.00	\$100.00	\$400.00
\$5,940.00	\$5,940.00	\$5,000.00	\$5,000.00	\$5,508.00	\$5,508.00	\$5,421.90	\$5,421.90	\$5,666.38	\$5,666.38	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00	\$6,500.00
\$6.71	\$4,495.70	\$2.00	\$1,340.00	\$2.00	\$1,340.00	\$4.34	\$2,907.80	\$2.27	\$1,520.90	\$3.00	\$2,010.00	\$6.00	\$4,020.00	\$4.00
\$8.78	\$17,560.00	\$8.50	\$17,000.00	\$5.00	\$10,000.00	\$5.60	\$11,200.00	\$7.93	\$15,860.00	\$12.42	\$24,840.00	\$13.00	\$26,000.00	\$18.00
\$64.36	\$164,761.60	\$72.00	\$184,320.00	\$61.00	\$156,160.00	\$49.93	\$127,820.80	\$59.57	\$152,499.20	\$69.75	\$178,560.00	\$54.50	\$139,520.00	\$58.00
\$63.63	\$13,362.30	\$72.00	\$15,120.00	\$64.00	\$13,440.00	\$49.37	\$10,367.70	\$59.57	\$12,509.70	\$67.50	\$14,175.00	\$87.00	\$18,270.00	\$63.00
\$3.89	\$11,592.20	\$8.00	\$23,840.00	\$6.00	\$17,880.00	\$3.61	\$10,757.80	\$6.40	\$19,072.00	\$20.25	\$60,345.00	\$7.60	\$22,648.00	\$8.50
\$238.25	\$10,721.25	\$180.00	\$8,100.00	\$208.00	\$9,360.00	\$200.55	\$9,024.75	\$187.70	\$8,446.50	\$165.00	\$7,425.00	\$205.00	\$9,225.00	\$225.00
\$32.50	\$10,725.00	\$6.80	\$2,244.00	\$4.00	\$1,320.00	\$21.60	\$7,128.00	\$2.83	\$933.90	\$13.75	\$4,537.50	\$4.00	\$1,320.00	\$8.50
\$2,920.00	\$11,680.00	\$1,250.00	\$5,000.00	\$2,203.00	\$8,812.00	\$1,377.54	\$5,510.16	\$3,003.19	\$12,012.76	\$2,500.00	\$10,000.00	\$2,550.00	\$10,200.00	\$2,500.00
\$189.00	\$378.00	\$550.00	\$1,100.00	\$428.00	\$856.00	\$408.10	\$816.20	\$453.32	\$906.64	\$500.00	\$1,000.00	\$450.00	\$900.00	\$430.00
\$54.00	\$3,132.00	\$75.00	\$4,350.00	\$104.00	\$6,032.00	\$99.11	\$5,748.38	\$96.33	\$5,587.14	\$70.00	\$4,060.00	\$144.00	\$8,352.00	\$105.00
\$1,619.00	\$1,619.00	\$7,500.00	\$7,500.00	\$2,173.00	\$2,173.00	\$2,069.65	\$2,069.65	\$2,209.89	\$2,209.89	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,200.00
\$43.20	\$2,160.00	\$100.00	\$5,000.00	\$122.00	\$6,100.00	\$87.45	\$4,372.50	\$470.31	\$23,515.50	\$50.00	\$2,500.00	\$77.00	\$3,850.00	\$220.00
\$540.00	\$1,620.00	\$500.00	\$1,500.00	\$551.00	\$1,653.00	\$408.10	\$1,224.30	\$311.65	\$934.95	\$375.00	\$1,125.00	\$360.00	\$1,080.00	\$800.00
\$329,790.05		\$349,999.00		\$288,052.00		\$266,009.34		\$387,231.74		\$384,447.50		\$318,200.00		

Name: Urban
struction LLC

Vendor Name: Wall
Contractors ,LLC

Vendor Name: XIT Paving
and Construction, Inc

Vendor Name: Xtreme
Sawing & Sealing Inc

Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
\$10,000.00	\$28,500.00	\$28,500.00	\$15,000.00	\$15,000.00	\$26,810.00	\$26,810.00
\$8,700.00	\$9,000.00	\$9,000.00	\$16,150.00	\$16,150.00	\$6,500.00	\$6,500.00
\$35,000.00	\$81.61	\$81,610.00	\$25.00	\$25,000.00	\$7.85	\$7,850.00
\$5,130.00	\$13.55	\$3,861.75	\$20.00	\$5,700.00	\$14.85	\$4,232.25
\$400.00	\$100.00	\$100.00	\$650.00	\$650.00	\$20.00	\$20.00
\$6,500.00	\$5,500.00	\$5,500.00	\$7,700.00	\$7,700.00	\$2,700.00	\$2,700.00
\$2,680.00	\$2.48	\$1,661.60	\$2.00	\$1,340.00	\$2.25	\$1,507.50
\$36,000.00	\$12.15	\$24,300.00	\$13.50	\$27,000.00	\$4.25	\$8,500.00
\$148,480.00	\$54.56	\$139,673.60	\$65.00	\$166,400.00	\$66.50	\$170,240.00
\$13,230.00	\$67.16	\$14,103.60	\$72.00	\$15,120.00	\$68.50	\$14,385.00
\$25,330.00	\$3.80	\$11,324.00	\$6.00	\$17,880.00	\$8.25	\$24,585.00
\$10,125.00	\$250.00	\$11,250.00	\$220.00	\$9,900.00	\$170.00	\$7,650.00
\$2,805.00	\$4.15	\$1,369.50	\$5.00	\$1,650.00	\$27.00	\$8,910.00
\$10,000.00	\$1,120.00	\$4,480.00	\$1,400.00	\$5,600.00	\$1,900.00	\$7,600.00
\$860.00	\$300.00	\$600.00	\$415.00	\$830.00	\$250.00	\$500.00
\$6,090.00	\$65.00	\$3,770.00	\$135.00	\$7,830.00	\$120.00	\$6,960.00
\$2,200.00	\$2,375.00	\$2,375.00	\$1,640.00	\$1,640.00	\$3,500.00	\$3,500.00
\$11,000.00	\$194.00	\$9,700.00	\$77.00	\$3,850.00	\$78.00	\$3,900.00
\$2,400.00	\$70.00	\$210.00	\$870.00	\$2,610.00	\$250.00	\$750.00

\$336,930.00

\$353,389.05

\$331,850.00

\$307,099.75



Bid Tab - 2021-4-74 Parking Lot Improvements For Spirit Park

Vendor Name: AXIS
Contracting, Inc.

Vendor Name: EarthCo

Vendor Name: Ed bell
Construction Company

Vendor Name: GRod
construction, LLC

Item #	Description	Unit of Measure	Estimate Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	MOBILIZATION	LS	1	\$37,184.00	\$37,184.00	\$29,870.12	\$29,870.12	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
2	MATERIALS TESTING	LS	1	\$8,000.00	\$8,000.00	\$5,314.00	\$5,314.00	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00
3	UNCLASSIFIED EXCAVATION	CY	1000	\$38.00	\$38,000.00	\$33.90	\$33,900.00	\$8.00	\$8,000.00	\$37.00	\$37,000.00
4	REMOVE CONCRETE PAVEMENT AND CURB	SY	285	\$16.00	\$4,560.00	\$37.40	\$10,659.00	\$20.00	\$5,700.00	\$19.00	\$5,415.00
5	REMOVE EXISTING BOLLARD	EA	1	\$100.00	\$100.00	\$821.25	\$821.25	\$180.00	\$180.00	\$200.00	\$200.00
6	REMOVE AND RELOCATE FIRE HYDRANT	EA	1	\$10,450.00	\$10,450.00	\$1,472.48	\$1,472.48	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00
7	SILT FENCE	LF	670	\$2.00	\$1,340.00	\$10.20	\$6,834.00	\$2.00	\$1,340.00	\$2.00	\$1,340.00
8	FURNISH AND INSTALL SOLID SODDING	SY	2000	\$8.00	\$16,000.00	\$7.72	\$15,440.00	\$5.75	\$11,500.00	\$6.00	\$12,000.00
9	CONCRETE PAVEMENT (6 IN) (3600 PSI)	SY	2560	\$70.00	\$179,200.00	\$47.64	\$121,958.40	\$70.00	\$179,200.00	\$56.00	\$143,360.00
10	CONCRETE PEDESTRIAN PAVEMENT (6 IN) (3600 PSI)	SY	210	\$60.00	\$12,600.00	\$60.37	\$12,677.70	\$110.00	\$23,100.00	\$60.00	\$12,600.00
11	LIME STABILIZED SUBGRADE (6 IN)	SY	2980	\$5.00	\$14,900.00	\$5.08	\$15,138.40	\$4.00	\$11,920.00	\$11.50	\$34,270.00
12	HYDRATED LIME	TON	45	\$216.00	\$9,720.00	\$250.47	\$11,271.15	\$180.00	\$8,100.00	\$200.00	\$9,000.00
13	6" CONCRETE CURB	LF	330	\$4.00	\$1,320.00	\$36.64	\$12,091.20	\$5.00	\$1,650.00	\$6.00	\$1,980.00
14	BARRIER FREE RAMP	EA	4	\$1,600.00	\$6,400.00	\$2,578.63	\$10,314.52	\$3,000.00	\$12,000.00	\$1,600.00	\$6,400.00
15	HANDICAP PARKING SIGN	EA	2	\$413.00	\$826.00	\$223.63	\$447.26	\$400.00	\$800.00	\$500.00	\$1,000.00
16	WHEEL STOP	EA	58	\$132.00	\$7,656.00	\$80.33	\$4,659.14	\$133.00	\$7,714.00	\$97.00	\$5,626.00
17	PAVEMENT STRIPING (PARKING, FIRE LANE, CROSSWALKS)	LS	1	\$1,639.00	\$1,639.00	\$2,058.82	\$2,058.82	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00
18	INSTALL 6" AWWA C-900 DR-18 PVC WATER PIPE, BY OPEN CUT	LF	50	\$220.00	\$11,000.00	\$74.85	\$3,742.50	\$125.00	\$6,250.00	\$83.00	\$4,150.00
19	ADJUST WATER VALVE COVER	EA	3	\$1,925.00	\$5,775.00	\$75.91	\$227.73	\$335.00	\$1,005.00	\$850.00	\$2,550.00

Total Amount

\$366,670.00

\$298,897.67

\$316,959.00

\$304,491.00

Vendor Name: Home Run Construction LLC		Vendor Name: HQS Construction		Vendor Name: New world Contracting, LLC		Vendor Name: North Rock Construction LLC		Vendor Name: Pavecon public works		Vendor Name: Quick Set Concrete Inc		Vendor Name: Reliable Paving, Inc		Vendor I
														nfracon
Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price
\$28,695.00	\$28,695.00	\$37,500.00	\$37,500.00	\$10,000.00	\$10,000.00	\$25,386.35	\$25,386.35	\$87,080.82	\$87,080.82	\$20,000.00	\$20,000.00	\$26,500.00	\$26,500.00	\$10,000.00
\$7,558.00	\$7,558.00	\$5,000.00	\$5,000.00	\$6,120.00	\$6,120.00	\$5,301.22	\$5,301.22	\$6,629.68	\$6,629.68	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00	\$8,700.00
\$23.83	\$23,830.00	\$20.00	\$20,000.00	\$29.00	\$29,000.00	\$27.48	\$27,480.00	\$24.53	\$24,530.00	\$35.00	\$35,000.00	\$30.00	\$30,000.00	\$35.00
\$34.00	\$9,690.00	\$21.00	\$5,985.00	\$7.00	\$1,995.00	\$9.49	\$2,704.65	\$23.88	\$6,805.80	\$32.00	\$9,120.00	\$19.00	\$5,415.00	\$18.00
\$270.00	\$270.00	\$100.00	\$100.00	\$303.00	\$303.00	\$767.18	\$767.18	\$509.98	\$509.98	\$250.00	\$250.00	\$100.00	\$100.00	\$400.00
\$5,940.00	\$5,940.00	\$5,000.00	\$5,000.00	\$5,508.00	\$5,508.00	\$5,421.90	\$5,421.90	\$5,666.38	\$5,666.38	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00	\$6,500.00
\$6.71	\$4,495.70	\$2.00	\$1,340.00	\$2.00	\$1,340.00	\$4.34	\$2,907.80	\$2.27	\$1,520.90	\$3.00	\$2,010.00	\$6.00	\$4,020.00	\$4.00
\$8.78	\$17,560.00	\$8.50	\$17,000.00	\$5.00	\$10,000.00	\$5.60	\$11,200.00	\$7.93	\$15,860.00	\$12.42	\$24,840.00	\$13.00	\$26,000.00	\$18.00
\$64.36	\$164,761.60	\$72.00	\$184,320.00	\$61.00	\$156,160.00	\$49.93	\$127,820.80	\$59.57	\$152,499.20	\$69.75	\$178,560.00	\$54.50	\$139,520.00	\$58.00
\$63.63	\$13,362.30	\$72.00	\$15,120.00	\$64.00	\$13,440.00	\$49.37	\$10,367.70	\$59.57	\$12,509.70	\$67.50	\$14,175.00	\$87.00	\$18,270.00	\$63.00
\$3.89	\$11,592.20	\$8.00	\$23,840.00	\$6.00	\$17,880.00	\$3.61	\$10,757.80	\$6.40	\$19,072.00	\$20.25	\$60,345.00	\$7.60	\$22,648.00	\$8.50
\$238.25	\$10,721.25	\$180.00	\$8,100.00	\$208.00	\$9,360.00	\$200.55	\$9,024.75	\$187.70	\$8,446.50	\$165.00	\$7,425.00	\$205.00	\$9,225.00	\$225.00
\$32.50	\$10,725.00	\$6.80	\$2,244.00	\$4.00	\$1,320.00	\$21.60	\$7,128.00	\$2.83	\$933.90	\$13.75	\$4,537.50	\$4.00	\$1,320.00	\$8.50
\$2,920.00	\$11,680.00	\$1,250.00	\$5,000.00	\$2,203.00	\$8,812.00	\$1,377.54	\$5,510.16	\$3,003.19	\$12,012.76	\$2,500.00	\$10,000.00	\$2,550.00	\$10,200.00	\$2,500.00
\$189.00	\$378.00	\$550.00	\$1,100.00	\$428.00	\$856.00	\$408.10	\$816.20	\$453.32	\$906.64	\$500.00	\$1,000.00	\$450.00	\$900.00	\$430.00
\$54.00	\$3,132.00	\$75.00	\$4,350.00	\$104.00	\$6,032.00	\$99.11	\$5,748.38	\$96.33	\$5,587.14	\$70.00	\$4,060.00	\$144.00	\$8,352.00	\$105.00
\$1,619.00	\$1,619.00	\$7,500.00	\$7,500.00	\$2,173.00	\$2,173.00	\$2,069.65	\$2,069.65	\$2,209.89	\$2,209.89	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,200.00
\$43.20	\$2,160.00	\$100.00	\$5,000.00	\$122.00	\$6,100.00	\$87.45	\$4,372.50	\$470.31	\$23,515.50	\$50.00	\$2,500.00	\$77.00	\$3,850.00	\$220.00
\$540.00	\$1,620.00	\$500.00	\$1,500.00	\$551.00	\$1,653.00	\$408.10	\$1,224.30	\$311.65	\$934.95	\$375.00	\$1,125.00	\$360.00	\$1,080.00	\$800.00
\$329,790.05		\$349,999.00		\$288,052.00		\$266,009.34		\$387,231.74		\$384,447.50		\$318,200.00		

Name: Urban
struction LLC

Vendor Name: Wall
Contractors ,LLC

Vendor Name: XIT Paving
and Construction, Inc

Vendor Name: Xtreme
Sawing & Sealing Inc

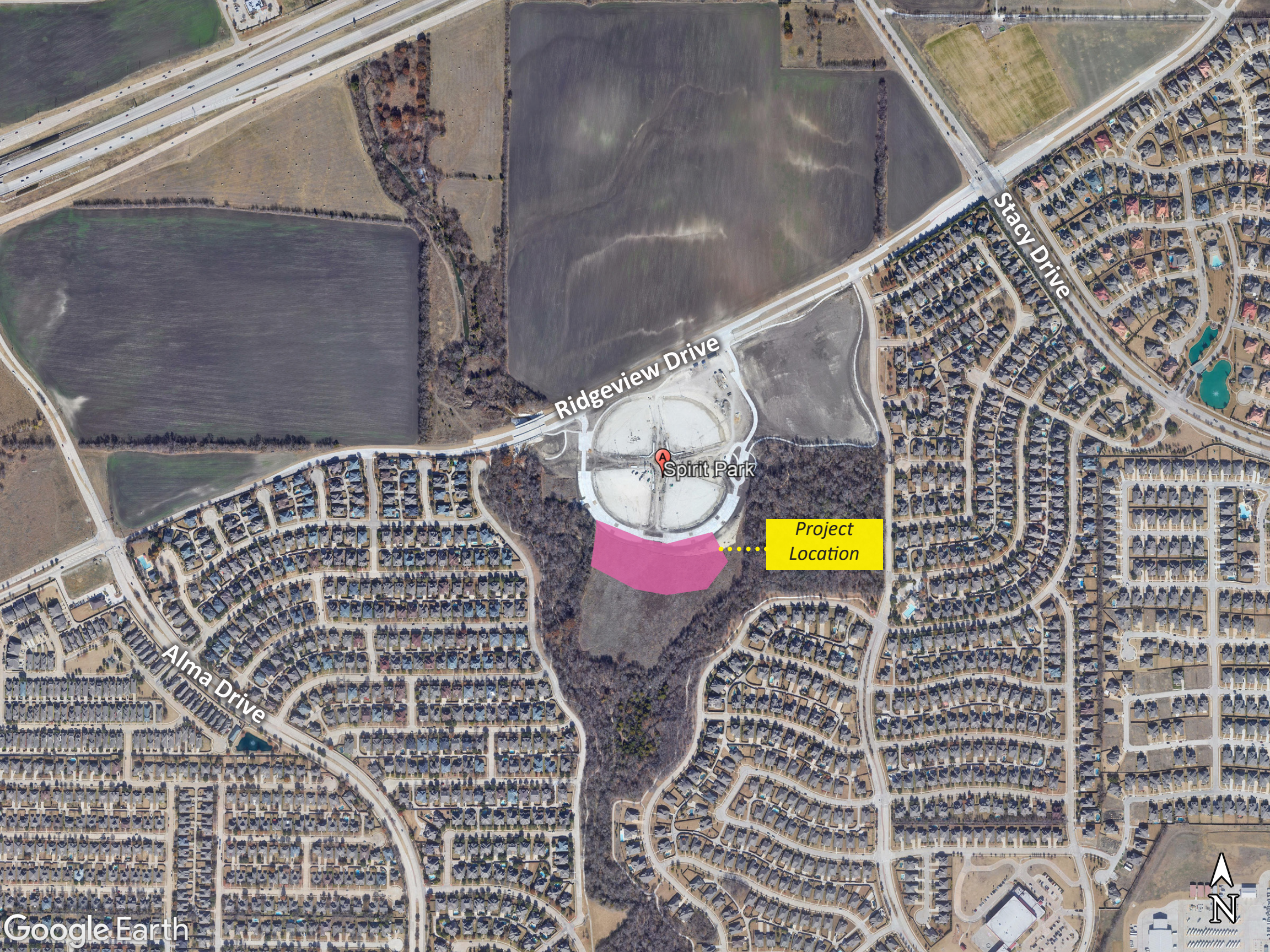
Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
\$10,000.00	\$28,500.00	\$28,500.00	\$15,000.00	\$15,000.00	\$26,810.00	\$26,810.00
\$8,700.00	\$9,000.00	\$9,000.00	\$16,150.00	\$16,150.00	\$6,500.00	\$6,500.00
\$35,000.00	\$81.61	\$81,610.00	\$25.00	\$25,000.00	\$7.85	\$7,850.00
\$5,130.00	\$13.55	\$3,861.75	\$20.00	\$5,700.00	\$14.85	\$4,232.25
\$400.00	\$100.00	\$100.00	\$650.00	\$650.00	\$20.00	\$20.00
\$6,500.00	\$5,500.00	\$5,500.00	\$7,700.00	\$7,700.00	\$2,700.00	\$2,700.00
\$2,680.00	\$2.48	\$1,661.60	\$2.00	\$1,340.00	\$2.25	\$1,507.50
\$36,000.00	\$12.15	\$24,300.00	\$13.50	\$27,000.00	\$4.25	\$8,500.00
\$148,480.00	\$54.56	\$139,673.60	\$65.00	\$166,400.00	\$66.50	\$170,240.00
\$13,230.00	\$67.16	\$14,103.60	\$72.00	\$15,120.00	\$68.50	\$14,385.00
\$25,330.00	\$3.80	\$11,324.00	\$6.00	\$17,880.00	\$8.25	\$24,585.00
\$10,125.00	\$250.00	\$11,250.00	\$220.00	\$9,900.00	\$170.00	\$7,650.00
\$2,805.00	\$4.15	\$1,369.50	\$5.00	\$1,650.00	\$27.00	\$8,910.00
\$10,000.00	\$1,120.00	\$4,480.00	\$1,400.00	\$5,600.00	\$1,900.00	\$7,600.00
\$860.00	\$300.00	\$600.00	\$415.00	\$830.00	\$250.00	\$500.00
\$6,090.00	\$65.00	\$3,770.00	\$135.00	\$7,830.00	\$120.00	\$6,960.00
\$2,200.00	\$2,375.00	\$2,375.00	\$1,640.00	\$1,640.00	\$3,500.00	\$3,500.00
\$11,000.00	\$194.00	\$9,700.00	\$77.00	\$3,850.00	\$78.00	\$3,900.00
\$2,400.00	\$70.00	\$210.00	\$870.00	\$2,610.00	\$250.00	\$750.00

\$336,930.00

\$353,389.05

\$331,850.00

\$307,099.75



Ridgeview Drive

Stacy Drive

Spirit Park

Project
Location

Alma Drive



CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	August 10, 2021
SUBJECT:	Authorize the City Manager to Execute a Professional Services Agreement with Alliance Geotechnical Group, Inc., for Professional Testing and Special Inspection Services for the Stephen G. Terrell Recreation Center in the Amount of \$355,760.
STAFF RESOURCE:	Kate Meacham, Parks and Recreation Director Brian Bristow, Parks and Recreation Assistant Director
PREVIOUS COUNCIL ACTION:	On June 8, 2021, City Council Authorized the City Manager to Execute a Contract with AP Gulf States, Inc., dba Adolfson & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of \$40,406,500.
ACTION PROPOSED:	Authorize the City Manager to Execute a Professional Services Agreement with Alliance Geotechnical Group, Inc., for Professional Testing and Special Inspection Services for the Stephen G. Terrell Recreation Center in the Amount of \$355,760.

BACKGROUND

The Stephen G. Terrell Recreation Center project is a very large and complex undertaking with the involvement of many trades, each undertaking one or more type of construction. It is customary on a facility project to involve 3rd party testing and inspection services throughout the duration of construction. These tasks are highly specialized and performed under the supervision of a Texas professional engineer and include sampling, testing, inspecting and reporting on materials, fabrication, assembly and construction. In this way the City of Allen can have the assurance that the final, complete project meets the intent of design specifications, construction and performance standards, and City of Allen codes as well as engineering, community development, building and code and parks and recreation staff expectations for project quality control.

In October 2018, a total of 85 vendors submitted a Statement of Qualifications for ten various Professional Services. Qualified firms were considered for a maximum of two categories. All proposals submitted were evaluated based on Firm Experience, Firm Description and Services, and References. Six City of Allen professionals of various backgrounds represented the evaluation committee. Our goal was to determine the vendors ability to provide the best combination of experience, capability, quality, and services. Based on review of these specific rating criteria, the evaluation committee has selected Alliance Geotechnical Group, Inc. for Materials Testing Inspections and Special Inspections. Their geotechnical report dated April 30, 2020 formed the basis for civil and structural engineering design decision-making during the entirety of the project design phase.

In early 2021, AGG's relevant prior experience with City of Allen projects and specifically the SGTRC site, led to their selection to provide construction phase testing, inspection and special inspection professional services. Special Inspections are in addition to other inspections listed in construction documents, as well as those conducted by city staff. Special inspections are the inspection of specific aspects of construction, primarily of the construction of the building. The role of the Special Inspector involves:

- Verify that items detailed in the construction plans and specifications were built according to such.
- Prepare, sign and furnish inspection reports to the Chief Building Official and Architect.
- Notify the City and General Contractor of discrepancies between the work and the governing construction documents.
- Verify that off-site shop fabrication of structural load-bearing components and assemblies maintain detailed fabrication and quality control procedures.
- A full outline of their services for this project is found in their detailed Proposal-Scope of Work

It should be noted that during certain portions of the construction, Alliance will be required to assign a person full-time on the project site, because of the intensity of the work, e.g., large concrete delivery and placement durations. Throughout the duration of the project Alliance will conduct over 530 site visits allocated per their contract.

BUDGETARY IMPACT

The Testing, Inspection and Special Inspection services are funded in the Stephen G. Terrell Recreation Center project budget. The overall project budget allows for \$1,200,000 and \$350,000 for "other Consultation and Testing" and these services are covered in this budget category.

Industry standards have traditionally held that budgets for these services usually fall within a range of .5% to 1% of building value, and the proposed fee is within that range. The fee was reviewed by BRS Architecture and found to be reasonable given amount of sampling, testing, inspections and special inspections to be performed, as well as the size and complexity of the project. Particularly noteworthy is the quantity of concrete that is called for in the building piers, 150,000 square foot slab, tilt-up concrete wall panels, parking and fire lane paving, pedestrian paving, trails, and construction modifications on Exchange Parkway.

As a reminder, on June 8, 2021, the City Council awarded a contract for construction to AP Gulf States, Inc., dba Adolfsen & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of \$40,406,500, well under the projected budget of \$42,250,000 identified in the second chart below. For your reference a full listing of the funding sources as well as a project budget is listed below.

Funding Sources as follows:

2007 General Obligation Bonds (Park development)	\$ 1,063,000
2016 General Obligation Bonds	\$ 16,000,000
CDC Certificates of Obligation	\$ 25,000,000
CDC Restricted Fund Balance	\$ 10,000,000
Allen Sports Association	\$ 3,000,000
Other 4(b) project revenues (Trail Funds)	\$ 66,000
Trail Design Grant (County)	\$ 31,177
TOTAL	\$ 55,160,177

Tonight, the City Council is being asked to approve a 3rd party material testing and inspection contract in the amount of \$355,760, well within the budgeted amount of \$1,200,000 and \$350,000 identified below. As the project continue to move forward, additional items will be brought to City Council for approval throughout the

project, which fall into the specific categories below. Furniture, fitness equipment, playground equipment, security cameras and audio/video are just a few of these examples. These items were not included in the general contract to leverage the most efficient and cost-effective means of acquisition.

Architectural Design	\$ 3,960,177
Other Consulting (Inspections)	\$ 1,200,000
Construction	\$ 42,250,000
Contingency 5%	\$ 2,200,000
Testing/Misc.	\$ 350,000
Fitness Equipment	\$ 1,200,000
Indoor Playground	\$ 1,500,000
Furniture, Fixtures and Equip	\$ 2,000,000
Tech/AV	\$ 500,000
TOTAL	\$ 55,160,177

STAFF RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Execute a Professional Services Agreement with Alliance Geotechnical Group, Inc., for Professional Testing and Special Inspection Services for the Stephen G. Terrell Recreation Center in the Amount of \$355,760.

MOTION

I Make a Motion to Authorize the City Manager to Execute a Professional Services Agreement with Alliance Geotechnical Group, Inc., for Professional Testing and Special Inspection Services for the Stephen G. Terrell Recreation Center in the Amount of \$355,760.

ATTACHMENTS:

Professional Services Agreement
Proposal-Scope of Work

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Alliance Geotechnical Group, Inc,
a Texas Corporation (Professional") (each a "Party"
and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Testing and Special Inspection Services for the Stephen G. Terrell Recreation Center
(the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a

licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the

Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from

time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public

property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Professional:

Attn: Robert P. Nance, President
Alliance Geotechnical Group, Inc
3228 Halifax Street
Dallas, Texas 75247
972-444-8889 - telephone
972-444-8893 - fax

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and Employers Liability covering all of Professional's

employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; (iv) Professional Liability with policy limit of not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such Professional Liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services; and (v) Excess Liability insurance with a limit of not less than \$2,000,000.00. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement shall be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such

counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 202__.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 20 day of July, 202¹.

ALLIANCE GEOTECHNICAL GROUP, INC

By: _____
Name: Robert P. Nance
Title: President

**SCOPE OF SERVICES
(TO BE ATTACHED)**



GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

Proposal/Scope of Work

July 30, 2021

E. Brian Bristow, RLA, RAS, LI – Assistant Director
City of Allen Parks & Recreation Department
Phone: (214) 509-4700
Email: bbristow@cityofallen.org

Re: Stephen G. Terrell Recreation Center
Allen, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P21-0415CR2

Dear Mr. Bristow:

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. We understand that we have been selected based on the Professional Services Procurement Act. A schedule of unit fees for this project is attached. Actual charges will be based on the contractors/client scheduling.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (214) 618-4100. If acceptable, please issue a City of Allen Purchase Order and/or Contract, and return to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,
ALLIANCE GEOTECHNICAL GROUP

A handwritten signature in blue ink, appearing to read 'Doug Land', is written over a light blue horizontal line.

Douglas S. Land, P.E.
Branch Manager

SCHEDULE OF FEES						
FOR						
CONSTRUCTION MATERIALS ENGINEERING & TESTING						
STEPHEN G. TERRELL RECREATION CENTER		ALLEN, TX		AGG PROPOSAL NO.: P21-0415CR3		
DESCRIPTION OF SERVICES		QNTY		UNIT FEE	UNIT	FEE
A. LIME & SIDEWALK SUBGRADE, & RW TESTING & INSPECTION						
•	Moisture/Density Relationship of Soils (ASTM D-698)	25	@	\$170.00	each	\$4,250.00
•	Moisture/Density Relationship of Soils (ASTM D-1557)		@	\$205.00	each	\$0.00
•	Percent Finer than #200 Seive	25	@	\$45.00	each	\$1,125.00
•	Atterberg Limits	25	@	\$60.00	each	\$1,500.00
•	R. Wall Select Fill PI Verification (min. 1 per 100lf/ lift)	35	@	\$60.00	each	\$2,100.00
•	In-Place Density Test* (ASTM D6938)	150	@	\$16.00	each	\$2,400.00
•	Lime Gradations (1 per 5,000 sf)	55	@	\$16.00	each	\$880.00
•	Lime Depth Checks (1 per 5,000 sf)	55	@	\$16.00	each	\$880.00
•	Sr. Engineering Tech to perform testing	270	@	\$49.00	hour	\$13,230.00
•	Sr. Engineering Tech Overtime to perform testing		@	\$73.50	hour	\$0.00
•	Geotechnical Project Manager	25	@	\$95.00	hour	\$2,375.00
•	Project Manager	32	@	\$85.00	hour	\$2,720.00
•	Vehicle Charge	58	@	\$45.00	trip	\$2,610.00
Sub-Total						\$34,070.00
B. PIER INSPECTION & TESTING						
•	Full Time Eng. Technician for Pier Observations	480	@	\$49.00	hour	\$23,520.00
•	Full Time Eng. Technician for Pier Observations(over time)	240	@	\$73.50	hour	\$17,640.00
•	Concrete Test Cylinders (5 cyl. per set)	300	@	\$18.00	each	\$5,400.00
•	Geotechnical Project Manager	24	@	\$95.00	hour	\$2,280.00
•	Project Manager	57	@	\$85.00	hour	\$4,845.00
•	Vehicle Charge	60	@	\$45.00	trip	\$2,700.00
Sub-Total						\$56,385.00
C. UTILITY BACKFILL TESTING & INSPECTION						
•	Moisture/Density Relationship of Soils (ASTM D-698)	6	@	\$170.00	each	\$1,020.00
•	Moisture/Density Relationship of Soils (ASTM D-1557)		@	\$205.00	each	\$0.00
•	Atterberg Limits	6	@	\$60.00	each	\$360.00
•	Percent Finer than #200 Seive	6	@	\$45.00	each	\$270.00
•	In-Place Density Test* (ASTM D6938) (1 per 300 lf/lift)	95	@	\$16.00	each	\$1,520.00
•	Concrete Test Cylinders (5 cyl. per set)	60	@	\$18.00	each	\$1,080.00
•	Concrete Cylinder Pick-Up	6	@	\$165.00	each	\$990.00
•	Sr. Engineering Tech to perform testing	140	@	\$49.00	hour	\$6,860.00
•	Sr. Engineering Tech Overtime to perform testing		@	\$73.50	hour	\$0.00
•	Project Manager	13	@	\$85.00	hour	\$1,105.00
•	Vehicle Charge	27	@	\$45.00	trip	\$1,215.00
Sub-Total						\$14,420.00

SCHEDULE OF FEES					
FOR					
CONSTRUCTION MATERIALS ENGINEERING & TESTING					
STEPHEN G. TERRELL RECREATION CENTER ALLEN, TX AGG PROPOSAL NO.: P21-0415CR3					
DESCRIPTION OF SERVICES	QNTY	UNIT FEE	UNIT	FEE	
D. CONCRETE, REINFORCING STEEL, INSPECTION & TESTING					
• Concrete Mix Design Review(as needed)	@	\$185.00	each	\$0.00	
• Concrete/Reinforcing Steel Inspection & Testing	1905 @	\$49.00	hour	\$93,345.00	
• Concrete/Reinforcing Steel Overtime	200 @	\$73.50	hour	\$14,700.00	
• Concrete Test Cylinder-Structura/Paving (5 cyls/set)	1955 @	\$18.00	each	\$35,190.00	
• Concrete Cylinder Pick-Up	95 @	\$165.00	each	\$15,675.00	
• Concrete Core Depth Checks	10 @	\$85.00	each	\$850.00	
• Project Manager	150 @	\$85.00	hour	\$12,750.00	
• Building Compliance Letter by Professional Engineer	8 @	\$110.00	hour	\$880.00	
• Vehicle Charge	326 @	\$45.00	trip	\$14,670.00	
			Sub-Total	\$188,060.00	
E. MASONRY INSPECTION & TESTING					
• Mortar Cubes (6 per set)	120 @	\$18.00	each	\$2,160.00	
• Masonry Prisms (as needed)	@	\$185.00	each	\$0.00	
• Grout Test Prisms (6-prisms per set)	120 @	\$22.00	each	\$2,640.00	
• Masonry Inspection	100 @	\$49.00	hour	\$4,900.00	
• Masonry Inspection Overtime	@	\$73.50	hour	\$0.00	
• Masonry Sample Pick-Up	3 @	\$165.00	each	\$495.00	
• Project Manager	4 @	\$85.00	hour	\$340.00	
• Vehicle Charge	20 @	\$45.00	trip	\$900.00	
			Sub-Total	\$11,435.00	
F. STRUCTURAL STEEL - FIELD INSPECTION					
• Field Inspection by CWI (5 hour min/trip)	360 @	\$85.00	hour	\$30,600.00	
• Material fee for Ultrasonic Testing	@	\$35.00	test	\$0.00	
• Project Manager	36 @	\$85.00	hour	\$3,060.00	
• Vehicle Charge	60 @	\$45.00	trip	\$2,700.00	
			Sub-Total	\$36,360.00	
G. FLOOR FLATNESS TESTING					
• Floor Flatness (5 hour minimum)	104 @	\$125.00	hour	\$13,000.00	
• Project Manager	17 @	\$85.00	hour	\$1,445.00	
• Vehicle Charge	13 @	\$45.00	trip	\$585.00	
			Sub-Total	\$15,030.00	
ESTIMATED TOTAL:				\$355,760.00	

SCHEDULE OF FEES

FOR

CONSTRUCTION MATERIALS ENGINEERING & TESTING

STEPHEN G. TERRELL RECREATION CENTER ALLEN, TX AGG PROPOSAL NO.: P21-0415CR3

DESCRIPTION OF SERVICES	QNTY	UNIT FEE	UNIT	FEE
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NOTES:

1. Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time **before 7:00 a.m. or after 5:00 p.m.** Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All services will be billed at a 4-hour minimum unless noted otherwise.
3. All field testing will be billed portal to portal.
4. Any additional tests will be billed on an hourly rate and charged at the applicable rate, portal-to-portal.
5. Additional test not specified in this proposal will be quoted upon request.
6. Any technician stand-by, non-readiness charges, and/or trips or re-test of the failing test will be billed using the unit rates shown above.
7. Hours will be billed to the nearest whole hour.
8. The above estimate was based on the following schedule ASSUMPTIONS and a preliminary schedule provided by the client:
 - * Drilled observation & concrete testing - 60 estimated full time site visits (12 hrs/trip)
 - * Pier caps reinforcing steel inspection & concrete testing - 60 estimated site visits
 - * Grade beams reinforcing steel inspection & concrete testing - 50 estimated site visits
 - * Floor slab reinforcing steel inspection & concrete testing - 30 estimated site visits
 - * Tilt wall panels reinforcing steel inspection & concrete testing - 60 estimated site visits
 - * Mezzanine slabs reinforcing steel inspection & concrete testing - 30 estimated site visits
 - * CMU walls observation & testing - 20 estimated site visits
 - * Structural steel inspection - 40 estimated site visits
 - * Geotechnical engineer to verify bearing capacity for site retaining walls - 5 estimated site visits
 - * Site retaining wall footing and backfill testing - 11 estimated site visits
 - * Site retaining wall footing rebar inspection & concrete testing - 8 estimated site visits
 - * Site retaining wall rebar inspection & concrete testing - 6 estimated site visits
 - * Lime subgrade testing for pavement - 22 estimated site visits
 - * Sidewalk/trail subgrade testing 20 estimated site visits
 - * Concrete testing for sidewalks/trails - 55 estimated site visits
 - * Concrete pavement testing - 25 estimated site visits
 - * Concrete testing for inlets/manholes - 12 estimated site visits
 - * Utility backfill testing - 15 estimated site visits
 - * Coring fire lanes for depth verification - 2 estimated site visits
 - * Floor flatness testing - 15 estimated site visits

Note 1: The above fees do not include testing and inspection for spray applied fire proofing. These services can be quoted upon request.

Note 2: The above fees are estimates only. Actual charges will be based on contractor scheduling and actual quantities during construction.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

August 10, 2021

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Community Facilities and to Adopt Development Regulations, Concept Plan and Sign Elevations on Lot 1R, Block A, Ridgeview Memorial Park; Generally Located at the Southwestern Corner of the Intersection of Ridgeview Drive and U.S. Highway 75. [Turrentine Jackson Morrow]

STAFF RESOURCE:

Marc Kurbansade, Director of Community Development

BOARD / COMMISSION ACTION:

On July 20, 2021, the Planning and Zoning Commission voted 5 in favor (Commissioners Trahan, Metevier, Burkhardt, Ogrizovich, Smiddy), and 0 opposed to recommend approval of the request.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Community Facilities and to Adopt Development Regulations, Concept Plan and Sign Elevations on Lot 1R, Block A, Ridgeview Memorial Park; Generally Located at the Southwestern Corner of the Intersection of Ridgeview Drive and U.S. Highway 75. [Turrentine Jackson Morrow]

BACKGROUND

The subject property is located on the southwestern corner of the intersection of Ridgeview Drive and U.S. Highway 75. The property to the north (across Ridgeview Drive) is zoned Planned Development No. 139 with a base zoning of Mixed Use. The properties to the east (across U.S. Highway 75) are in the Town of Fairview. The property to the south and west is zoned Community Facilities (CF).

The applicant is requesting to establish a Planned Development District and adopt a concept plan and sign elevations to allow for three monument signs along the property's U.S. Highway 75 frontage. The subject property is currently zoned CF. The Allen Land Development Code (ALDC) allows a maximum of two monument signs per street frontage either attached to a screening wall or freestanding for institutional districts, which includes the CF base zoning.

The property currently has three existing monument signs that were constructed along its U.S. Highway 75 frontage--two at the northern entrance and one at the southern entrance. The applicant is proposing to relocate one of the existing monument signs along with a portion of the property's screen wall at the northern entrance of the site. The relocation of the existing monument sign and screen wall has been prompted by the widening of

Ridgeview Drive overpass by Texas Department of Transportation. There are no proposed additional changes to the site or the exterior of the building.

Staff has reviewed the Planned Development request.

On July 20, 2021, the Planning and Zoning Commission voted to recommend approval of this request.

LEGAL NOTICES

Public Hearing Sign - July 9, 2021

Property Owner Notices - July 9, 2021

Newspaper Notice - July 22, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to establish Planned Development No. 144 with a base zoning of Community Facilities and to adopt a Concept Plan and Sign Elevations for Lot 1R, Block A, Ridgeview Memorial Park.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes for the July 20, 2021 Planning and Zoning Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 1R, BLOCK A, RIDGEVIEW MEMORIAL PARK, FROM COMMUNITY FACILITIES (CF) TO PLANNED DEVELOPMENT NO. 144 (PD-144) FOR COMMUNITY FACILITIES USES; ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, AND SIGN ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Allen, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as amended, is hereby further amended by changing the zoning regulations relating to the development and use of Lot 1R, Block A, Ridgeview Memorial Park, City of Allen, Collin County, Texas, herein by reference (the "Property") from Community Facilities (CF) to Planned Development No. 144 (PD-144) for Community Facilities (CF) uses in accordance with and subject to Section 2 of this ordinance.

SECTION 2. The Property shall be developed and used in accordance with the provisions of the Allen Land Development Code, as amended, (the "ALDC") applicable to the use and development of property within a Community Facilities (CF) Zoning District; provided, however, notwithstanding Section 7.09 et. seq. of the ALDC, the signs installed or constructed on the Property may be installed and/or constructed in compliance with the design, locations, and maximum dimensions set forth in Exhibits "A" and "B," respectively, attached hereto and incorporated herein by reference (the "Concept Plan" and "Sign Elevations," respectively).

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF AUGUST 2021.

APPROVED:

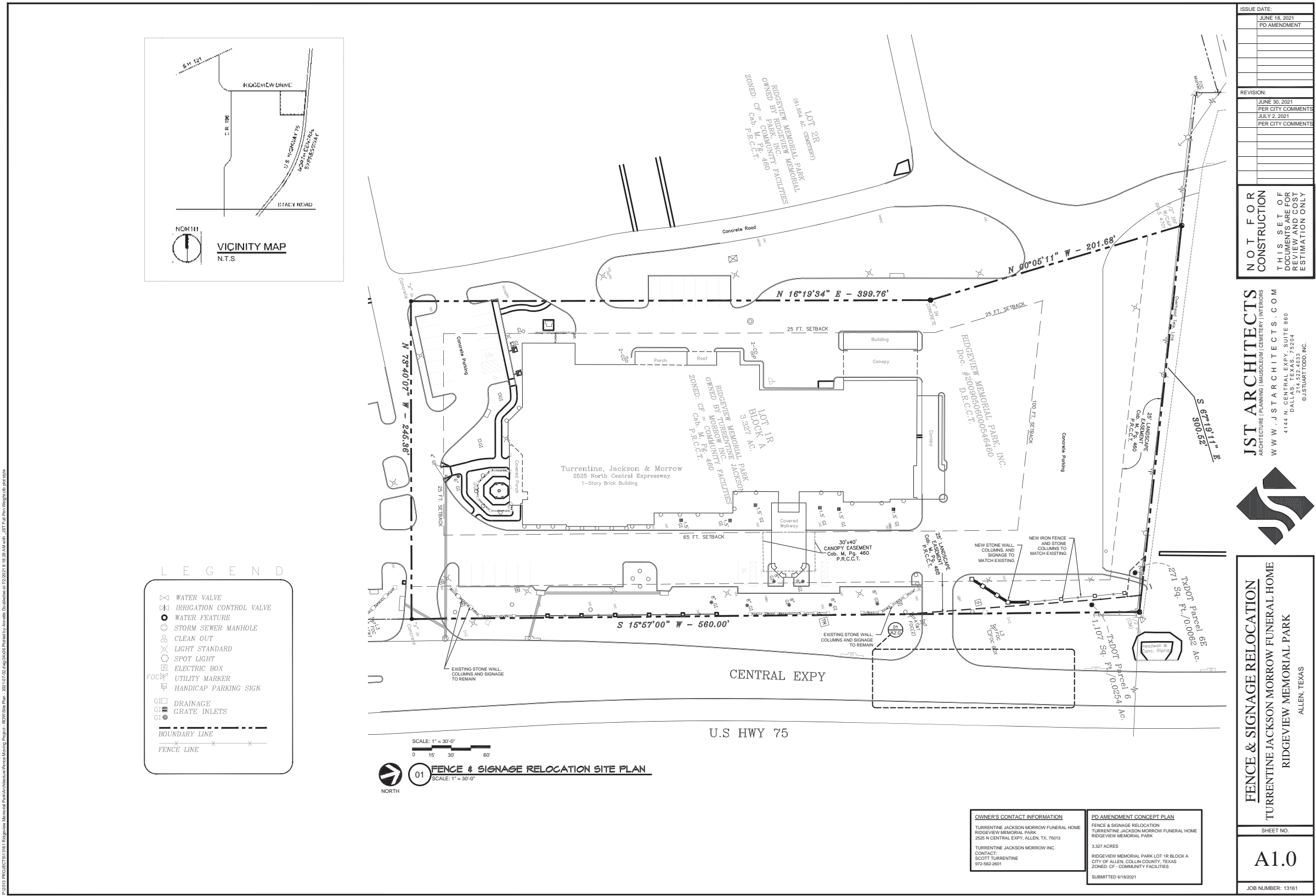
Kenneth M. Fulk, MAYOR

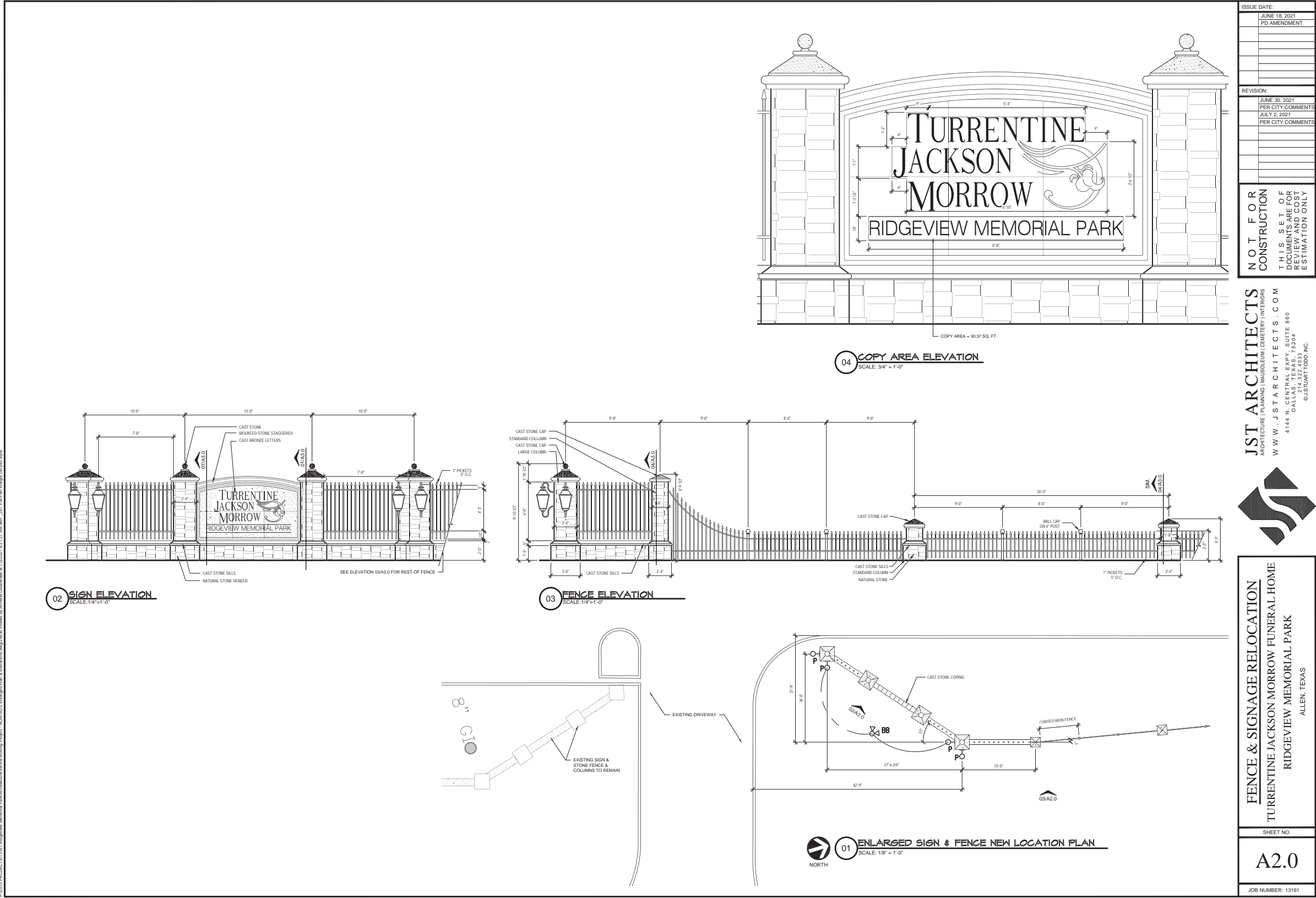
APPROVED AS TO FORM:

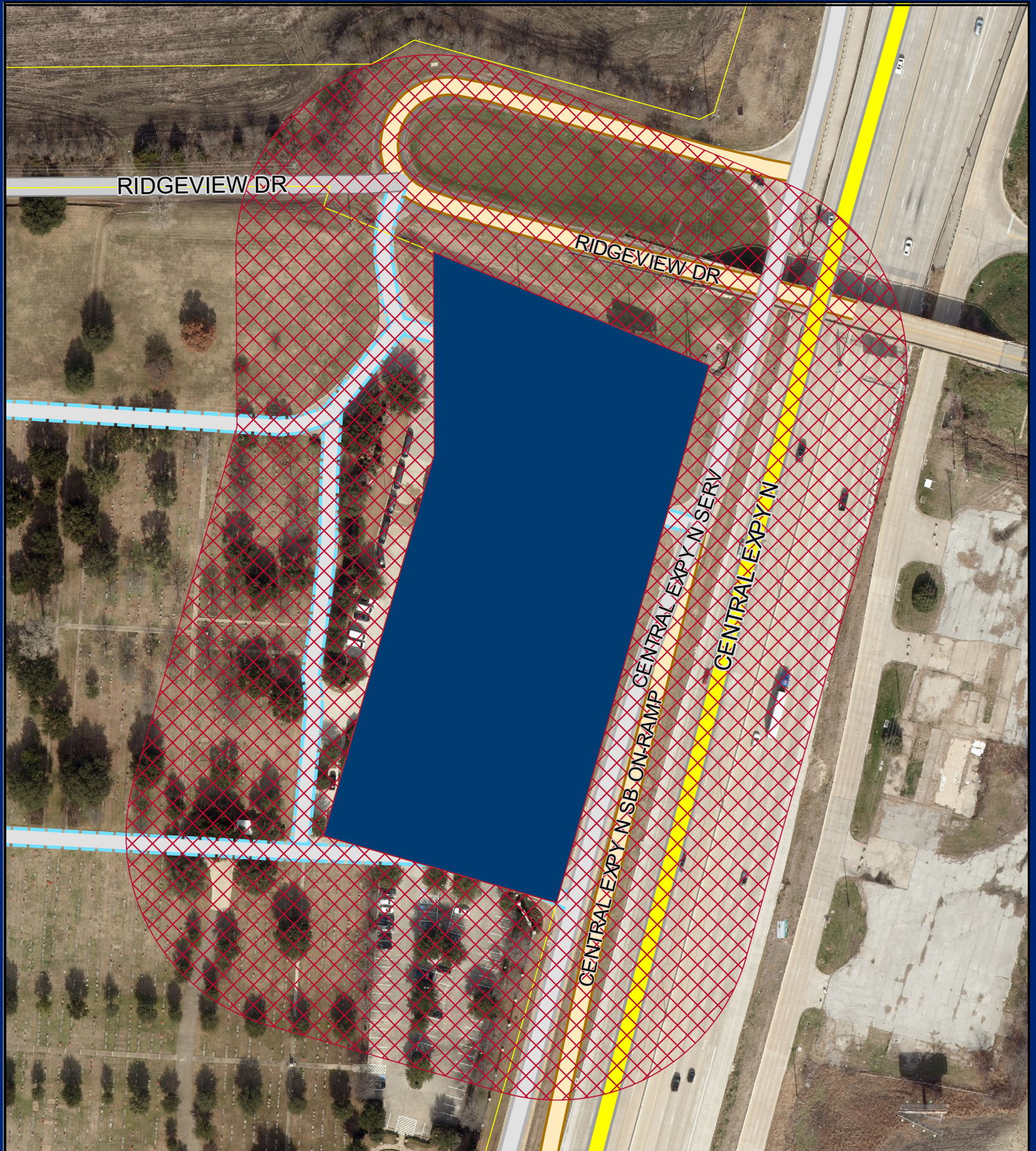
ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:7/6/21:123394)

Shelley B. George, TRMC, CITY SECRETARY










Location Map
Turentine Jackson Morrow
Funeral Home
2525 Central Expy. N.

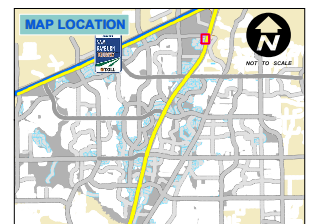
Map Legend

-  200 FT Buffer
-  Property
-  CollinCAD Parcels



Community Development - Planning
 Date Saved: 6/2/2021

NOTE: This map is only for illustration purpose only, please contact the City of Allen Planning & Development Department for specific rules and regulations.



July 20, 2021 Planning and Zoning Commission Meeting Minutes

Public Hearing - Conduct a Public Hearing and Consider a Request to Establish a Planned Development Zoning District with a Base Zoning of Community Facilities and to Adopt Development Regulations, Concept Plan, and Sign Elevations on Lot 1R, Block A, Ridgeview Memorial Park; Generally Located at the Southwestern Corner of the Intersection of Ridgeview Drive and U.S. Highway 75. (ZN-061821-0007) [Turrentine Jackson Morrow].

Ms. Russell, Planner, presented the item to the Commission.

Ms. Russell noted that staff is in support of the agenda item.

Kris Kearney, Applicant, 1700 Redbud Blvd. Suite 300, McKinney, TX 75069, gave a brief description of the item.

Chair Trahan opened the public hearing.

With no one speaking, Chair Trahan closed the public hearing.

Motion: Upon a motion by Commissioner Burkhardt, and a second by Commissioner Ogrizovich, the Commission voted 5 IN FAVOR, and 0 OPPOSED to recommend approval of the request to change the zoning from Community Facilities (CF) to a Planned Development zoning district with a base zoning of CF and to adopt a Concept Plan and Sign Elevations for Lot 1R, Block A, Ridgeview Memorial Park, as presented.

The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 2nd Vice-Chair
John Ogrizovich
Michael Smiddy
Jeff Burkhardt

Commissioners Absent:

Stephen Platt, Jr., 1st Vice-Chair
Elias Shaikh

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

August 10, 2021

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 55 with a Base Zoning of Commercial/Office for Lot 3R-2, Block A, Millennium Office Park By Amending the Regulations Pertaining to Temporary Events; Generally Located at the Northeastern Corner of the Intersection of Watters Creek Boulevard and Bethany Drive. [Marriott - Temporary Events]

STAFF RESOURCE:

Hayley Angel, Planning Manager

PREVIOUS COUNCIL ACTION:

Planned Development No. 55 - Approved March, 1994
Planned Development No. 55 - Approved October, 1998
Planned Development No. 55 - Approved December, 2015

BOARD / COMMISSION ACTION:

On July 20, 2021, the Planning and Zoning Commission voted 5 in favor (Commissioners Trahan, Metevier, Burkhardt, Ogrizovich, and Smiddy), and 0 opposed to recommend approval of the request.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 55 with a Base Zoning of Commercial/Office for Lot 3R-2, Block A, Millennium Office Park By Amending the Regulations Pertaining to Temporary Events; Generally Located at the Northeastern Corner of the Intersection of Watters Creek Boulevard and Bethany Drive. [Marriott - Temporary Events]

BACKGROUND

The property is located directly east of Watters Creek Boulevard and north of Bethany Drive. The properties to the north and west (across Watters Creek Boulevard) are zoned Planned Development No. 55 (PD-55) with a base zoning of Commercial/Office (C/O). The properties to the south (across Bethany Drive) are zoned Planned Development No. 99 with a base zoning of Mixed Use. The properties to the east (across U.S. Highway 75) are zoned Planned Development No. 68 with a base zoning of Corridor Commercial.

The property is currently zoned PD-55 with a base zoning of C/O. The most recent Planned Development

Amendment was adopted in December 2015 for a convention center and hotel. Since that time, the property has been developed and is in operation. The applicant is requesting to amend the Planned Development Amendment to remove restrictions relating to the number and duration of temporary events on the property, which would include the ancillary operation of mobile food vendors onsite.

Section 6.04.1 of the Allen Land Development Code permits any non-residential property a maximum of two temporary events a year for a duration of 15 days each. In the course of operating as a convention center, the applicant has found that individual conventions have a desire to host temporary food vendors and other items permitted in association with temporary events. Temporary food vendors would typically operate outdoor in approved locations for the duration of the event. The proposed amendment would remove the maximum number of temporary event permits a year and the maximum duration on the property. Similar zoning amendments exist for larger commercial properties in the City of Allen, including the Allen Event Center.

The applicant would still be required to submit a Temporary Event Permit for each temporary event held on the property. These events and their respective components would be held to the requirements in the Allen Land Development Code and reviewed during the permitting process.

Staff has determined that the request is consistent with the zoning requirements associated with similar land uses and is compatible with the surrounding uses.

On July 21, 2021, the Planning and Zoning Commission voted in favor of this request.

LEGAL NOTICES

Public Hearing Sign - July 9, 2021

Property Owner Notices - July 9, 2021

Newspaper Notice - July 22, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Development Regulations of Planned Development No. 55 with a base zoning of Commercial/Office for Lot 3R-2, Block A, Millennium Office Park.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes of the July 20, 2021 P&Z Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE USE AND DEVELOPMENT REGULATIONS OF LOT 3R-2, BLOCK A, MILLENNIUM OFFICE PARK, LOCATED IN AND SUBJECT TO THE REGULATIONS OF TRACT 10A-1 OF PLANNED DEVELOPMENT “PD” NO. 55 TO ALLOW SAID PROPERTY TO CHANGE REGULATIONS PERTAINING TO TEMPORARY USES; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Allen, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by amending the Development Regulations relating to the use and development of Lot 3R-2, Block A, Millennium Office Park, an addition to the City of Allen, according to the plat thereof recorded in Book 2017, Page 418, Plat Records, Collin County, Texas (“the Property”) which is located in and subject to the development and use of the regulations applicable to Tract 10A-1 of Planned Development “PD” No. 55 Commercial/Office C/O.

SECTION 2. The Property shall be developed and used in accordance with applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) and Tract 10A-1 of Planned Development “PD” No. 55 except as modified below:

- A. Temporary Events, as identified in Section 6.04.1.4.d, shall not be limited by number in a calendar year or duration but all shall require an application for and issuance of a permit in accordance with the ALDC.
- B. Temporary structures or vehicles located on the Property during Temporary Events may not obstruct fire lanes and/or emergency access.

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the

Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF AUGUST 2021.

APPROVED:

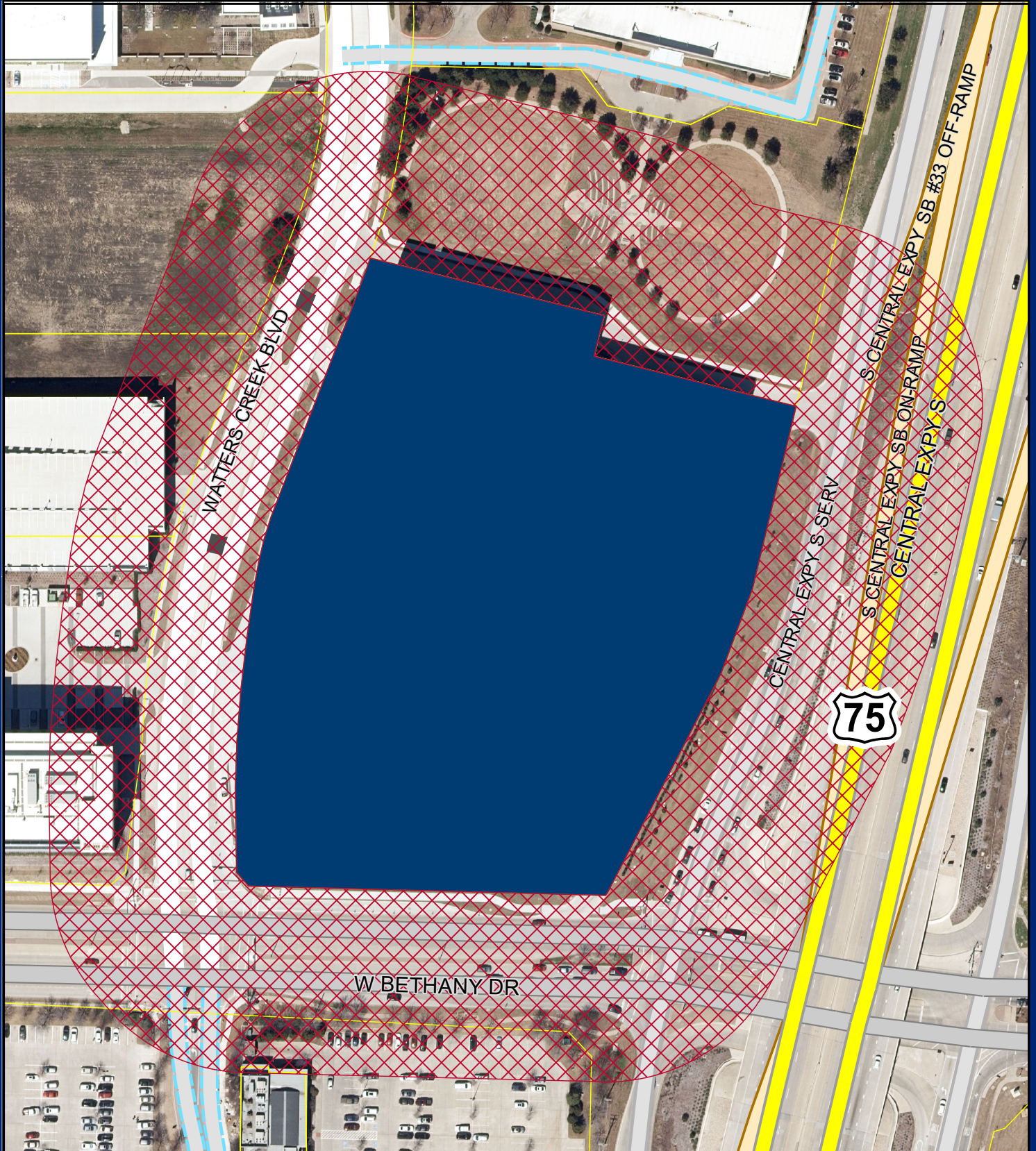
Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:7/15/2021:123363)



Shelley B. George, TRMC, CITY SECRETARY



Location Map

Delta by Marriot
777 Watters Creek Blvd

Map Legend

-  DeltaHotelsBuffer
-  DeltaHotels
-  CollinCAD Parcels

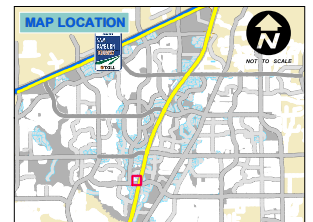


0 40 80 120
Feet

Community Development - Planning

Date Saved: 6/2/2021

NOTE: This map is only for illustration purpose only, please contact the City of Allen Planning & Development Department for specific rules and regulations.



July 20, 2021 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request to Amend the Development Regulations of Planned Development No. 55 with a Base Zoning of Commercial/Office for Lot 3R-2, Block A, Millennium Office Park By Amending the Regulations Pertaining to Temporary Events; Generally Located at the Northeastern Corner of the Intersection of Watters Creek Boulevard and Bethany Drive. (ZN-070221-0011) [Marriott - Temporary Events]

Ms. Angel, Planning Manager, presented the item to the Commission.

Ms. Angel noted that staff is in support of the agenda item.

Chair Trahan opened the public hearing.

With no one speaking, Chair Trahan closed the public hearing.

Motion: Upon a motion by Commissioner Smiddy, and a second by 2nd Vice-Chair Metevier, the Commission voted 5 IN FAVOR, and 0 OPPOSED to recommend approval of the request to amend the development regulations of PD-55 with a base zoning of C/O for Lot 3R-2, Block A, Millennium Office Park, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 2nd Vice-Chair
Jeff Burkhardt
John Ogrizovich
Michael Smiddy

Absent:

Stephen Platt, Jr., 1st Vice-Chair
Elias Shaikh

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

August 10, 2021

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance to Amend the Allen Land Development Code, Amending: Section 4.06 The Application Process For Zoning Amendments; Sections 4.08.19, 4.15.1.1, 6.04.1.4, 6.06.9, 6.06.10, And 7.04.1.2 Changing The Word "Church" To "Religious Facility"; Section 4.10 Regarding Building Permit Requirements For Accessory Structures; Article IV Adding Section 4.11 "Commercial Accessory Use Regulations; Section 4.15.1 To Clarify Certain Setback Regulation; Section 4.20.2 By Removing The Uses "Beer & Wine Package Sales," "Beer & Wine Package Sales With Greater Than 50% Revenue From Beer & Wine" And "Dance/Martial Arts Studios" And Changing "Church, Temple Or Rectory" To Read "Religious Facility"; Section 4.20.3 By Removing The Use "Gymnastics/Dance Studio" And Adding The Use "Personal Service Business"; Section 4.20.4 By Changing The Word "Church" To "Religious Facility," Adding The Uses "Fitness And Health Center" And "Personal Service Business" And Changing The Phrase "Restaurant/Private Club" To "Private Club"; Section 4.20.5 "Schedule Of Accessory Uses - Central Business District" By Amending The Uses "Fitness And Health Center" And "Personal Service Business"; Section 6.01.1 "Purpose Of Specific Use Permits"; Section 6.03.6 "Restaurants With Food And Beverage Certificates—Permit Process," By Changing "Planning And Development Department" To Read "Community Development Department"; Repealing Section 6.03.8. "Beer And Wine Package Sales—Regulations" And Section 6.03.9 "Beer And Wine Package Sales Permit Process"; Section 6.04.1.4 By Amending Certain Regulations Regarding Seasonal Sales And Temporary Sales; Section 6.06.8 By Amending Regulations Pertaining To Donation Boxes; Section 7.03.4 "Outdoor Lighting" To Prohibit High Pressure Sodium Lamp Types And Permit Additional Types Of Parking Lot Lighting Elements; Table 7.04.1 By Changing "Church, Temple Or Rectory" To Read "Religious Facility"; Section 7.04.2 "Off-Street Loading" By Changing "SH 5" To Read "Greenville Avenue"; Section 7.07 "Fences And Walls" By Deleting The Reference To "Appendix F" In Subsection 2.a, And Changing "Wrought Iron" To

"Metal" In Subsection 4.f.; Section 7.08.4.a "Performance Standards" To Exclude Certain Residential Devices.; Section 8.03.3 "Preliminary Plat" And Section 8.03.4 "Final Plat" By Amending Certain Required Plat Notes Relating To Open Space; Section 8.11 By Amending Regulations Relating To The Types Of Permitted And Prohibited Streetlight Fixtures And Related Design And Installation Regulations; And Appendix A "Definitions," By Deleting Definitions For "Beer And Wine Package Sales," "Church, Temple Or Rectory," "Dance/Martial Arts Studio," "Gymnastics Training Center," And "Personal Service," Amending The Definition Of "Personal Service Business," Adding Definition For "Religious Facility;" Renumbering and/or Reformatting Sections 6.06.2, 6.06.3, 6.06.8, 6.06.10, 6.06.11, 6.06.13, 6.06.14, 6.06.15 Without Changing Any Text Except Otherwise Set Forth In This Ordinance.

STAFF RESOURCE:

Marc Kurbansade, Director of Community Development

BOARD / COMMISSION ACTION:

On July 20, 2021, the Planning and Zoning Commission voted 5 in favor (Commissioners Trahan, Metevier, Burkhardt, Ogrizovich, and Smiddy), and 0 opposed to recommend approval of the request.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance to Amend the Allen Land Development Code, Amending: Section 4.06 The Application Process For Zoning Amendments; Sections 4.08.19, 4.15.1.1, 6.04.1.4, 6.06.9, 6.06.10, And 7.04.1.2 Changing The Word "Church" To "Religious Facility"; Section 4.10 Regarding Building Permit Requirements For Accessory Structures; Article IV Adding Section 4.11 "Commercial Accessory Use Regulations; Section 4.15.1 To Clarify Certain Setback Regulation; Section 4.20.2 By Removing The Uses "Beer & Wine Package Sales," "Beer & Wine Package Sales With Greater Than 50% Revenue From Beer & Wine" And "Dance/Martial Arts Studios" And Changing "Church, Temple Or Rectory" To Read "Religious Facility"; Section 4.20.3 By Removing The Use "Gymnastics/Dance Studio" And Adding The Use "Personal Service Business"; Section 4.20.4 By Changing The Word "Church" To "Religious Facility," Adding The Uses "Fitness And Health Center" And "Personal Service Business" And Changing The Phrase "Restaurant/Private Club" To "Private Club"; Section 4.20.5 "Schedule Of Accessory Uses - Central Business District" By

Amending The Uses "Fitness And Health Center" And "Personal Service Business"; Section 6.01.1 "Purpose Of Specific Use Permits"; Section 6.03.6 "Restaurants With Food And Beverage Certificates—Permit Process," By Changing "Planning And Development Department" To Read "Community Development Department"; Repealing Section 6.03.8. "Beer And Wine Package Sales—Regulations" And Section 6.03.9 "Beer And Wine Package Sales Permit Process"; Section 6.04.1.4 By Amending Certain Regulations Regarding Seasonal Sales And Temporary Sales; Section 6.06.8 By Amending Regulations Pertaining To Donation Boxes; Section 7.03.4 "Outdoor Lighting" To Prohibit High Pressure Sodium Lamp Types And Permit Additional Types Of Parking Lot Lighting Elements; Table 7.04.1 By Changing "Church, Temple Or Rectory" To Read "Religious Facility"; Section 7.04.2 "Off-Street Loading" By Changing "SH 5" To Read "Greenville Avenue"; Section 7.07 "Fences And Walls" By Deleting The Reference To "Appendix F" In Subsection 2.a, And Changing "Wrought Iron" To "Metal" In Subsection 4.f.; Section 7.08.4.a "Performance Standards" To Exclude Certain Residential Devices.; Section 8.03.3 "Preliminary Plat" And Section 8.03.4 "Final Plat" By Amending Certain Required Plat Notes Relating To Open Space; Section 8.11 By Amending Regulations Relating To The Types Of Permitted And Prohibited Streetlight Fixtures And Related Design And Installation Regulations; And Appendix A "Definitions," By Deleting Definitions For "Beer And Wine Package Sales," "Church, Temple Or Rectory," "Dance/Martial Arts Studio," "Gymnastics Training Center," And "Personal Service," Amending The Definition Of "Personal Service Business," Adding Definition For "Religious Facility;" Renumbering and/or Reformatting Sections 6.06.2, 6.06.3, 6.06.8, 6.06.10, 6.06.11, 6.06.13, 6.06.14, 6.06.15 Without Changing Any Text Except Otherwise Set Forth In This Ordinance.

BACKGROUND

The Allen Land Development Code (ALDC) is periodically amended to improve the effectiveness and efficiency of the Code, to address changing development trends and new technologies, and to make changes necessary for compliance with state and federal laws.

Proposed amendments include the following:

Section 4.06, "Changes and Amendments"

Summary of Changes: The current section is being amended to include an expiration date of two years for zoning applications to be consistent with Texas Local Government Code Section 245.005.

Sections 4.08.19, 4.15.1.1, 6.04.1.4, 6.06.9, 6.06.10, and 7.04.1.2

Summary of Changes: The aforementioned sections are being amended to change the word "church" to "religious facility" wherever such word appears.

Section 4.10, "Residential accessory use regulations"

Summary of Changes: The current section is being amended to remove building permit requirements for accessory structures less than 120 square feet and providing additional setback requirements for structures greater than 400 square feet or greater than 15 feet in height.

Article IV, "Zoning Regulations"

Summary of Changes: This Article of the Allen Land Development Code is being amended to add a new Section 4.11., "Commercial accessory use regulations." This new section will provide regulations for modular storage units, portable on demand storage containers, donation bins, and drop-off bins/trailers.

Section 4.15.1, "General height and area provisions"

Summary of Changes: This section is being amended to clarify setback requirements, particularly as they pertain to side yards that abut collector or other thoroughfares.

Section 4.15.2, "Schedule of residential height and area regulations"

Summary of Changes: This section was presented to Planning and Zoning Commission as a proposed amendment; however, the modification was minor in nature and has been omitted from the ordinance proposed herein.

Section 4.20.2, "Schedule of Principal Uses"

Summary of Changes: This section is being amended to remove the uses "Beer & Wine Package Sales," "Beer & Wine Package Sales With Greater Than 50% Revenue From Beer & Wine" because these uses are categorized as Retail Uses. The use, "Dance/Martial Arts Studios" is also being removed since it is redundant in the ALDC. Finally this section is being amended to change the use, "Church, Temple or Rectory" to read "Religious Facility."

Section 4.20.3., "Schedule of accessory uses,"

Summary of Changes: This section is being amended to remove the "Gymnastics/Dance Studio" use because it is redundant elsewhere in the ALDC. Also, the section is being amended to add a "Personal Service Business" use.

Section 4.20.4, "Schedule of principal uses—Central business district"

Summary of Changes: This section is being amended to change the word "Church" to read "Religious Facility." Additionally, a "Fitness and Health Center" use and "Personal Service Business" use are being added. Finally, the nomenclature for the "Restaurant/Private Club" use is being changed to read "Private Club."

Section 4.20.5, "Schedule of accessory uses - central business district"

Summary of Changes: This section is being amended by amending the use "Fitness and Health Center" to provide an additional regulation that the accessory use must be less than 5,000 square feet. Additionally, this section is being amended to add a "Personal Service Business" use.

Section 6.01.1, "Purpose of specific use permits"

Summary of Changes: This section is being amended to provide clarifying language whereby a specific use permit would constitute a zoning amendment / entitlement that runs with the land as opposed to a single user.

Section 6.03.6., "Restaurants with food and beverage certificates—Permit process"

Summary of Changes: There is a minor change proposed in this section to modify the "planning and development department" to read "community development department."

Section 6.03.8, "Beer and Wine Package Sales—Regulations"

Summary of Changes: This section is being repealed from the ALDC as it is regulated elsewhere in the ALDC and Code of Ordinances.

Section 6.03.9., "Beer and Wine Package Sales Permit Process"

Summary of Changes: This section is being repealed from the ALDC as it is regulated elsewhere in the ALDC and Code of Ordinances.

Section 6.04.1.4, "Types of temporary use permits"

Summary of Changes: This section is being amended to relocate language pertaining to medical uses from the "Seasonal sales" section to a separate new section. Additionally, this section is being amended to provide clarification regarding the parking lot sales as a "Temporary event."

Section 6.06.8, "Outdoor storage and display"

Summary of Changes: This section is being amended to provide clarification regarding the location of donation boxes, and to add a requirement that the location of a donation box must receive site plan approval.

Section 7.03.4., "Outdoor lighting"

Summary of Changes: This section is being amended to prohibit high pressure sodium lamp types and permit additional types of parking lot lighting elements.

Table 7.04.1 in Section 7.04.1. "Vehicle parking"

Summary of Changes: This section is being amended to change the nomenclature for "Church, Temple or Rectory" to read "Religious Facility."

Section 7.04.2., "Off-street loading"

Summary of Changes: This section is being amended by changing "SH 5" to read "Greenville Avenue" to correctly reflect this thoroughfare's removal from the State Highway system.

Section 7.07. "Fences and walls"

Summary of Changes: This section is being amended by deleting the reference to "Appendix F" since the appropriate language is in this section. Also, a minor change is proposed by modifying "wrought iron" to read "metal" to appropriately reflect the materials typically used in this application.

Section 7.08, "Performance standards"

Summary of Changes: This section is being amended to exclude typical equipment (e.g., HVAC equipment, pool equipment) from the noise standards, provided it is properly maintained and operating in accordance with manufacturer guidelines.

Section 8.03.3, "Preliminary plat"

Summary of Changes: This section is being amended to provide clarification regarding the labeling of Open Space lots on preliminary plats.

Section 8.03.4, "Final plat"

Summary of Changes: This section is being amended to provide clarification regarding the labeling of Open Space lots on final plats.

Section 8.11, "Street lights"

Summary of Changes: This section is being amended to modify regulations related to the types of lighting fixtures permitted and prohibit certain streetlight fixtures. Additionally, the amendments in this section include clarification related to design and installation regulations.

Appendix A, "Definitions"

Summary of Changes: This section is being amended by to remove the definitions for "Beer and Wine Package Sales," "Church, temple or rectory," "Dance/martial arts studio," "Gymnastics training center," and "Personal service," as they are either no longer applicable or redundant with other definitions elsewhere in the ALDC. Additionally, this section is amended to modify the definition of "Personal service business," and adding a new definition for "Religious facility."

Sections 6.06.2, 6.06.3, 6.06.8, 6.06.10, 6.06.11, 6.06.13, 6.06.14, 6.06.15

Summary of Changes: This section was amended by renumbering and/or reformatting the aforementioned sections without changing any text except as other stated in other summary sections of this communication.

Attached is a draft ordinance of the proposed amendments. The proposed amendments have gone through a review process with participation from the City Attorney as well as other City staff.

On July 20, 2021, the Planning and Zoning Commission voted in favor of this request.

LEGAL NOTICES

Newspaper Notice - June 24, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Allen Land Development Code.

ATTACHMENTS:

Ordinance

Draft Minutes of the July 20, 2021 P&Z Meeting

ALDC Amendments Strikeout Underline

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING: SECTION 4.06 “CHANGES AND AMENDMENTS” REGARDING THE APPLICATION PROCESS FOR ZONING AMENDMENTS; SECTIONS 4.08.19, 4.15.1.1, 6.04.1.4, 6.06.9, 6.06.10, AND 7.04.1.2 BY CHANGING THE WORD “CHURCH” TO “RELIGIOUS FACILITY”; SECTION 4.10 “RESIDENTIAL ACCESSORY USE REGULATIONS” REGARDING BUILDING PERMIT REQUIREMENTS FOR ACCESSORY STRUCTURES; ARTICLE IV “ZONING REGULATIONS” BY ADDING SECTION 4.11 “COMMERCIAL ACCESSORY USE REGULATIONS; SECTION 4.15.1 “GENERAL HEIGHT AND AREA PROVISION” TO CLARIFY CERTAIN SETBACK REGULATION; SECTION 4.20.2 “SCHEDULE OF PRINCIPAL USES” BY REMOVING THE USES “BEER & WINE PACKAGE SALES,” “BEER & WINE PACKAGE SALES WITH GREATER THAN 50% REVENUE FROM BEER & WINE” AND “DANCE/MARTIAL ARTS STUDIOS” AND CHANGING “CHURCH, TEMPLE OR RECTORY” TO READ “RELIGIOUS FACILITY” WHERE IT APPEARS; SECTION 4.20.3 “SCHEDULE OF ACCESSORY USES” BY REMOVING THE USE “GYMNASTICS/DANCE STUDIO” AND ADDING THE USE “PERSONAL SERVICE BUSINESS”; SECTION 4.20.4 “SCHEDULE OF PRINCIPAL USES—CENTRAL BUSINESS DISTRICT” BY CHANGING THE WORD “CHURCH” TO READ “RELIGIOUS FACILITY,” ADDING THE USES “FITNESS AND HEALTH CENTER” AND “PERSONAL SERVICE BUSINESS” AND CHANGING THE PHRASE “RESTAURANT/PRIVATE CLUB” TO READ “PRIVATE CLUB”; SECTION 4.20.5 “SCHEDULE OF ACCESSORY USES - CENTRAL BUSINESS DISTRICT” BY AMENDING THE USES “FITNESS AND HEALTH CENTER” AND “PERSONAL SERVICE BUSINESS”; SECTION 6.01.1 “PURPOSE OF SPECIFIC USE PERMITS”; SECTION 6.03.6 “RESTAURANTS WITH FOOD AND BEVERAGE CERTIFICATES—PERMIT PROCESS,” BY CHANGING “PLANNING AND DEVELOPMENT DEPARTMENT” TO READ “COMMUNITY DEVELOPMENT DEPARTMENT”; REPEALING SECTION 6.03.8. “BEER AND WINE PACKAGE SALES—REGULATIONS” AND SECTION 6.03.9 “BEER AND WINE PACKAGE SALES PERMIT PROCESS”; SECTION 6.04.1.4 “TYPES OF TEMPORARY USE PERMITS” BY AMENDING CERTAIN REGULATIONS REGARDING SEASONAL SALES AND TEMPORARY SALES; SECTION 6.06.8 “OUTDOOR STORAGE AND DISPLAY” BY AMENDING REGULATIONS PERTAINING TO DONATION BOXES; SECTION 7.03.4 “OUTDOOR LIGHTING” TO PROHIBIT HIGH PRESSURE SODIUM LAMP TYPES AND PERMIT ADDITIONAL TYPES OF PARKING LOT LIGHTING ELEMENTS; TABLE 7.04.1 IN SECTION 7.04.1. “VEHICLE PARKING” BY CHANGING “CHURCH, TEMPLE OR RECTORY” TO READ “RELIGIOUS FACILITY”; SECTION 7.04.2 “OFF-STREET LOADING” BY CHANGING “SH 5” TO READ “GREENVILLE AVENUE”; SECTION 7.07 “FENCES AND WALLS” BY DELETING

THE REFERENCE TO “APPENDIX F” IN SUBSECTION 2.a, AND CHANGING “WROUGHT IRON” TO READ “METAL” IN SUBSECTION 4.f.; SECTION 7.08 “PERFORMANCE STANDARDS” TO EXCLUDE CERTAIN RESIDENTIAL DEVICES FROM THE REQUIREMENTS OF SECTION 7.08.4.a.; SECTION 8.03.3 “PRELIMINARY PLAT” AND SECTION 8.03.4 “FINAL PLAT” BY AMENDING THE TEXT OF CERTAIN REQUIRED PLAT NOTES RELATING TO OPEN SPACE; SECTION 8.11 “STREET LIGHTS” BY AMENDING REGULATIONS RELATING TO THE TYPES OF PERMITTED AND PROHIBITED STREETLIGHT FIXTURES AND RELATED DESIGN AND INSTALLATION REGULATIONS; AND APPENDIX A “DEFINITIONS,” BY DELETING THE DEFINITIONS FOR “BEER AND WINE PACKAGE SALES,” “CHURCH, TEMPLE OR RECTORY,” “DANCE/MARTIAL ARTS STUDIO,” “GYMNASTICS TRAINING CENTER,” AND “PERSONAL SERVICE,” AMENDING THE DEFINITION OF “PERSONAL SERVICE BUSINESS,” AND ADDING A DEFINITION FOR “RELIGIOUS FACILITY;” RENUMBERING AND/OR REFORMATTING SECTIONS 6.06.2,, 6.06.3, 6.06.8, 6.06.10. 6.06.11, 6.06.13, 6.06.14, 6.06.15 WITHOUT CHANGING ANY TEXT EXCEPT OTHERWISE SET FORTH IN THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Allen, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all persons interested and in the exercise of its legislative discretion, the City Council has concluded that the Allen Land Development Code Zoning Regulations of the City of Allen, Texas, as previously amended, should be further amended as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. Article IV “Zoning Regulations” of the Allen Land Development Code, is amended as follows:

- A.** Section 4.06 “Changes and Amendments” is amended by deleting the sentence “Under the provision of V.T.C.A., Local Government Code § 211.001 et seq., the city council by their own initiative may from time to time amend, supplement or change the boundaries of the districts or the regulations herein established.”
- B.** Subsection 1 of Section 4.06 “Changes and Amendments” is amended to read as follows:
 - 1. *Application.* Each application for zoning or for an amendment or change to the existing provisions of this Code shall be made in writing on an application form available from the city and shall be accompanied by payment of the fees required in the fee schedule adopted by resolution of the city council. If no progress is made toward completion the application within two years following acceptance of the application, then the application shall be deemed expired and subsequently withdrawn from consideration. Progress toward completion shall be defined in Section 245.005 of the Texas Local Government Code, as amended.

- C. Section 4.06 “Changes and Amendments” is amended by adding Subsection 12 to read as follows:
12. The city council may from time to time on its own initiative amend or change the boundaries of the districts or amend the regulations set forth in this Code or otherwise established by City ordinance.
- D. Paragraph 1 “Purpose” of Section 4.08.19 ““CBD” Central Business District” is amended to read as follows:
1. *Purpose.* The central business district is the oldest urban area within the city and has played an important role in serving the city as a unique neighborhood containing local businesses, religious facilities, and housing. Existing development in the central business district has aged, experienced some deterioration, and, as a result, needs revitalization and redevelopment. The central business zoning district has been designed to aid in revitalization and redevelopment that is compatible with and which will serve to preserve the character of the central business district and enhance the city. The purpose of the central business district is to:
- a. Provide for a diversity of pedestrian-oriented retail office, residential and mixed uses indicative of an urban center. Housing should be considered a desirable activity in the district.
 - b. Provide a venue for artists, musicians and other entertainment businesses and serve as a community center and gathering place.
 - c. Create a lively day and night urban environment for residents, workers and visitors through the integration of a range of uses, building types and open space.
 - d. Produce a quality environment by combining inviting streetscapes and excellence in building design.
 - e. Increase property values and stimulate development with strategically placed civic features such as parks, medians, street trees, and public art.
- E. Section 4.10 Residential Accessory Use Regulations” is amended to read as follows:
- Sec. 4.10. - Residential accessory use regulations.**
1. *General.* The standards in this Section 4.10 shall apply to all single-family residential zoning districts.
2. *Accessory structures.*
- a. *Building permits.* No person shall install or construct an accessory structure with a floor area of greater than 120 square feet without first obtaining a building permit issued by the City.
 - b. *Engineered Floors.* Notwithstanding paragraph 2.a., above, a building permit shall be required prior to construction of an accessory structure that is required pursuant to one or more of the codes adopted pursuant to Article III to be constructed with a permanent and/or engineered foundation.
 - c. *Compliance with Lot Coverage Limits.* The cumulative area of all accessory structures located on a single-family residential lot and the area of the main structure located on

the same lot shall not exceed the maximum lot coverage permitted in the zoning district.

d. *Setbacks.*

- i. *Front yard.* A detached accessory structure must be located in the rear yard or in the area of a side yard 20 feet behind the front building facade.
- ii. *Side and rear yards.* The required side and rear yard for any detached accessory structure is three feet from any side or rear lot line, except as follows:
 - a) If no alley exists, the rear yard shall not be less than five feet from the rear lot line.
 - b) No accessory structure shall be located within any easement affecting the lot as recorded in the Official Public Records of Collin County, Texas.
 - c) A garage entered from an alley or side street shall be set back from the side street or alley not less than 20 feet.
 - d) An accessory structure with an area greater than 400 square feet shall comply with the side and rear setback requirements applicable to the primary structure in the underlying zoning district.
- iii. *Accessory structure height greater than 15 feet.* An accessory structure with a height greater than 15 feet shall comply with the setback requirements applicable to the primary structure or the setbacks set forth in paragraphs d.i. and d.ii, above, whichever is more restrictive.
- iv. *Maximum height of accessory structures.* At no point shall the height of the accessory structure exceed the height of the primary structure or the maximum height allowed for buildings constructed in the underlying zoning district, whichever is less.

- F. Article IV is amended by adding Section 4.11 titled “Commercial Accessory Use Structures” to read as follows:

Sec. 4.11. - Commercial accessory use regulations.

1. Accessory buildings and structures located on property developed for one or more non-residential uses are considered commercial buildings and shall obtain all necessary permits and inspections and abide by all applicable codes. Modular storage units, portable on demand storage containers, donation bins, and drop off bins/trailers are considered accessory structures and shall not be installed or constructed prior to the issuance of a building permit by the city.
2. An accessory structure located on property developed for one or more non-residential uses shall not be placed such that it conflicts with site features such as fire lanes, landscape buffers, required parking, or other identified features deemed pertinent during the permit review process.

- G. Subsections 1, 3, and 4 of Section 4.15.1 “General Height and Area Provisions” are amended to read as follows:

Sec. 4.15.1. - General height and area provisions.

1. *Height.*

- a. Cooling towers, roof gables, chimneys, vent stacks, and citizens band (CB) antennae may extend up to an additional ten feet above the maximum allowable roof height.
- b. Water standpipes and tank, religious facility steeples, domes and spires, school buildings, and institutional buildings may be erected to exceed three stories or 45 feet in height, provided that one additional foot shall be added to the width and depth of front, side and rear yards for each foot that such structures exceed the maximum height.

...

3. *Side yards abutting collectors or thoroughfares.* Any residential side yard abutting a collector or thoroughfare street, including corner lots and lots located on cul-de-sacs, shall have a side yard setback of not less than 25 feet.
4. *Rear yards.* Any residential rear yard abutting a major thoroughfare requires a 15-foot rear yard setback, in addition to the rear yard setback required by section 4.15.2 of this Code.

H. Section 4.20.2 “Schedule of Principal Uses” is amended as follows:

- (1) The uses “Beer & Wine Package Sales,” “Beer & Wine Package Sales with Sales Greater Than 50% of Revenue from Beer & Wine,” and “Dance/Martial Arts Studio” are deleted from the table; and
- (2) The title of the use “Church, Temple, or Rectory” is changed to “Religious Facility.”

I. Section 4.20.3 “Schedule of Accessory Uses” is amended as follows:

- (1) The use “Gymnastic/Dance Studio” is deleted from the table; and
- (2) The designation of zoning districts in which the use “Automotive Repairs, Major” shall be amended to be as follows:

RESIDENTIAL USES												TYPE OF USE	NON-RESIDENTIAL DISTRICTS												
R1	R1.5	R-2	R-3	R-4	R-5	R-6	R-7	2F	TH	MF1	MF1		MH	AO	GO	O	LR	SC	LC	GB	CC	IT	LI	HI	CF
: :																									
													AUTOMOTIVE REPAIRS, MAJOR										X	X	

- (3) The use “Personal Service Business” is added to the table in Section 4.20.3 with the uses permitted as a matter of right and permitted following approval of a specific use permit to be as follows:

RESIDENTIAL USES												TYPE OF USE	NON-RESIDENTIAL DISTRICTS												
R1	R1.5	R-2	R-3	R-4	R-5	R-6	R-7	2F	TH	MF1	MF1		MH	AO	GO	O	LR	SC	LC	GB	CC	IT	LI	HI	CF
: :																									
													PERSO NAL SERVI CE BUSIN ESS				X	X	X	X	X				
: :																									

J. Section 4.20.4. “Schedule of principal uses—Central business district” is amended as follows:

- (1) The use titled “Church” is renamed to be “Religious Facility”;
- (2) The use “Fitness and Health Center” is added to be a permitted use with the comment “*Less than 5,000 sq. ft.”;
- (3) The use “Personal Service Business” is added to be a permitted use; and
- (4) The use title “Restaurant/Private Club” is renamed “Private Club” and the note for the use “Private Club” is amended to read “*Not less than 40% food sale”;

K. Section 4.20.5 “Schedule of Accessory Uses Central Business District” is amended as follows:

- (1) The use “Fitness and Health Center” is amended by adding the comment “*Less than 5,000 sq. ft.”; and
- (2) The use “Personal Service Business” is added to be a permitted use.

SECTION 2. Article VI “Special Zoning Provisions” of the Allen Land Development Code, is amended as follows:

A. Section 6.01.1 “Purpose of Specific Use Permits” is amended to read as follows:

Sec. 6.01.1. - Purpose of specific use permits.

A specific use permit allows uses compatible with other permitted uses, provided the uses comply with the specific criteria established by the City under this section. The City Council may, by an affirmative vote, after public hearing and proper notice to all parties affected, in accordance with state law, and after recommendation from the Planning and Zoning Commission, that the use is in general conformance with the comprehensive plan of the City and containing such requirements and safeguards as are necessary to protect adjoining property, authorize the granting of a specific use permit. Every specific use permit granted pursuant to this Code constitutes an amendment to the zoning regulations applicable to the property for which the specific use permit is granted and shall remain applicable to such property so long as all conditions imposed at the time of granting said permit continue to be satisfied, the use for which such specific use permit is granted continues, and no substantive change in the use of the property occurs.

B. Section 6.03.6 “Restaurants with food and beverage certificates—Permit process” is amended to read as follows:

Sec. 6.03.6. - Restaurants with food and beverage certificates—Permit process.

The permit process is as follows:

1. The applicant will have to request an alcoholic beverage permit and a food and beverage permit from the Texas Alcoholic Beverages Commission.
 2. The Texas Alcoholic Beverages Commission will direct the applicant to obtain verification of zoning wet/dry location, and distance separations, from the city.
 3. This request will be accepted by the department of community development, which will verify wet/dry location, zoning, and distance separation, and forward to the city secretary for certification.
- C.** Section 6.03.8 “Beer and wine package sales – Regulations” is repealed in its entirety.
- D.** Section 6.03.9 “Beer and wine package sales permit process” is repealed in its entirety.
- E.** Subsection 4 “Types of Temporary Use Permits” of Section 6.04.1 “Temporary Use Permit Applications” is amended to read as follows:
4. *Types of temporary use permits.*
 - a. *Seasonal sales.* Temporary sales of seasonal products such as firewood, plants, fruits, vegetables, and similar items or products may be allowed during their normal and generally accepted season, and subject to the following provisions:
 - i. Issuance of permits for temporary outdoor sales of seasonal products shall be limited to areas zoned for retail or commercial uses.
 - ii. Where an existing business is operating in accordance with a certificate of occupancy, the area for display shall be no more than 200 square feet, being generally square or rectangular in shape, with a maximum length of 25 feet and a minimum width of eight feet. Examples would be ten feet by 20 feet, or eight feet by 25 feet.
 - iii. An application for a temporary use shall also include a true copy of the sales tax permit which designates the city as point of sale.
 - iv. Temporary sales of fruits and vegetables for off-premises consumption shall be allowed; however, the products must remain whole, and not be cut or opened in any manner.
 - b. *Christmas tree sales.* Temporary sales of Christmas trees during the normal and generally accepted season subject to the following provisions:
 - i. Issuance of permits for temporary outdoor sales of Christmas trees shall be limited to areas zoned for retail or commercial uses, or any religious facility property.
 - ii. Sales may not begin prior to November 15.
 - iii. Sale site must be cleaned and vacated by January 1.

- iv. The application for a temporary use permit shall also include a true copy of the sales tax permit which designates the city as point of sale.
- v. A temporary use permit for Christmas tree sales shall be excluded from the maximum number of temporary use permits allowed under section 6.04.1.1.
- c. *Carnival, circus, or fairgrounds* may be allowed provided the use conforms to all other provisions of this Code and the Code of Ordinances.
 - i. The term of a temporary use permit for a carnival, circus, or fairgrounds shall not exceed a maximum of five days.
 - ii. Issuance of permits for a carnival, circus or fairgrounds shall be limited to areas zoned for retail or commercial uses, or any religious facility property.
- d. *Temporary event.* Sporting events, philanthropic or religious events, community garage sales for charities, political rallies and similar activities may be allowed provided the use conforms to all other provisions of this Code and the Code of Ordinances. Parking lot sales may be allowed for the existing businesses holding a certificate of occupancy for the site. An event is not considered a parking lot sale if no point of sale occurs onsite and the event is not for the express purpose of generating sales.
 - i. Issuance of a permit for a temporary event pursuant to this paragraph d. shall be limited to areas zoned for non-residential uses.
 - ii. The term of a temporary use permit issued pursuant to this paragraph d. for a temporary event shall not exceed 15 days.
- e. *Temporary food vendor.* A mobile food establishment, as defined in section 6.06.15, may operate as a temporary food vendor in association with temporary use permits issued for seasonal sales, Christmas tree sales, or temporary events. A separate temporary use permit for the mobile food establishment shall not be required if the temporary food vendor information is submitted with the temporary use permit application for seasonal sales, Christmas tree sales, or temporary event. Such temporary use permit must be obtained prior to the mobile food establishment commencing the preparation or sale of any food on the property for which the temporary use permit is issued. This permit is required in addition to any permits that may be required by the chapter 6, article VIII, division 2 of the Code of Ordinances, as amended.
- f. *Food truck site.* Property owners or business owners may be issued a temporary use permit to operate at a food truck site complying with section 6.06.15, subject to the following:
 - i. The property owner shall submit an application and site plan as required in this section;
 - ii. The site plan shall demonstrate compliance with all requirements of this section and section 6.06.15;
 - iii. Only one permit per site, valid for no more than six months, may be issued per calendar year; and

- iv. A mobile kitchen, as defined in section 6.06.15, may operate at a food truck site for which a temporary use permit is issued pursuant to this section 6.04.1.4.f with an approved health permit as required by chapter 6, article VIII, division 2 of the Code of Ordinances, as amended, without obtaining a separate temporary use permit for the mobile food establishment.
- g. *Other temporary uses.* A temporary use permit may be granted for those uses indicated by a "T" in the schedule of permitted principal uses, section 4.20.1, and are not subject to the maximum permit term described in section 6.04.1.1.
- h. *Uses Excluded.* This section does not apply to temporary outdoor services such as mobile blood banks, mammography screening, eye screening, or similar medical services for humans.

F. Subsection 4 of Section 6.04.2 “Temporary Buildings” is amended as follows:

- (1) The caption is changed to read “Temporary accessory buildings for school use”; and
- (2) The word “church” is changed to read “religious” wherever it appears in Subsection 4.

G. Section 6.06.2 “Fueling Stations” is renumbered to read as follows:

Sec. 6.06.2. - Fueling stations.

Fueling stations, whether developed as a principal or accessory use, shall be subject to the following additional development and use regulations:

- 1. Gasoline pump islands may not be located nearer than 18 feet to the street right-of-way or to any adjacent property line.
- 2. Underground fuel tanks may not be located under designated fire lanes.
- 3. A fuel truck maneuvering schematic must be submitted and approved prior to issuance of a building permit.
- 4. All fueling station canopies shall be designed and built with a sloped, mansard roof or similar style. Fueling station canopies with flat roofs are not permitted. The columns supporting the fueling station canopy shall be encased with brick, stone, or other similar material that matches the primary building.
- 5. Vent stacks and pipes shall be placed so they are not visible from any adjacent street.
- 6. When developed on a corner at the intersection of two streets, the buildings, structures, and site improvements shall be oriented to face the intersection (radially/ 45 degrees facing the point of intersection); provided, however, the director of community development and director of engineering may grant an exception to the foregoing requirement when one of the intersecting streets is a residential street or similar minor street.

H. Section 6.06.3 “Hotels” is renumbered to read as follows:

Sec. 6.06.3. - Hotels.

Hotels shall be subject to the following additional use and development regulations:

1. *Building design.*
 - a. *Accessibility.* A guest room shall be accessible only from an internal hallway while is accessible primarily from a central lobby area contained within the hotel.
 - b. *Exterior walls.* Exterior walls, regardless of the number of stories (excluding doors, windows and window units) shall be composed of:
 - i. At least 75 percent primary masonry materials such as brick, stone, hand-laid tile (laid unit-by-unit), or veneer of such materials having the appearance of hand-laid units;
 - ii. Not more than 25 percent secondary masonry, materials that is exterior insulation and finish systems composed of natural aggregates and synthetic binders having a minimum applied thickness of 0.75 inches, exposed aggregate, glass block or decorative concrete masonry units other than flat-gray block; and
 - iii. Not more than ten percent non-masonry materials.
2. *Site facilities.*
 - a. *Number of rooms.* A full-service hotels and suite hotels shall have at least 100 guest rooms.
 - b. *Meeting rooms.* A full-service hotel shall have at least 4,000 square feet of meeting room space. A limited-service hotel shall have meeting rooms of at least 700 square feet in area. Meeting rooms shall be equipped with a sink and a coffee bar.
 - c. *Swimming pools.* All hotels shall have a swimming pool of at least 800 square feet of surface area.
 - d. *Restaurants and food service.* A full-service hotel shall have full food and beverage service. Suite and limited-service hotels shall have either full or limited food and beverage service.
 - i. For purposes of this section, the phrase "full food and beverage service": shall mean providing three meals per day in an on-site restaurant with table service provided primarily by waitpersons, seating for at least 30 customers, and full menu service offering multiple entrees with on-site food and beverage preparation.
 - ii. For purposes of this section, the phrase "limited food and beverage service: shall mean providing food and beverage service for fewer than three meals per day.
3. *Parking and circulation.* The following requirements apply to all hotels:
 - a. In addition to required parking for any additional component of the hotel such as meeting rooms and restaurants, parking shall be provided at the ratio of 1.25 parking spaces per guest room for full service hotels and 1.0 space per guest room for limited service and suite hotels.

- b. An attached, covered, drive-through area adjacent to the hotel lobby or main desk shall be provided for the temporary parking of vehicles during guest registration or check-out.
 - c. All parking areas shall be illuminated by lighting standards having a minimum illumination intensity of 2.0 foot-candles measured at ground level.
4. *Screening.* In addition to any other screening and landscaping requirements imposed by the Code of Ordinances and/or this Code, all hotels shall provide screening of ground-mounted dish antennas, satellite earth stations, parabolic or spherical antennas, and any other device or assemblage of devices designed to transmit and/or receive signals to or from orbiting satellites, HVAC (other than HVAC equipment serving an individual unit), mechanical equipment and auxiliary power equipment by means of a masonry screening wall or a wrought-iron (tubular steel) fence with a living screen, either of which shall be of sufficient height to block visibility of the equipment from view from the street.
 5. *Site access.* Primary access to the site shall be from freeway access roads, major arterials, or internal service roads serving commercial development. Secondary access shall be from streets classified as major collectors, arterials, freeway access roads, or internal service roads serving commercial development.

I. Section 6.06.8 “Outdoor Storage and Display” is amended to read as follows:

Sec. 6.06.8. - Outdoor storage and display.

Outdoor display and outdoor storage, where allowed in association with a principal or accessory use in accordance with section 4.20.2 or section 4.20.3, respectively, shall be subject to the following additional use and development regulations:

1. *Outdoor display.* Outdoor display shall only be permitted as follows:
 - a. Outdoor display shall not be located within any required front or side yard and must be located a minimum of 20 feet from any street or alley right-of-way line.
 - b. Outdoor display may not cover more than 30 percent of a front yard (not including required yards) and may not be located on the roof of any structure.
 - c. Outdoor display and any associated display structures (e.g. tables, display cases, trailers, etc.) shall not be located within any required parking space, loading area, fire lane, vehicle maneuvering aisle, or customer pick-up lane.
 - d. Displayed items and their associated display structures shall not obstruct visibility or interfere with pedestrian or vehicle circulation.
 - e. Detailed drawings of proposed outdoor display areas must be submitted to the director or designee for review and approval prior to setting items out for display.
 - f. Outdoor vending machines and unattended vending machines/facilities are prohibited.
 - g. Attended and unattended donation boxes, structures, and sites shall be allowed only as an accessory use to a permitted use on the property, shall not be subject to the standards set forth in subsections 1.a – 1.f of this section, and shall comply with the following requirements:

- i. Approval of a Site Plan must be obtained from the city prior to placing the donation box on the property;
- ii. Donation boxes shall not be allowed in any residential zoning district;
- iii. No more than one donation box is allowed per lot;
- iv. A "no dumping" sign and the name, mailing address, and phone number of the party responsible for collection from the box must be posted in a conspicuous location on the box;
- v. Donation boxes must be maintained in good condition and appearance with no structural damage and shall be kept free of graffiti;
- vi. The operator and property owner shall maintain or cause to be maintained the area surrounding the unattended donation box(es) free of any junk, debris or other material and shall be responsible to the extent provided by law for the cost to abate any violation. Any junk, debris or material must be removed not later than 24 hours after delivery of notice by the city.

2. *Outdoor storage.* Outdoor storage shall only be permitted as follows:

- a. Outdoor storage shall not be located within any required front yard.
- b. Outdoor storage shall be screened from all streets, alleys, rights-of-way and adjacent properties in accordance with section 7.07.4.
- c. Detailed drawings of proposed screening for outdoor storage areas must be submitted to the director or designee for review and approved prior to setting items out for storage.

J. Section 6.06.9 "Tattoo studio" is amended by changing the word "church" to read "religious facility" wherever it appears in said section.

K. Section 6.06.10 "Wind Energy Systems" is amended to be renumbered as follows:

Sec. 6.06.10. - Wind energy systems.

An applicant's submittal for a building permit, electrical permit, and specific use permit for location and installation of a wind energy system within the city must demonstrate compliance with the following use and development regulations, in addition to the specific use permit review standards under section 6.01:

1. *Location requirements.*

- a. *Minimum lot size.* Minimum lot size for all districts is 1.5 acres.
- b. *Lot to system ratio.* Maximum of one system per 1.5 acres.
- c. *Maximum height.* Maximum height for all freestanding systems is 90 feet. The height of a freestanding wind energy system must be measured as the distance from the existing grade, prior to any modifications to the grade, to the highest point on the system, including the vertical length of any extensions such as the rotor blade. Attached

systems shall not extend more than 15 feet above the roofline and shall not exceed 90 feet in total height, dependent upon the results of the structural engineering plans, performed by a Texas registered professional engineer, for the building or structure on which the system will be mounted. The height of any wind energy system may not exceed the manufacturer's recommendations for the system.

- d. *Yards.* No wind energy system may be located in any required front yard, between a principle building and a required front yard, in front of the front building line of the principal building, or between the principal building and any public street.
- e. *Fall radius.* Each wind energy system must be set back a minimum distance of 110 percent of the total system height from any property line, right-of-way, or public or private easement where above ground structures or utility lines exist, or are likely to exist, without proof of the lawful consent of the easement owners.
- f. *Vertical ground clearance.* The blade tip of any wind energy system must, at its lowest point, have a ground clearance of no less than 25 feet, as measured at the lowest point of the arc of the blades.

2. *Requirements.*

- a. *Certification.* All wind energy systems must be approved under an Emerging Technology program, such as the California Energy Commission, IEC, or any other small wind certification program recognized by the American Wind Energy Association (AWEA) or the U.S. Department of Energy.
- b. *Survival wind speed.* All wind energy systems and associated components, including, but not limited to, generator, rotor blades, or other components and covers, must be constructed of materials and be installed to meet or exceed the minimum wind resistant construction standards of the Texas Department of Insurance Wind Load Factors for the North Texas area and Article III of this code.
- c. *Controls and brakes.* All wind energy systems must have automatic and manual braking systems which engage at the maximum wind speeds allowable as designated for the type of wind energy system installed to prevent uncontrolled rotation and excessive pressure on the tower structure, rotor blades, and turbine components.
- d. *Maintenance.* The owner and operator of a wind energy system must maintain the system to manufacturer standards. All required periodic maintenance must be performed as recommended by the manufacturer.
- e. *Appearance.* All wind energy systems must maintain a non-reflective, white or off-white finish.
- f. *Signs.*
 - i. *Advertising.* Advertising or identification of any kind on wind energy conversion systems is prohibited.
 - ii. *Informational sign.* Each wind energy system must have a sign, not to exceed two square feet in area, posted at the base of the tower providing the following information:
 - (a) Electrical shock hazard or high voltage warning;

- (b) Manufacturer's name;
 - (c) Emergency phone number; and
 - (d) Emergency shutdown procedures.
 - g. *Wiring.*
 - i. *Storage.* All electrical wires and cables associated with a freestanding wind energy conversion system must be located on or within the tower in a manner that minimizes their visibility and must be installed in compliance with Article III of this Code.
 - ii. *Installation.* All transmission wires and cables must be installed underground and comply with Article III of this Code.
 - h. *Lighting.* Wind energy systems may not be artificially lighted, unless requested or required by the Federal Aviation Administration.
3. *Prohibition, nuisance abatement and decommissioning*
- a. *Prohibited models.* The following wind energy systems are prohibited in all zoning districts;
 - i. Guyed or latticed towers for small, medium, or large wind energy systems;
 - ii. Experimental, homebuilt, and prototype models.
 - b. *Shadow flicker.* Plans submitted for review with the building permit application must disclose how the property owner and operator shall minimize shadow flicker to any occupied building on or offsite, by limiting flicker effect to a maximum of two five-minute periods in one day.
 - c. *Signal interference.* The manufacturer or wind energy system representative must take into consideration the proposed location of the wind energy system and certify that the siting of the wind energy system will not interfere with any existing microwave communications links or existing fixed broadcast, retransmission, or reception antenna for radio, television, wireless phone, or other personal communication systems. Operation of wind energy systems must be discontinued if such interference occurs after the construction, until such time as the interference is mitigated for or eliminated.
 - d. *Sound emissions.*
 - i. *Residential sound limits.* The sound levels emitted from any wind energy system operation within, or adjacent to, any zoning district that authorizes residential use, may not exceed the noise standards in section 7.08.4.a;
 - ii. *Nonresidential sound limits.* The sound levels emitted from any wind energy system operation that is not located within, or adjacent to, any zoning district that authorizes residential use may not exceed the noise standards in section 7.08.4.a by more than ten dbA;
 - iii. *Sound level complaints.* It shall be unlawful for the owner of a wind energy system to cause or permit the system to produce sounds that:

- (a) exceed the limits set above in subsections 3.d.i or 3.d.ii;
 - (b) are considered tonal, vibrational, mechanical, aerodynamic, frequent, or continuous and exceed the limits set above in subsections 3.d.i. or 3.d.ii;
 - (c) interfere with the peaceful enjoyment of an adjacent property owner;
- e. *Security.*
 - i. *Ground clearance.* The bottom of the tower, measured from ground level to 15 feet above ground level, must be designed in a manner to discourage unauthorized climbing.
 - ii. *Access.* All access doors to wind turbine towers and electrical equipment must be lockable and remain locked at all times except while people are on the site of the tower performing maintenance or repair of the system.
 - iii. *Fencing.* Fencing of turbine areas may be required, at the discretion of the director, based upon site-specific safety concerns.
- f. *Public safety.* The proposed wind energy system must be designed and operated to protect public safety by measures that may include, but are not limited to, the following:
 - i. The proposed wind energy system must be designed, constructed, and operated so the public cannot come within close proximity to turbine blades and electrical equipment; and
 - ii. The proposed wind energy system must be designed, sited, constructed, operated, and maintained to prevent the structural failure of the system or blades that could endanger the public's safety.
- g. *Other properties.* The wind energy system or facility may not adversely affect the uses of adjoining and adjacent properties.
- h. *Wildlife resources.* The proposed wind energy system must be designed to reduce the likelihood of significant adverse effects on wildlife and wildlife habitat, particularly with regard to migratory birds and protected species.
- i. *Enforcement.*
 - i. *Safety.* Any wind energy system found to be unsafe by the city building official must be repaired by the owner not later than 60 days of receipt of the building official's notice to meet federal, state, local and manufacturer safety standards, and the standards of this section.
 - ii. *Notice.* If any wind energy system is not operated for at least a continuous period of six months because of operational difficulties or abandonment, the landowner shall provide the city the reasons for the operational difficulty or abandonment and provide a reasonable timetable for corrective action, or removal of the wind energy system as outlined under subsection 3.j, below, regarding decommissioning.

- iii. *Resolution.* If the director or designee deems the timetable for corrective action as unreasonable, the director or designee, may notify the landowner or operator, who shall remove the wind energy system not later than six months of receipt of notice from the director.
- j. *Decommissioning.*
 - i. *Useful life.* The wind energy system is presumed to be at the end of its useful life if no electricity is generated for a continuous period of six months.
 - ii. *Responsibility.* The property owner or operator shall, at their sole expense, complete decommissioning of the wind energy system not later than six months from the time it is determined that the wind energy system has met the end of its useful life as outlined in this subsection 3.j.
 - iii. *Required action.* Decommissioning must include removal of the entire wind energy system, including buildings, cabling, electrical components, and any other associated facilities.
 - iv. *Remediation.* Disturbed earth must be graded and re-seeded.
 - v. *Bonds.* At the city's request, the applicant shall post a bond for the costs of decommissioning the wind energy system at the end of its useful life.
- 4. *Application requirements.*
 - a. *Applications.* An application for approval of a wind energy system must include text and maps sufficient to show that the proposed wind energy system complies with the standards under this section. A site plan meeting the requirements of section 6.05 must be submitted in addition to the following:
 - i. The approximate generating capacity of the wind energy system.
 - ii. An estimate of the total on-site electrical demands.
 - iii. The name of the manufacturer and model being used.
 - iv. The height of the wind turbine to be constructed.
 - v. The phone number and name of a responsible person for the public to contact with inquiries and complaints throughout the life of the project.
 - vi. The exact location and orientation of each wind energy system within the site and the direction of the prevailing winds.
 - vii. The location and distance to neighboring residences, buildings, schools, churches, hospitals, or libraries to a distance of 500 feet.
 - viii. The location and distance to neighboring residences, buildings, schools, religious facilities, hospitals, or libraries to a distance of 500 feet.
 - (a) Design specifications of the wind energy system, including the tower, base, footings, and system components;

- (b) An engineering analysis and certification of each tower, showing compliance with Article III of this Code;
 - (c) Drawings that indicate the total finished wind energy system heights from the grade level prior to any modifications, including any engineered break points along the tower;
 - (d) The wind survival speed of the entire system, including turbine, rotor blades, covers, and other components;
 - (e) Data pertaining to the tower's safety and stability, including any safety results from test facilities; and
 - (f) A copy of the manufacturer's installation instructions.
 - (g) For building or structurally-mounted systems:
 - (i) The certified and sealed engineering plans prepared by a professional engineer registered in the State of Texas must show how the wind energy system will be installed for the portions of the structure proposed for use in the mounting the system.
 - (ii) The engineering plans must state and show that the proposed wind energy system is compatible with the portions of the mounting structure proposed for use.
 - (iii) The engineering plans must state that the wind energy system does not impose a safety hazard to the main structure, adjacent property, or their occupants.
- b. *Written statements and additional documentation.* In addition to the site plan, applications for all wind energy systems must include proof of the following in the form of written statements:
- i. A statement verifying that the small, medium, or large wind energy conversion system will be used solely for on-site consumption of electricity, and any additional energy produced above the total onsite demand can only be sold to an electrical utility that normally provides electrical power to the property;
 - ii. A statement from any architectural review board, property owners', or homeowners' association that the proposed system complies with association requirements and restrictions if applicable;
 - iii. A statement that the project site is, or is not, where air traffic may be a consideration affecting the installation of the system. (The applicant shall provide evidence of compliance with any applicable aviation regulatory requirements);
 - iv. Copies of all required applications for city, state, and federal permits and licenses;
 - v. Copies of all biological/environmental assessments performed for the project site, which may have been required by a federal or state government agency having jurisdiction of the property or the system;

- vi. Copies of any city, state, and federal permits, licenses, biological opinions, records of decision, memoranda of understanding, exemption, variance, or other authorization or approval related to the proposed wind energy project; and
- vii. Copy of the manufacturer's scheduled maintenance requirements for the proposed system.
- c. *Permit issuance.* Prior to receiving a building permit, electrical permit, or specific use permit for the wind energy system from the city, the applicant must show consideration of, and provide proof of compliance with the following:
 - i. Federal Aviation Administration (F.A.A.) Order JO 7400.2, "Procedures for Handling Airspace Matters Advisory Circular AC 70/7460-1K", and Title 14 Code of Federal Regulations (14 CFR) part 77, "Obstruction Marking and Lighting, Obstruction Standards," including, if required, filing Form 7460-1 with the F.A.A.
 - ii. All state laws regarding connection of the wind energy system to the state electrical grid, which proof shall include providing a copy of the "Application for Interconnection and Parallel Operation of Distributed Generation", as may be amended or replaced in the future, that has been fully executed and approved by the electric utility company that owns the electrical system to which the wind energy system will be connected.

L. Section 6.06.11 "Solar Panels" is renumbered as follows:

Sec. 6.06.11. - Solar panels.

An applicant's submittal for a building permit, and electrical permit, for locating a solar panel within the city must demonstrate compliance with the following standards.

- 1. Location and design requirements.
 - a. Solar panel systems shall be allowed as an accessory use in all zoning districts.
 - b. Rooftop installations.
 - i. Solar panels may be installed on the roof of any primary structure or permitted accessory structure (such as a patio cover or storage building), subject to verification of structural load requirements.
 - ii. Solar panel systems shall not directly face any public street regardless of screening.
 - iii. Roof mounted solar panel systems shall not extend past the roofline and shall be mounted parallel with the existing slope of the roof system.
 - iv. On a flat roof, solar panels shall not exceed the height requirement for the zoning district in which it is located, and shall be screened as rooftop mechanical from the public right of way as required by this Code.
 - c. Ground-mounted installations.

- i. Solar panel systems shall be located behind the front building line and shall meet all applicable building setback provisions for accessory structures.
- ii. Panels and equipment shall be separated from public view on all sides by a solid fence or wall.

2. *Additional requirements.*

- a. *Permit requirements.* All solar panel systems shall be in compliance with the current adopted International Building Code and International Fire Code, as amended.
- b. *Glare.* A solar panel shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. A solar panel system, or any component thereof, that creates glare or reflection onto adjacent properties or roadways is determined to constitute a nuisance. If a solar panel system or any component thereof is deemed to constitute a nuisance or a safety hazard, the city has the authority to require the owner to remove, redesign or screen the solar panels to the extent necessary to eliminate the glare onto the adjacent property or roadway.
- c. *Maintenance.* The owner of the property with a solar panel system shall maintain the system so that it does not create a safety issue for surrounding property owners. Solar panels that are not in use shall be disengaged so as to prevent accidental electrical charges to property or persons.

M. Section 6.06.13 “Urban Residential” is renumbered as follows:

Sec. 6.06.13. - Urban residential.

Urban residential dwelling uses shall be subject to the following additional development and use regulations:

1. *Base zoning.* Urban residential uses shall comply with the use and development regulations applicable to the development of a multi-family residential district except as provided in this section or the development and use regulations of a planned development zoning district.
2. *Mixed-use integration.* Urban residential projects shall be integrated at the time of construction within mixed-use developments. Residential units may be located in separate freestanding buildings or may be combined in multi-use buildings of multi-story design.
3. *One-bedroom minimums.* No less than 65 percent of the dwelling units shall be one-bedroom units.
4. *Access.* All dwelling units shall be accessed through an interior climate controlled corridor.
5. *Parking.* Not less than 70 percent of all parking spaces must be located in a parking structure or enclosed garage.
6. *Connectivity.* Pedestrian walkways shall connect all on-site common areas, parking areas, open space, recreational facilities and to adjacent uses within the mixed-use development.

7. *Retail component.* Where buildings face a public or private street or an active pedestrian area, the first floor shall be retail ready, and shall be constructed with minimum 14-foot-high ceilings and mechanical chases necessary for conversion to commercial uses.
8. *Architecture.* All buildings containing dwelling units shall be a minimum of three stories. Street-facing facades shall incorporate articulation and mix of color and materials consistent with the architectural style of the building to create diversity in the streetscape. All buildings are required to have consistent "four-sided" architectural treatments. Sloped roofs shall provide articulation, variations, parapets, gables, dormers or similar architectural elements to screen the roof and to break up the massiveness of the roof.

N. Section 6.06.14 "Townhomes" is renumbered as follows:

Sec. 6.06.14. - Townhomes.

Townhome developments shall be subject to the following additional development and use regulations:

1. *Base zoning.* Townhome uses shall comply with the use and development regulations applicable to the development of a townhome residential district ("TH") except as provided in this section or the development and use regulations of a planned development zoning district.
2. *Units.*
 - a. No more than six dwelling units shall be attached in one continuous row or group.
 - b. No dwelling unit shall be constructed above another dwelling unit.
3. *Lot design.* Townhome developments shall be developed with units that face a public street or an open space in accordance with the following:
 - a. Dwelling units that front a public street shall be developed subject to the following:
 - i. On-street parallel parking spaces are required. On-street spaces complying with the minimum dimensional requirements of this code may be counted in satisfying the minimum number of visitor parking spaces required for the development.
 - ii. Trees are required to be planted in tree planting areas not less than nine feet wide located between the curb and sidewalk. Trees may be planted in landscaping bump-outs located between parallel parking spaces and having a minimum size of nine feet by ten feet. No utilities shall be located in the tree planting area.
 - iii. A utility and pedestrian access easement not less than ten feet wide must be located between the tree planting area and townhome but no closer than five feet from any structure, including any porches, steps or stoops, extending from the front of the dwelling unit. The width of this easement may need to be increased to accommodate utility depth requirements.
 - iv. All franchise utilities and telecommunication facilities shall be located in easements located within the rear (alley side) of the dwelling units.
 - v. Front-loading garages are prohibited.

- vi. Rear access driveways shall be either 20 feet in length or longer or six feet in length.
- vii. No fence shall be located closer to an alley than the face of the garage or within a utility easement.
- b. Dwelling units that front an open space shall be developed subject to the following:
 - i. The open space shall be not less than 30 feet wide. The depth of any required front yard shall not be counted in determining the required width of an open space.
 - ii. Required trees shall be planted in the open space in lieu of a tree planting area.
 - iii. Pedestrian access easements in which sidewalks must be constructed, must be dedicated across the open space and/or front yards.
 - iv. Driveways shall be not less than 20 feet in length.
 - v. Paved alleys not less than 24 feet wide are required.
 - vi. City-owned utilities must be located in easements dedicated outside the alley pavement.
 - vii. Franchise utilities and telecommunication facilities shall be located in the front of each dwelling unit in an easement the width and location of which does not reduce the required usable open space width.
 - viii. Franchise utilities and telecommunication facilities may not be located in the rear of the dwelling units unless located in a separate easement that does not conflict with city-owned utilities.
 - ix. No fence shall be located closer to an alley than the face of the garage or within a utility easement.

4. *Parking.*

- a. An attached garage containing two parallel (not tandem) spaces must be constructed with each dwelling unit.
- b. Visitor parking spaces shall be constructed subject to the following:
 - i. One visitor parking space must be constructed for every two dwelling units constructed within the development with a driveway 20 feet in length;
 - ii. One and one-half visitor parking spaces must be constructed for every two dwelling units constructed within the development with a driveway six feet in length;
 - iii. No dwelling unit shall be located more than 100 feet from a visitor space; and
 - iv. On-street or off-street spaces, excluding driveways, may be counted toward required visitor parking spaces.

5. *Setbacks.*
- a. *Front yards.* Where a dwelling unit fronts an open space, for the purpose of determining the required front yard setback, the distance shall be measured from the common line between the lot and the open space and the main building line as provided in this section.
 - i. Minimum 15 feet.
 - ii. No above ground utility and telecommunications equipment, including but not limited to meters, transformers, utility boxes and heating/air conditioning units, shall be placed in the front yard, except electric and gas meters that are attached to the building.
 - b. *Rear yards.*
 - i. Minimum ten feet; except where garages are accessed with six-foot-long driveways, in which case the setback shall be six feet.
 - ii. All above ground utility and telecommunications equipment, including but not limited to meters, transformers, utility boxes and heating/air conditioning units, shall be placed adjacent to, or attached to, the building.
 - c. *Side yards.*
 - i. Minimum 12 feet between buildings.
 - ii. Minimum 15 feet if adjacent to a street or alley.
6. *Trees.* For all streets within the development, shade trees shall be planted in the tree planting area required by Section 6.06.14.3., Lot Design, at a ratio of one tree for every 30 linear feet of street frontage. Trees shall be planted a minimum of 30 feet apart on center. Root barriers and similar planting standards shall be required unless the proximity of tree root systems to existing or proposed utilities and other improvements is in the opinion of the director of engineering or designee not likely to interfere with or cause damages to such utilities or improvements without such protection.
7. *Open space.* Open space areas must be evenly distributed, centrally located and easily accessible. All lots must be located within 1,320 feet of usable open space as measured along a street or trail. Open space shall have no dimension of less than 15 feet. Lots shall not back to open space.
8. *Architecture.* Townhome buildings shall be designed to comply with the following:
- a. Building and roof lines must have horizontal and vertical articulation on all walls facing or adjacent to a street or public open space. Building facades shall be designed to reduce the uniform monolithic scale and appearance of large unadorned walls, while providing a more pedestrian-oriented design and visual interest through the use of detail and scale and fenestration (i.e., character and interrelationships of facade design components including windows, doors, and roof design).
 - b. All living units must have an individual identity which is to be achieved by a combination of some of the following:

- i. Varying building unit height.
- ii. Varying building unit forms.
- iii. Varying roof pitch and pitch directions.
- iv. Addition or deletion of patio and patio walls.
- v. Staggering of exterior walls.

O. Section 6.06.15 “Mobile Food Establishments” is renumbered as follows:

Sec. 6.06.15. - Mobile food establishments.

This section establishes regulations for operating various mobile food establishments within the city. Mobile food establishments may only operate in accordance with the following:

1. *Definitions.* As used in this section 6.06.15, the following words and phrases shall have the following meanings unless the context clearly indicates as different meaning:
 - a. *Food truck park* means one or more lots or parcels of land where three or more mobile kitchens congregate to offer food or beverages for sale to the public as the principal use of the land.
 - b. *Food truck site* means an existing, developed site where a mobile kitchen operates as an accessory use to the primary active business located on the same site.
 - c. *Mobile construction site food vehicle* means a vehicle with no or limited kitchen facilities that carries prepackaged food or non-prepackaged foods prepared at an approved commissary that contains no potentially hazardous food, as defined by Code chapter 6, article VIII, division 2, and services only active construction sites.
 - d. *Mobile food establishment* means a vehicle-mounted food establishment designed to be readily moveable that is equipped with food preparation equipment and includes vehicles in which food is prepared on site. Mobile food establishments include mobile kitchens, mobile construction site food vehicle, mobile ice-cream/frozen dessert vehicle and non-motorized food vending carts. Mobile food establishments do not include restaurant delivery and catering vehicles.
 - e. *Mobile food trailer* means a mobile kitchen that serves food or beverages from an enclosed, self-contained, non-motorized vehicle that is normally pulled behind a motorized vehicle.
 - f. *Mobile food truck* means a mobile kitchen that serves food or beverages from an enclosed, self-contained, motorized vehicle.
 - g. *Mobile ice cream/frozen dessert vehicle* means a motorized vehicle that normally contains a commercial freezer in which all products for sale are prepackaged and frozen.
 - h. *Mobile kitchen* means a motorized vehicle or tow-behind trailer equipped with kitchen facilities such as plumbing, hot water supply, mechanical refrigeration, cooking equipment, and dry goods storage used for the preparation and sale or service of food and beverages. Customer service is provided at a counter or window in the vehicle.

Mobile kitchens may include, but are not limited to, mobile food trucks and mobile food trailers. Mobile kitchens shall not include individual non-motorized vending carts, mobile construction site food vehicles or mobile ice cream/frozen dessert Vehicles.

- i. *Non-motorized vending cart* means a non-motorized vehicle that is normally propelled by the operator, contains products for sale that are prepackaged and/or frozen, and operates independent of any fixed food establishment.

2. *Authorized locations.*

- a. No person may serve food to the public from a mobile kitchen except at the following locations:
 - i. At a food truck site approved in accordance with section 6.06.15.3.
 - ii. At a food truck park approved in accordance with section 6.06.15.4.
 - iii. At the location of a temporary event that has received a temporary use permit in accordance with section 6.04.1.4.e.
 - iv. At an event hosted or sponsored by the city pursuant to a written agreement with the city.
- b. No person may serve food to the public from a mobile construction site food vehicle except at the following locations:
 - i. A construction site for which an active building permit has been issued by the city; or
 - ii. Property owned or leased by the United States, State of Texas, or Collin County on which active construction is occurring.
- c. Any person providing food to the public from a mobile ice cream/frozen dessert vehicle must operate in compliance with chapter 6, article VIII, division 2 of the Code of Ordinances, as amended, and Code of Ordinances section 8-65(i) through (l), as amended.
- d. A non-motorized vending cart may be operated only at a temporary event in accordance with a temporary use permit issued pursuant to section 6.04.1.4.e.

3. *Food truck sites.*

- a. The operator of a mobile kitchen may operate a food truck site upon receipt of a temporary food vendor permit in accordance with section 6.04.1.4.e, and in accordance with the requirements of this Code.
- b. Food truck sites may be established within:
 - i. The limits of any city park or city property pursuant to a written agreement with the city; and

- ii. In the following zoning districts or, unless otherwise expressly prohibited by the ordinance establishing the planned development, any planned development with the following base zoning:
 - (a) "CC" Corridor Commercial
 - (b) "SC" Shopping Center
 - (c) "LI" Light Industrial
 - (d) "O" Office
 - c. A Food truck site must be located on private property on which is located a permanent structure in which a business is operating in accordance with a certificate of occupancy. The operator of the food truck site must obtain and maintain written consent from the property owner or property manager and provide written proof thereof upon demand of the city.
 - d. Except for a mobile kitchen for which written consent has been granted by the owner or authorized representative of the restaurant or food establishment, no mobile food establishment shall sell or serve food to the public within 300 feet of any door, window or outdoor dining area of any existing restaurant or food service establishment.
 - e. Mobile kitchens and their customers shall not sell or consume food within any public street, public alley, driveway, or fire lane unless closed to through traffic pursuant to permit issued by the city authorizing such use.
 - f. Mobile kitchens may operate only during the business hours of the primary business on the property where the food truck site is located.
 - g. Access to restrooms available for use by operators, employees, and customers of a food truck site shall be provided no farther than 1,000 feet from the location of the mobile food establishment.
 - h. A mobile kitchen shall not be left unattended. Mobile kitchens shall not be stored at any location visible to the public when not in operation.
 - i. A mobile food establishment must be operated in compliance with the site plan and other conditions set forth in the approved temporary food vendor permit issued to the owner or operator of the mobile kitchen.
4. *Food truck parks.* Food truck parks may be located in the various zoning districts within the city in accordance with section 4.20.2, schedule of principal uses and section 4.20.4, schedule of principal uses—central business district, all applicable development requirements of this Code for the respective zoning districts, and the following:
- a. A site plan shall be approved in accordance with section 6.05 prior to locating any mobile kitchen on the property.
 - b. Permanent restroom facilities available to owners, operators, and customers of the mobile kitchens operating in the food truck park must be located within 1,000 feet of each location where a mobile kitchen may be parked.

- c. All vehicles, including mobile kitchens, shall be parked on an improved surface as defined in section 6-82 of the Code of Ordinances.
 - d. Electricity shall be provided with permanent outlets by way of a portable cord that complies with section 3.09 (National Electrical Code), as amended.
 - e. Any waste, liquid or solid, shall be disposed of safely and properly as per all associated local and state regulations. Trash service and receptacles shall be provided in accordance with city requirements.
 - f. A mobile kitchen cannot be left unattended or left on site overnight.
5. *Additional requirements.* Any person operating a mobile food establishment shall comply with the following:
- a. No person shall operate a mobile food establishment involving food products unless the vehicle used in the operation is constructed and operated in accordance with the chapter 6, article VIII, division 2 of the Code of Ordinances, as amended.
 - b. Any person operating any mobile food establishment shall ensure that all food preparation, cooking, service, or other food service related activities take place within the confines of the vehicle used in such operation.
 - c. Signs advertising a mobile food establishment and/or the menu of food and beverages sold from the food truck shall be limited to:
 - i. Signs permanently attached to the mobile food establishment; and
 - ii. One menu board sign with a sign face area of not greater than eight square feet, placed adjacent to the mobile food establishment on private property.
 - d. On request of the city, a mobile food establishment operator must be able to demonstrate that the mobile food establishment is moveable and operable;
 - e. A mobile food establishment operator shall not alter or modify a mobile food establishment or the premises adjacent to the mobile food establishment in a manner that would prevent the operation or mobility of the mobile food establishment.
 - f. The water supply for a mobile food establishment shall be from an internal water tank which must be filled from an external source when not in operation. Temporary connection of a mobile food establishment to a potable water source while in operation is prohibited.
 - g. Electricity for a mobile food establishment shall be from an internal or portable generator or an electrical outlet by way of connected to a portable cord in compliance with section 3.09 (National Electrical Code), as amended.
 - h. Service from a mobile food establishment through a drive through window is prohibited.
 - i. Mobile food establishment must be parked, situated and operated in a manner that does not restrict orderly and/or safe vehicular and/or pedestrian movements.

- j. Loudspeakers or loud noises of any kind for the purpose of attracting attention to a mobile food establishment are prohibited.
- k. No mobile food establishment operator shall operate a generator and/or vehicle motor which generates visible smoke, excessive noise, or excessive gasoline/diesel fumes.
- l. Unless provided by the operator of a food truck park, a mobile food establishment operator shall provide solid waste containers for customers to dispose of trash and food waste when the mobile food establishment is parked and food is being sold and served. All such solid waste containers and the solid waste collected therein shall be removed from the site by the mobile food establishment operator when leaving the site; provided, however:
 - i. If the operator of a food truck park is responsible for the disposal of waste generated from operation of the site and place in solid waste receptacle provided by said operator, the mobile food establishment operator shall be responsible for ensuring that all solid waste generated from the vendor's operations is placed in the provided receptacles before departing; or
 - ii. If there is a solid waste dumpster located on the food truck site or food truck park that is available for disposal of solid waste generated by the operation of a mobile food establishment, the mobile food establishment operator may dispose of the solid waste in said dumpster before departing the site.
- m. Mobile food establishments will not be allowed to touch, lean against or be affixed temporarily or permanently to any building structure, wall, tree, shrubbery or planting bed.
- n. Mobile food establishment operators shall not hang or display merchandise on trees, umbrellas, or walls, or sell from any other temporary structures located upon any public street, sidewalk, right-of-way or other public property.
- o. Where exigent circumstances exist and an Allen Police Officer, or other authorized officer of the city, gives notice to a mobile food establishment operator to temporarily move from a location, such mobile food establishment operator will not operate from or otherwise remain at such location. For the purpose of this paragraph, exigent circumstances shall include, but shall not be limited to, unusually heavy pedestrian or vehicular traffic; the existence of any obstructions at or near such location; a major event, festival, program or park activity; a fire; a parade or demonstration; construction activity, or other such event or circumstance that causes the site to become unsafe or unusable.
- p. Mobile food establishment operators shall only engage in the sale and service of food and beverages. The sale of other products or services from a mobile food establishment is prohibited, including but not limited to, tobacco products, alcoholic beverages, sexually explicit and/or drug related paraphernalia, obscene material, sales real estate and vacation packages, marketing and advertising activities, sales of tickets for events, any non-food vending, and other services or products not approved by the city prior to issuance of the permit.

SECTION 3. Article VII “Zoning Development Standards” of the Allen Land Development Code, is amended as follows:

A. Section 7.03.4 “Outdoor Lighting” Subsection 1 “General Standards,” Paragraph e. “Shielding” is amended by changing the phrase “Fully Shielded” to “Prohibited” where it appears following the phrase “Sodium Pressure” in the table in said Paragraph e.

B. Subsection 8 “Parking Lot and Loading Areas” in Section 7.03.4 “Outdoor Lighting” is amended to read as follows:

8. *Parking lot and loading area lighting.*

a. The mounting height of luminary fixtures shall not exceed the following:

Parking Area	Maximum Mounting Height
0 to 50 parking spaces	14 feet
51 to 200 parking spaces	20 feet
201 or greater parking spaces	25 feet

b. All parking lot and loading area lighting shall comply with the following requirements:

- i. Base cover and base, pole, light arm, and luminaire housing shall all be black, brown, forest green, gray, or other neutral color designed to be complementary to the overall design aesthetic of the development;
- ii. Light pole must be square straight steel, or other standard geometric shape with an anchor base;
- iii. Luminaire shall be generally rectangular or square in shape and have an approved fixture type as described in this Section 7.03.4; and
- iv. All lighting fixtures shall be fully shielded.
- v. All electric utility service facilities shall be underground.

C. Section 7.04.1 “Vehicle Parking” is amended as follows:

- (1) Changing the phrase “Church, Temple, or Rectory” to “Religious Facility” where it appears in Table 7.04.1; and
- (2) Changing the word “church” to “religious facility” where it appears in Paragraph b. of Section 7.04.1.2.

D. Section 7.04.2 “Off-Street Loading” Subsection 2. “Screening of Loading Areas” is amended by changing “SH 5” to read “Greenville Avenue” where it appears in Paragraph 2.

E. Section 7.07 “Fences and Walls” is amended as follows:

- (1) Paragraph a. of Subsection 2 “Construction of screening walls or visual barriers” is amended by deleting the phrase “Appendix F as well as”; and
- (2) Paragraph f. of Subsection 4 “Screening walls or visual barriers required” is amended by replacing the phrase “wrought iron” with the word “metal.”

- F.** Subparagraph v. of Section 7.08 “Performance Standards” Subsection 4, Paragraph a. “Noise” is amended to read as follows:

- v. The requirements of this section do not apply to:
 - a) Noises not directly under control of the property user.
 - b) Noises emanating from construction and maintenance activities during daytime hours.
 - c) Noises of safety signals, warning devices and emergency pressure relief valves.
 - d) Noises of properly maintained residential-type air conditioning, ventilating, heating devices, or pool equipment (if within sound levels specified by the manufacturer or similar to sound levels produced by equivalent, adjacent devices).

SECTION 4. Article VIII “Subdivision Regulations” of the Allen Land Development Code is amended as follows:

- A.** Section 8.03.3 “Preliminary Plat”, Subsection 2 “Preliminary Plat Submission” is amended by amending subparagraph xxii of Paragraph a “Contents” to read as follows:

- xxii. A note on the plat stating, "Only lots classified as Block X are considered open space. All open space and common properties shall be owned and maintained by a property/homeowners' association established in accordance with Allen Land Development Code Sections 8.20.2 and 8.20.4."

- B.** Section 8.04.4 “Final Plat” Subsection 2 “Required Information” is amended by amending Paragraph y to read as follows:

- y. A note on the plat stating, "Only lots classified as Block X are considered open space. All open space and common properties shall be owned and maintained by a property/homeowners' association established in accordance with Allen Land Development Code Sections 8.20.2 and 8.20.4."

- C.** Section 8.11 “Street Lights” is amended as follows:

- (1) Paragraph a, subparagraph v. of Subsection 1 “Thoroughfare street lights” is amended to read as follows:

- v. Mounted on a cast-in-place pole-base, as illustrated in the Engineering Standard Details, using a 14-inch bolt pattern for the anchor bolts. Mounting bolts shall be a breakaway type bolt.

- (2) Paragraph b of Subsection 1 “Thoroughfare street lights” is amended to read as follows:

- b. All thoroughfare fixtures shall have the following attributes:
 - i. Light Emitting Diode (LED) lamps, 250 watt equivalent. LED’s shall be a color of 3000K.

- ii. The use of cut-off optics is required to achieve a fully shielded (as defined in articles of this Code) light source. This requirement shall not be modified.
 - iii. Photometrics that minimize light pollution onto private property (at the ROW line) and provide an average intensity of one footcandle within the right-of-way. In the case of parkway installed lighting, forward-throw photometrics will be required. A photometric plan, signed and sealed by a licensed professional engineer, is required and shall be submitted to the engineering department for review.
 - iv. For shoebox installation, the fixture shall be powder-coated medium bronze and shall be Trastar Duralight JXM-ST Shoebox or approved equivalent.
 - v. In the case of cobra-head installation, finish shall be grey and shall be GE Evolve Series or equivalent.
 - vi. Light spacing shall be determined by Texas Licensed Professional Engineer.
- (3) Paragraph c of Subsection 1 “Thoroughfare street lights” is amended by amending Subparagraph vii to read as follows:
- vii. The control panel and all secondary service connections shall be fully enclosed in a vandal-proof controller cabinet (i.e. no Kindorff racks, where the components are exposed to the elements, will be permitted, in consideration of aesthetics and security). The controller cabinet shall have the following attributes:
 - (1) Illustrated on the construction drawings by a line diagram, signed and sealed by a licensed professional electrical engineer.
 - (2) Utilize a master photocell controller and relay-switch override.
 - (3) NEMA 3R enclosure, with drip edge and hinged door with lock. Lock shall match City of Allen standard key pattern.
 - (4) Mounted on an appropriate reinforced, concrete pad.
 - (5) If TXU or Oncor is the provider, the enclosure must include a Oncor or TXU -provided trans-socket. The trans-socket must remain intact when installed/integrated into the enclosure.
 - (6) The controller cabinet must be powder-coated green unless otherwise approved by the Director of Engineering.
- (4) Paragraph c, subparagraph iv. of Subsection 2 “Residential street lights” is amended to read as follows:
- iv. Mounted on a cast-in-place pole-base, as illustrated in Engineering Standard Detail, SD-P59, using a 14-inch bolt pattern for the anchor bolts. Mounting bolts shall be a breakaway type bolt.
- (5) Paragraph d of Subsection 2 “Residential street lights” is amended to read as follows:

- d. All residential fixtures shall have the following attributes (unless approved in writing by the director of engineering):
- i. Light Emitting Diode (LED) lamp intensity is based off pavement width as prescribed below. LED's shall have a color of 3000K.
 - ii. The use of cut-off optics is required to achieve a fully shielded (as defined in articles of this Code) light source. This requirement shall not be modified.
 - iii. Forward-throw photometrics should be considered to reduce light pollution onto private lots or property. A photometric plan, signed and sealed by a licensed professional engineer, is required when the street lighting plan is submitted for engineering department review.
 - iv. For shoebox installation, the fixture shall be powder-coated medium bronze and shall be Trastar Duralight –JXM-ST Shoebox or approved equivalent.
- (6) Paragraph e of Subsection 2 “Residential street lights” is amended by amending subparagraph iii, to read as follows:
- iii. A photocell is required at the top of the pole unless powered by a controller and will have a master photocell at the controller
- (7) Paragraph f of Subsection 2 “Residential street lights” is amended to read as follows:
- f. *Developer cost:* All residential street lighting shall be installed at the sole expense of the developer. Developers shall pay a fee to the City of Allen Engineering Department, which is estimated to be equal to the first two years (24 months) power consumption cost. The amount of the fee to be paid shall be determined by the following formula:

$$FA = 24 \times M \times F$$

Where:

FA = Fee amount.

M = Monthly charge per fixture (as determined by the Director of Engineering).

F = Number of light fixtures.

Residential Street Lighting Requirement Table					
Street Type, Paving Width (feet)	Light Source	Nominal Lamp Size (LED)(Watts)	Mounting Height (feet)	Max Spacing (feet)	Minimum Spacing (feet)
<32	LED	100 Equivalent	20	250	125
32 to 43	LED	150 Equivalent	20	250	150
44 Undivided <	LED	150 Equivalent	30	350	150

SECTION 5. Appendix A “Definitions” of the Allen Land Development Code is amended as follows:

A. The definitions for the phrases “Beer and Wine Package Sales,” “Church, Temple, or Rectory,” Dance/Martial Arts Studio,” and “Gymnastics Training Center,” and “Personal Service” are repealed and deleted.

B. The definition of the phrase “Personal Service Business” is amended to read as follows:

Personal service business means an establishment providing individual services related to personal needs directly to customers at the site of the business, or that receives goods from or returns goods to the customer that have been treated or processed at that location or another location. Specific use types include, but are not limited to: barbershop, beauty shop, tanning salons, permanent cosmetics, nail salons, educational instructional activities (e.g., tutoring), and dance and martial arts studios.

C. A definition for the phrase “Religious Facility” is added to read as follows:

Religious facility means a building used primarily for religious assembly and worship and those accessory activities which are customarily associated therewith, and the place of residence for religious personnel on the premises.

SECTION 6. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Allen and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the Allen Land Development Code, as amended hereby, which shall remain in full force and effect.

SECTION 8. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 9. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Allen Land Development Code, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 10. This ordinance shall take effect immediately from and after its passage and publication in accordance with its provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF AUGUST 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:726/2021:123647)

Shelley B. George, TRMC, CITY SECRETARY

July 20, 2021 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider the Proposed Amendments to the Allen Land Development Code relating to (1) Amending Section 4.06., "Changes and Amendments," by providing an expiration date for zoning applications and adding a paragraph relating to city council initiated zoning amendments; (2) Amending Sections 4.08.19, 4.15.1.1, 6.04.1.4, 6.06.9, 6.06.10, and 7.04.1.2 by changing the word "church" to "religious facility" wherever such word appears in said sections; (3) Amending Section 4.10., "Residential accessory use regulations," by amending regulations to remove building permit requirements for accessory structures less than 120 square feet and providing additional setback requirements for structures greater than 400 square feet or greater than 15 feet in height; (4) Amending Article IV, "Zoning Regulations," to add Section 4.11., "Commercial accessory use regulations;" (5) Amending Section 4.15.1, "General height and area provisions," by amending regulations clarifying certain setbacks; (6) Amending Section 4.15.2., "Schedule of residential height and area regulations," to correct a scrivener's error; (7) Amending Section 4.20.2, "Schedule of Principal Uses," by removing the uses "Beer & Wine Package Sales" "Beer & Wine Package Sales With Greater Than 50% Revenue From Beer & Wine" and "Dance/Martial Arts Studios" and changing "Church, Temple or Rectory" to read "Religious Facility" where it appears; (8) Amending Section 4.20.3., "Schedule of accessory uses," by removing "Gymnastics/Dance Studio" use and adding "Personal Service Business" use; (9) Amending Section 4.20.4, "Schedule of principal uses—Central business district," by changing the word "Church" to read "Religious Facility", adding "Fitness and Health Center" as a use, adding "Personal Service Business" as a use, and changing the phrase "Restaurant/Private Club" to read "Private Club"; (10) Amending Section 4.20.5, "Schedule of accessory uses - central business district," by amending the use "Fitness and Health Center" to provide additional regulations, and by adding "Personal Service Business" as a use; (11) Amending Section 6.01.1., "Purpose of specific use permits," by to provide that a specific use permit constitutes a zoning amendment; (12) Amending Section 6.03.6., "Restaurants with food and beverage certificates—Permit process," by changing "planning and development department" to read "community development department"; (13) Repealing Section 6.03.8., "Beer and Wine Package Sales—Regulations"; (14) Repealing Section 6.03.9., "Beer and Wine Package Sales Permit Process"; (15) Amending Section 6.04.1.4, "Types of temporary use permits," by amending paragraph a. "Seasonal sales" removing regulations pertaining medical screening to a new paragraph h., and by amending paragraph d. "Temporary event" to provide clarifications regarding its application to parking lot sales; (16) Amending Section 6.06.8., "Outdoor storage and display," by amending regulations pertaining to donation boxes; (17) Amending Section 7.03.4., "Outdoor lighting," to prohibit high pressure sodium lamp types and permit additional types of parking lot lighting elements; (18) Amending Table 7.04.1 in Section 7.04.1. "Vehicle parking," by changing "Church, Temple or Rectory" to read "Religious Facility"; (19) Amending Section 7.04.2., "Off-

street loading," by changing "SH 5" to read "Greenville Avenue"; (20) Amending Section 7.07. "Fences and walls," by deleting the reference to "Appendix F" in subsection 2.a, and changing "wrought iron" to read "metal" in subsection 4.f.; (21) Amending Section 7.08., "Performance standards," by adding subparagraph 4.a.v.d) to exclude certain residential devices from the requirements of Section 7.08.4.a.; (22) Amending Section 8.03.3 "Preliminary plat," by amending the text of certain required plat notes relating to open space; (23) Amending Section 8.03.4., "Final plat," by amending on the text of certain required plat notes relating to open space; (24) Amending Section 8.11., "Street lights," by amending regulations relating to the types permitted and prohibited streetlight fixtures and related design and installation regulations; (25) Amending Appendix A, "Definitions," by deleting the definitions for the phrases "Beer and Wine Package Sales," "Church, temple or rectory," "Dance/martial arts studio," "Gymnastics training center," and "Personal service," amending the definition of "Personal service business," and adding a definition for "Religious facility"; (26) Renumbering and/or reformatting Sections 6.06.2., 6.06.3, 6.06.8, 6.06.10, 6.06.11, 6.06.13, 6.06.14, 6.06.15, without changing any text except as otherwise stated in this caption.

Mr. Kurbansade, Director of Community Development, presented the item to the Commission.

Mr. Kurbansade stated that staff is in support of the agenda item.

Chair Trahan opened the public hearing.

With no one speaking, Chair Trahan closed the public hearing.

Motion: Upon a motion by Commissioner Ogrizovich, and a second by 2nd Vice-Chair Metevier, the Commission voted 5 IN FAVOR, and 0 OPPOSED to recommend approval of the proposed amendments to the Allen Land Development Code. The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 2nd Vice-Chair
Jeff Burkhardt
John Ogrizovich
Michael Smiddy

Absent:

Stephen Platt, Jr., 1st Vice-Chair
Elias Shaikh

Sec. 4.06. - Changes and amendments.

~~Under the provision of V.T.C.A., Local Government Code § 211.001 et seq., the city council by their own initiative may from time to time amend, supplement or change the boundaries of the districts or the regulations herein established.~~

1. Application. Each application for zoning or for an amendment or change to the existing provisions of this Code shall be made in writing on an application form available from the city and shall be accompanied by payment of the fees required in the fee schedule adopted by resolution of the city council. If no progress is made toward completion the application within two years following acceptance of the application, then the application shall be deemed expired and subsequently withdrawn from consideration. Progress toward completion shall be defined in Section 245.005 of the Texas Local Government Code, as amended.

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12. The city council may from time to time on its own initiative amend or change the boundaries of the districts or amend the regulations set forth in this Code or otherwise established by City ordinance.

Sec. 4.08.19. - "CBD" central business district.

1. *Purpose.* The central business district is the oldest urban area within the city. ~~The central business district~~ and has played an important role in serving the city as a unique neighborhood containing local businesses, ~~churches~~ religious facilities, and housing. Existing development in the central business district has aged, experienced some deterioration, and, as a result, needs revitalization and redevelopment. The central business zoning district has been designed to aid in revitalization and redevelopment that is compatible with and which will serve to preserve the character of the central business district and enhance the city. The purpose of the central business district is to:

- a. Provide for a diversity of pedestrian-oriented retail office, residential and mixed uses indicative of an urban center. Housing should be considered a desirable activity in the district.
- b. Provide a venue for artists, musicians and other entertainment businesses and serve as a community center and gathering place.
- c. Create a lively day and night urban environment for residents, workers and visitors through the integration of a range of uses, building types and open space.
- d. Produce a quality environment by combining inviting streetscapes and excellence in building design.
- e. Increase property values and stimulate development with strategically placed civic features such as parks, medians, street trees, and public art.

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Sec. 4.10. - Residential accessory use regulations.

1. General. The standards in this Section 4.10 shall apply to all single-family residential zoning districts.
2. Accessory structures.
 - a. Building permits. No person shall install or construct an accessory structures with a floor area of greater than 120 square feet ~~without first obtaining a building permit issued by the City.~~
 - b. -Engineered Floors. Notwithstanding paragraph 2.a., above, a building permit shall be required prior to construction of an accessory structure that is required pursuant to one or more of the codes adopted pursuant to Article III to be constructed with a permanent and/or engineered foundation.
 - c. Compliance with Lot Coverage Limits. The cumulative area of all accessory structures located on a single-family residential lot and the area of the main structure located on the same lot shall not exceed the maximum lot coverage permitted in the zoning district.
 - d. Setbacks.
 - i. Front yard. ~~An attached accessory structure shall have a front yard not less than the main building.~~ A detached accessory structure must be located in the rear yard or in the area of a side yard 20 feet behind the front building setback line ~~facade.~~
 - ii. Side and rear yards. The required side and rear yard for any detached accessory structure is three feet from any side or rear lot line, except as follows:
 - a) If no alley exists, the rear yard shall not be less than five feet from the rear lot line.
 - b) No accessory structure shall be located within any ~~dedicated easement~~ affecting the lot as recorded in the Official Public Records of Collin County, Texas.
 - c) A garage entered from an alley or side street shall be set back from the side street or alley ~~a minimum distance~~ not less than ~~of~~ 20 feet.
 - d) An accessory structure with an area greater than 400 square feet shall comply with the side and rear setback requirements applicable to the primary structure in the underlying zoning district.
 - iii. Accessory structure height greater than 15 feet. An accessory structure with a height greater than 15 feet shall comply with the setback

requirements applicable to the primary structure or the setbacks set forth in paragraphs d.i. and d.ii, above, whichever is more restrictive.

- ~~i.~~iv. Maximum height of accessory structures. At no point shall the height of the accessory structure exceed the height of the primary structure or the maximum height of allowed for buildings constructed in the underlying zoning district, whichever is less.

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Sec. 4.11. - Commercial accessory use regulations.

1. Accessory buildings and structures located on property developed for one or more non-residential uses are considered commercial buildings and shall obtain all necessary permits and inspections and abide by all applicable codes. Modular storage units, portable on demand storage containers, donation bins, and drop off bins/trailers are considered accessory structures and shall not be installed or constructed prior to the issuance of a building permit by the city.
2. An accessory structure located on property developed for one or more non-residential uses shall not be placed such that it conflicts with site features such as fire lanes, landscape buffers, required parking, or other identified features deemed pertinent during the permit review process.

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Sec. 4.15.1. - General height and area provisions.

1. *Height.*
 - a. Cooling towers, roof gables, chimneys, ~~and~~ vent stacks, and citizens band (CB) antennae may extend ~~for an additional height not to exceed~~ up to an additional ten feet above the maximum allowable roof height.
 - b. Water standpipes and tank, ~~church~~ religious facility steeples, domes and spires, ~~and~~ school buildings, and institutional buildings may be erected to exceed three stories or 45 feet in height, provided that one additional foot shall be added to the width and depth of front, side and rear yards for each foot that such structures exceed the maximum height.

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3. *Side yards abutting collectors or thoroughfares.*
 - a. Any residential side yard abutting a collector or thoroughfare street, including corner lots and lots located on culs-de-sacs, shall have a side yard setback of not less than 25 feet. ~~This applies to corner lots and lots located on culs-de-sac abutting collectors or thoroughfares.~~
 - b. ~~No accessory building or structure may be erected within three feet of any rear or side property line, or be located within any public or private easement.~~

4. *Rear yards.*

Any residential rear yard abutting a major thoroughfare requires a 15-foot rear yard setback, in addition to the rear yard ~~set back~~setback required by section 4.15.2 of this Code.

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Sec. 4.20.2. - Schedule of principal uses.

RESIDENTIAL USES													TYPE OF USE	NON-RESIDENTIAL DISTRICTS												
R1	R1.5	R-2	R-3	R-4	R-5	R-6	R-7	2F	TH	MF12	MF18	MH		AO	GO	O	LR	SC	LC	GB	CC	IT	LI	HI	CF	
													ACID MANUFACTURE											X		
...																										
													BEER & WINE PACKAGE SALES				X	X			X					
													BEER & WINE PACKAGE SALES WITH GREATER THAN 50% OF REVENUE FROM BEER & WINE				S	S			S					
...																										
X	X	X	X	X	X	X	X	X	X	X	X	X	CHURCH/RELIGIOUS FACILITY, TEMPLE OR RECTORY	X	X	X	X		X	X	S	S	X	X	X	
...																										
													DANCE/MARTIAL ARTS STUDIOS				X	X	X	X	S					
...																										

...

Sec. 4.20.3. - Schedule of accessory uses.

RESIDENTIAL USES													TYPE OF USE	NON-RESIDENTIAL DISTRICTS												
R1	R1.5	R-2	R-3	R-4	R-5	R-6	R-7	2F	TH	MF12	MF18	MH		AO	GO	O	LR	SC	LC	GB	CC	IT	LI	HI	CF	
										X	X		ADULT DAY CARE			S	X		X	X					X	
...																										
													AUTOMOTIVE REPAIRS, MAJOR										X	X	✕	
...																										
													GYMNASTICS/ DANCE STUDIO		✕	✕								✕	✕	
...																										
													<u>PERSONAL SERVICE BUSINESS</u>				<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>					
...																										

...

Sec. 4.20.4. - Schedule of principal uses—Central business district.

	Central Business District	COMMENTS
ADULT DAY CARE	S	
AMUSEMENT, COMMERCIAL (INDOOR)	X	
AMUSEMENT, COMMERCIAL (OUTDOOR)	S	
ANTIQUE SHOP	X	
ARTISANS AND ARTIST STUDIO	X	
ASSISTED LIVING	S	
BAKERY OR CONFECTIONERY	X	
BANKS AND FINANCIAL INSTITUTIONS	S	
BED & BREAKFAST	X	
BICYCLE SHOP/REPAIR SER.	S	
BOOK, CARD OR NOVELTY SHOPS	X	
BUS STATIONS/TERMINALS	S	
CARPENTRY, PAINTING SHOP	S	
CATERING	X	
<u>CHURCH/RELIGIOUS FACILITY</u>	X	
COLLEGE OR UNIVERSITY	X	
COMMUNITY CENTER	S	
CONVALESCENT CENTER OR NURSING HOME	S	
DAY CARE FACILITY	S	
DRUG STORE OR PHARMACY	X	
DWELLING, SINGLE-FAMILY (ATTACHED)*	S	*Townhomes
DWELLING, URBAN RESIDENTIAL	X	
FABRICS OR NEEDLEWORK SHOP	X	
FARMERS MARKET	S	
<u>FITNESS AND HEALTH CENTER*</u>	<u>X</u>	<u>*Less than 5,000 sq. ft.</u>
FLORIST/PLANT STORE	X	
FOOD SERVICE	S	
FOOD TRUCK PARK	S	
FRATERNAL ORG., LODGE, CIVIC CLUBS	S	
GARAGE, PUBLIC PARKING	X	
GROCERY*	X	*Less than 10,000 sq. ft.

HARDWARE STORE	S	
LAUNDRY/DRY CLEANING, PICK-UP ONLY	X	
MASS TRANSIT COMMUTER PICK-UP	S	
MASSAGE ESTABLISHMENT	X	
MEDICAL CLINIC	S	
MEDICAL OR DENTAL OFFICE	X	
MICRO BREWERY	X	
MUSEUM, LIBRARY, ART GALLERY (PUBLIC)	X	
OFFICE USE	X	
PARK OR PLAYGROUND (PUBLIC)	X	
<u>PERSONAL SERVICE BUSINESS</u>	<u>X</u>	
PRINTING OR NEWSPAPER ESTABLISHMENT	S	
PUBLIC SERVICE FACILITY	X	
RADIO OR TV BROADCAST STUDIO	X	
REAL ESTATE SALES OFFICE (TEMP.)	T	
RECREATION CENTER (PUBLIC)	X	
RESTAURANT (NO DRIVE-IN OR THROUGH)*	X	*Includes sidewalk cafes
RESTAURANT /PRIVATE CLUB*	X	*Less than 50 <u>40</u> % food sales
RETAIL STORE	X	
SIGN SHOP	S	
SPECIALTY/HEALTH FOODS	X	
STUDIOS*	X	*Art & Music studios and galleries, may include teaching
THEATER*	X	*Live theater only
VETERINARY HOSPITAL, ANIMAL CLINIC OR ANIMAL BOARDING FACILITY	S	

Sec. 4.20.5. - Schedule of accessory uses central business district.

Section 4.20.5 Schedule of Accessory Uses Central Business District	Central Business District	COMMENTS
DAY CARE FACILITY	X	
FITNESS AND HEALTH CENTER	X	<u>*Less than 5,000 sq-ft</u>
FLORIST	X	
LAUNDRY, SELF-SERVICE	X	
LAUNDRY/DRY CLEANING, PICK-UP ONLY	X	
MASS TRANSIT COMMUTER PICK-UP	X	
<u>PERSONAL SERVICE BUSINESS</u>	<u>X</u>	
SWIM OR TENNIS CLUB	X	

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Sec. 6.01. – Specific use permits.

Sec. 6.01.1. - Purpose of specific use permits.

A specific use permit allows uses compatible with other permitted uses, provided the uses ~~meet~~ comply with the specific criteria established by the city under this section.

The city council may, by an affirmative vote, after public hearing and proper notice to all parties affected, in accordance with state law, and after recommendation from the planning and zoning commission, that the use is in general conformance with the comprehensive plan of the city, and containing such requirements and safeguards as are necessary to protect adjoining property, authorize the granting of a specific use permit.

Every specific use permit granted pursuant to this Code constitutes an amendment to the zoning regulations applicable to the property for which the specific use permit is granted and shall remain applicable to such property so long as all conditions imposed at the time of granting said permit continue to be satisfied, the use for which such specific use permit is granted continues, and no substantive change in the use of the property occurs.

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Sec. 6.03. - Private clubs and businesses with alcoholic beverage sales.

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Sec. 6.03.6. - Restaurants with food and beverage certificates—Permit process.

The permit process is as follows:

1. The applicant will have to request an alcoholic beverage permit and a food and beverage permit from the Texas Alcoholic Beverages Commission.
2. The Texas Alcoholic Beverages Commission will direct the applicant to obtain verification of zoning wet/dry location, and distance separations, from the city.
- 1.3. This request will be accepted by the department of ~~planning and development~~community development, which will verify wet/dry location, zoning, and distance separation, and forward to the city secretary for certification.

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~~Sec. 6.03.8. - Beer and wine package sales—Regulations.~~

~~Establishments conducting beer and wine package sales shall be subject to the following:~~

1. ~~Permitted by right as indicated in the section 4.20.2 if the property was within the city limits as of May 15, 2004 or annexed before November 15, 2006.~~
2. ~~A specific use permit (conditional) is required for any establishment that derives more than 50 percent of its revenues from the sale of beer and/or wine and is permitted as indicated section 4.20.2.~~
3. ~~Beer and wine package sales may provide inside service only with no drive-in, curb service, drive-through service, or outdoor service, of any kind.~~
4. ~~The following distance separation criteria are effective for beer and wine package sales establishments:~~
 - a. ~~Cannot locate closer than 300 feet to a church religious facility or hospital. The measurement of the distance between the place of business where alcoholic beverages are sold and the church religious facility or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.~~
 - b. ~~Cannot locate closer than 300 feet to a school (public or private). The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:~~
 - i. ~~in a direct line from the property line of the public or private school to the property line of the place of business and in a direct line across intersections; or~~
 - ii. ~~if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.~~
5. ~~Upon written request, the city shall be provided with copies of appropriate reports submitted to state agencies not later than 30 days after the end of each quarter for which the report relates as well as, any other information that may be required by the city to determine compliance with any required alcoholic beverage/food ratio.~~

6. ~~The city may audit the average of combined sales as reflected on the reports submitted pursuant to paragraph 5., above, for the most recent two quarters to determine if the sale of alcoholic beverages exceeds the maximum allowed percentage specified in the specific use permit (conditional) or this section for the review period. If the ratio of alcoholic beverage sales to food sales exceeds the maximum allowed, the business shall have the next two consecutive quarters following the review period to bring the average ratio into compliance with city ordinances. If at the end of two next quarters, the ratio is still not in compliance with city ordinances, the council, after notification and hearing, may revoke the specific use permit (conditional).~~

Sec. 6.03.9. ~~Beer and wine package sales permit process.~~

~~The permit process is as follows:~~

1. ~~The applicant will have to request a beer and wine permit from the Texas Alcoholic Beverages Commission.~~
2. ~~The Texas Alcoholic Beverages Commission will direct the applicant to obtain verification of zoning, wet/dry location, and distance separation from the city.~~
3. ~~This request will be accepted by the department of planning and development, which will verify wet/dry location, zoning, and distance separation, and forward to the city secretary for certification.~~
4. ~~A zoning application must be completed to initiate the special use permit process for an establishment that derives more than 50 percent of its revenues from the sale of beer and/or wine.~~

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Sec. 6.04.1. - Temporary use permit applications.

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4. *Types of temporary use permits.*

- a. *Seasonal sales.* Temporary sales of seasonal products such as firewood, plants, fruits, vegetables, and similar items or products may be allowed during their normal and generally accepted season, and subject to the following provisions:
 - i. Issuance of permits for temporary outdoor sales of seasonal products shall be limited to areas zoned for retail or commercial uses.
 - ii. Where an existing business is operating in accordance with a certificate of occupancy, the area for display shall be no more than 200 square feet, being generally square or rectangular in shape, with a maximum length of 25 feet and a minimum width of eight feet. Examples would be ten feet by 20 feet, or eight feet by 25 feet.
 - ~~iii. This section does not apply to temporary outdoor services such as mobile blood banks, mammography screening, eye screening, or similar medical services for humans.~~
 - iii. An application for a temporary use shall also include a true copy of the sales tax permit which designates the city as point of sale.

iv. Temporary sales of fruits and vegetables for off-premises consumption shall be allowed; however, the products must remain whole, and not be cut or opened in any manner.

b. *Christmas tree sales-* Temporary sales of Christmas trees during the normal and generally accepted season subject to the following provisions:

i. Issuance of permits for temporary outdoor sales of Christmas trees shall be limited to areas zoned for retail or commercial uses, or any ~~church~~ religious facility property.

ii. Sales may not begin prior to November 15.

iii. Sale site must be cleaned and vacated by January 1.

iv. The application for a temporary use permit shall also include a true copy of the sales tax permit which designates the city as point of sale.

v. A temporary use permit for Christmas tree sales shall be excluded from the maximum number of temporary use permits allowed under section 6.04.1.1.

c. *Carnival, circus, or fairgrounds* may be allowed provided the use conforms to all other provisions of this Code and the Code of Ordinances.

i. The term of a temporary use permit for a carnival, circus, or fairgrounds shall not exceed a maximum of five days.

ii. Issuance of permits for a carnival, circus or fairgrounds shall be limited to areas zoned for retail or commercial uses, or any ~~church~~ religious facility property.

d. *Temporary event.* Sporting events, philanthropic or religious events, community garage sales for charities, political rallies and similar activities may be allowed provided the use conforms to all other provisions of this Code and the Code of Ordinances. Parking lot sales may be allowed for the existing businesses holding a certificate of occupancy for the site. An event is not considered a parking lot sale if no point of sale occurs onsite and the event is not for the express purpose of generating sales.

i. Issuance of a permit for a temporary event pursuant to this paragraph d. shall be limited to areas zoned for non-residential uses.

ii. The term of a temporary use permit issued pursuant to this paragraph d. for a temporary event shall not exceed 15 days.

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h. *Uses Excluded.* This section does not apply to temporary outdoor services such as mobile blood banks, mammography screening, eye screening, or similar medical services for humans.

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Sec. 6.04.2. - Temporary buildings.

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~~2.4. Church Religious or school use~~ Temporary accessory buildings for school use. Temporary accessory buildings for ~~church religious~~, public or private school use are subject to the following conditions:

- a. Temporary accessory buildings for ~~church religious~~, private or public school use constructed of alternate exterior building materials are allowed by permit by the director for a maximum of 24 months. Thereafter, the permit may be renewed by the city council on an annual basis for additional periods of 12 months each if active preparation and/or efforts have or are being taken in completion of the development which necessitated the temporary accessory buildings.
- b. The director may approve an alternate exterior building material ~~if~~ of noncombustible construction and in accordance with the city's building code and fire prevention code. Metal exterior walls shall be compatible in color with the principal building and existing surrounding structures. If the walls are metal, the use of corrugated panels is prohibited; profile panels, deep ribbed panels and concealed facing systems are permitted. Exterior finish for metal walls fronting or siding a public street shall be of a permanent material such as baked or enamel finish or painted to the wall manufacture standards. The use of galvanized, corrugated aluminum coated, zinc-aluminum coated, or unpainted exterior metal finish is prohibited.
- c. The temporary accessory building shall be removed prior to the end of the period when such building is allowed under this section.
- d. Not more than three temporary accessory buildings shall be allowed on the same site, lot or tract of land for ~~church religious~~ or private school use.

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Sec. 6.06.2. - Fueling stations.

Fueling stations, whether developed as a principal or accessory use, shall be subject to the following additional development and use regulations:

1. Gasoline pump islands may not be located nearer than 18 feet to the street right-of-way or to any adjacent property line.
2. Underground fuel tanks may not be located under designated fire lanes.
3. A fuel truck maneuvering schematic must be submitted and approved prior to issuance of a building permit.

4. All fueling station canopies shall be designed and built with a sloped, mansard roof or similar style. Fueling station canopies with flat roofs are not permitted. The columns supporting the fueling station canopy shall be encased with brick, stone, or other similar material that matches the primary building.

5. Vent stacks and pipes shall be placed so they are not visible from any adjacent street.

4.6. When developed on a corner at the intersection of two streets, the buildings, structures, and site improvements shall be oriented to face the intersection (radially/ 45 degrees facing the point of intersection); provided, however, the director of community development and director of engineering may grant an exception to the foregoing requirement when one of the intersecting streets is a residential street or similar minor street.

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Sec. 6.06.3. - Hotels.

Hotels shall be subject to the following additional use and development regulations:

1. *Building design.*

a. *Accessibility.* A guest room shall be accessible only from an internal hallway while is accessible primarily from a central lobby area contained within the hotel.

a.b. *Exterior walls.* Exterior walls, regardless of the number of stories (excluding doors, windows and window units) shall be composed of:

i. At least 75 percent primary masonry materials such as brick, stone, hand-laid tile (laid unit-by-unit), or veneer of such materials having the appearance of hand-laid units;

ii. Not more than 25 percent secondary masonry, materials that is exterior insulation and finish systems composed of natural aggregates and synthetic binders having a minimum applied thickness of 0.75 inches, exposed aggregate, glass block or decorative concrete masonry units other than flat-gray block; and

iii. Not more than ten percent non-masonry materials.

2. *Site facilities.*

a. *Number of rooms.* A full-service hotels and suite hotels shall have at least 100 guest rooms.

b. *Meeting rooms.* A full-service hotel shall have at least 4,000 square feet of meeting room space. A limited-service hotel shall have meeting rooms of at least 700 square feet in area. Meeting rooms shall be equipped with a sink and a coffee bar.

c. *Swimming pools.* All hotels shall have a swimming pool of at least 800 square feet of surface area.

d. *Restaurants and food service.* A full-service hotel shall have full food and beverage service. Suite and limited-service hotels shall have either full or limited food and beverage service.

i. For purposes of this section, the phrase "full food and beverage service": shall mean providing three meals per day in an on-site restaurant with table service provided primarily by waitpersons, seating for at least 30 customers, and full menu service offering multiple entrees with on-site food and beverage preparation.

ii. For purposes of this section, the phrase "limited food and beverage service": shall mean providing food and beverage service for fewer than three meals per day.

3. *Parking and circulation.* The following requirements apply to all hotels:

a. In addition to required parking for any additional component of the hotel such as meeting rooms and restaurants, parking shall be provided at the ratio of 1.25 parking spaces per guest room for full service hotels and 1.0 space per guest room for limited service and suite hotels.

b. An attached, covered, drive-through area adjacent to the hotel lobby or main desk shall be provided for the temporary parking of vehicles during guest registration or check-out.

c. All parking areas shall be illuminated by lighting standards having a minimum illumination intensity of 2.0 foot-candles measured at ground level.

4. *Screening.* In addition to any other screening and landscaping requirements imposed by the Code of Ordinances and/or this Code, all hotels shall provide screening of ground-mounted dish antennas, satellite earth stations, parabolic or spherical antennas, and any other device or assemblage of devices designed to transmit and/or receive signals to or from orbiting satellites, HVAC (other than HVAC equipment serving an individual unit), mechanical equipment and auxiliary power equipment by means of a masonry screening wall or a wrought-iron (tubular steel) fence with a living screen, either of which shall be of sufficient height to block visibility of the equipment from view from the street.

~~2.5.~~ *Site access.* Primary access to the site shall be from freeway access roads, major arterials, or internal service roads serving commercial development. Secondary access shall be from streets classified as major collectors, arterials, freeway access roads, or internal service roads serving commercial development.

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Sec. 6.06.8. - Outdoor storage and display.

Outdoor display and outdoor storage, where allowed in association with a principal or accessory use in accordance with section 4.20.2 or section 4.20.3, respectively, shall be subject to the following additional use and development regulations:

1. *Outdoor display.* Outdoor display shall only be permitted as follows:

- a. Outdoor display shall not be located within any required front or side yard and must be located a minimum of 20 feet from any street or alley right-of-way line.
- b. Outdoor display may not cover more than 30 percent of a front yard (not including required yards) and may not be located on the roof of any structure.
- c. Outdoor display and any associated display structures (e.g. tables, display cases, trailers, etc.) shall not be located within any required parking space, loading area, fire lane, vehicle maneuvering aisle, or customer pick-up lane.
- d. Displayed items and their associated display structures shall not obstruct visibility or interfere with pedestrian or vehicle circulation.
- e. Detailed drawings of proposed outdoor display areas must be submitted to the director or designee for review and approval prior to setting items out for display.
- f. Outdoor vending machines and unattended vending machines/facilities are prohibited.
- g. Attended and unattended donation boxes, structures, and sites shall be allowed only as an accessory use to a permitted use on the property, shall not be subject to the standards set forth in subsections 1.a – 1.f of this section, and shall meet-comply with the following requirements:
 - i. ~~A permit~~ Approval of a Site Plan must be obtained from the city prior to placing the donation box on the property;
 - i. ~~Donation boxes must be operated by a nonprofit charitable organization that has obtained a determination letter pursuant to 26 U.S.C. § 501(c)(3);~~
 - ii. ~~Donation boxes shall not be allowed in any residential zoning district;~~
 - iii. ~~No more than one donation box is allowed per lot;~~
 - iv. ~~A "no dumping" sign and the name, mailing address, and phone number of the party responsible for collection from the box must be posted in a conspicuous location on the box;~~
 - v. ~~Donation boxes must be maintained in good condition and appearance with no structural damage and shall be kept free of graffiti;~~
 - ii. ~~Donation boxes may not be used as either an on-premise or off-premise sign; provided, however, the box may contain on its exterior the name, trademark or other logo, and contact information for the organization receiving the donation of items being placed in the box; and~~
 - vi. The operator and property owner shall maintain or cause to be maintained the area surrounding the unattended donation box(es) free of any junk, debris or other material and shall be responsible to the extent provided by law for the cost to abate any violation. Any junk, debris or material must be removed not later than 24 hours after delivery of notice by the city.

2. Outdoor storage. Outdoor storage shall only be permitted as follows:

- a. Outdoor storage shall not be located within any required front yard.
- b. Outdoor storage shall be screened from all streets, alleys, rights-of-ways and adjacent properties in accordance with section 7.07.4.
- a.c. Detailed drawings of proposed screening for outdoor storage areas must be submitted to the director or designee for review and approved prior to setting items out for storage.

Sec. 6.06.9. - Tattoo studio.

Tattoo studio shall not be located within 1,000 feet of any ~~church~~ religious facility, residentially-zoned district, or public or private school. In order to determine compliance with this section, the distance between the tattoo studio and the ~~church~~ religious facility, residential district, or school shall be measured from the front door of the premises to be permitted to the closest property line and then in a straight line to the nearest property line of the ~~church~~ religious facility, school or residential property.

Sec. 6.06.10. - Wind energy systems.

An applicant's submittal for a building permit, electrical permit, and specific use permit for location and installation of a wind energy system within the city must demonstrate compliance with the following use and development regulations, in addition to the specific use permit review standards under section 6.01:

1. Location requirements.

- a. Minimum lot size. Minimum lot size for all districts is 1.5 acres.
- b. Lot to system ratio. Maximum of one system per 1.5 acres.
- c. Maximum height. Maximum height for all freestanding systems is 90 feet. The height of a freestanding wind energy system must be measured as the distance from the existing grade, prior to any modifications to the grade, to the highest point on the system, including the vertical length of any extensions such as the rotor blade. Attached systems shall not extend more than 15 feet above the roofline and shall not exceed 90 feet in total height, dependent upon the results of the structural engineering plans, performed by a Texas registered professional engineer, for the building or structure on which the system will be mounted. The height of any wind energy system may not exceed the manufacturer's recommendations for the system.
- d. Yards. No wind energy system may be located in any required front yard, between a principle building and a required front yard, in front of the front building line of the principal building, or between the principal building and any public street.
- e. Fall radius. Each wind energy system must be set back a minimum distance of 110 percent of the total system height from any property line, right-of-way, or public

or private easement where above ground structures or utility lines exist, or are likely to exist, without proof of the lawful consent of the easement owners.

f. Vertical ground clearance. The blade tip of any wind energy system must, at its lowest point, have a ground clearance of no less than 25 feet, as measured at the lowest point of the arc of the blades.

2. Requirements.

a. Certification. All wind energy systems must be approved under an Emerging Technology program, such as the California Energy Commission, IEC, or any other small wind certification program recognized by the American Wind Energy Association (AWEA) or the U.S. Department of Energy.

b. Survival wind speed. All wind energy systems and associated components, including, but not limited to, generator, rotor blades, or other components and covers, must be constructed of materials and be installed to meet or exceed the minimum wind resistant construction standards of the Texas Department of Insurance Wind Load Factors for the North Texas area and Article III of this code.

c. Controls and brakes. All wind energy systems must have automatic and manual braking systems which engage at the maximum wind speeds allowable as designated for the type of wind energy system installed to prevent uncontrolled rotation and excessive pressure on the tower structure, rotor blades, and turbine components.

d. Maintenance. The owner and operator of a wind energy system must maintain the system to manufacturer standards. All required periodic maintenance must be performed as recommended by the manufacturer.

e. Appearance. All wind energy systems must maintain a non-reflective, white or off-white finish.

f. Signs.

i. Advertising. Advertising or identification of any kind on wind energy conversion systems is prohibited.

ii. Informational sign. Each wind energy system must have a sign, not to exceed two square feet in area, posted at the base of the tower providing the following information:

(a) Electrical shock hazard or high voltage warning;

(b) Manufacturer's name;

(c) Emergency phone number; and

(d) Emergency shutdown procedures.

g. Wiring.

i. Storage. All electrical wires and cables associated with a freestanding wind energy conversion system must be located on or within the tower in a manner that minimizes their visibility, and must be installed in compliance with Article III of this Code.

ii. Installation. All transmission wires and cables must be installed underground and comply with Article III of this Code.

h. Lighting. Wind energy systems may not be artificially lighted, unless requested or required by the Federal Aviation Administration.

3. Prohibition, nuisance abatement and decommissioning

a. Prohibited models. The following wind energy systems are prohibited in all zoning districts;

i. Guyed or latticed towers for small, medium, or large wind energy systems;

ii. Experimental, homebuilt, and prototype models.

b. Shadow flicker. Plans submitted for review with the building permit application must disclose how the property owner and operator shall minimize shadow flicker to any occupied building on or offsite, by limiting flicker effect to a maximum of two five-minute periods in one day.

c. Signal interference. The manufacturer or wind energy system representative must take into consideration the proposed location of the wind energy system and certify that the siting of the wind energy system will not interfere with any existing microwave communications links or existing fixed broadcast, retransmission, or reception antenna for radio, television, wireless phone, or other personal communication systems. Operation of wind energy systems must be discontinued if such interference occurs after the construction, until such time as the interference is mitigated for or eliminated.

d. Sound emissions.

i. Residential sound limits. The sound levels emitted from any wind energy system operation within, or adjacent to, any zoning district that authorizes residential use, may not exceed the noise standards in section 7.08.4.a;

ii. Nonresidential sound limits. The sound levels emitted from any wind energy system operation that is not located within, or adjacent to, any zoning district that authorizes residential use may not exceed the noise standards in section 7.08.4.a by more than ten dbA;

iii. Sound level complaints. It shall be unlawful for the owner of a wind energy system to cause or permit the system to produce sounds that:

(a) exceed the limits set above in subsections c.iv.(a), or (b);

(b) are considered tonal, vibrational, mechanical, aerodynamic, frequent, or continuous and exceed the limits set above in subsections c.iv.(a) or (b);

~~(a)~~(c) interfere with the peaceful enjoyment of an adjacent property owner;

e. Security.

i. Ground clearance. The bottom of the tower, measured from ground level to 15 feet above ground level, must be designed in a manner to discourage unauthorized climbing.

ii. Access. All access doors to wind turbine towers and electrical equipment must be lockable and remain locked at all times except while people are on the site of the tower performing maintenance or repair of the system.

iii. Fencing. Fencing of turbine areas may be required, at the discretion of the director, based upon site-specific safety concerns.

f. Public safety. The proposed wind energy system must be designed and operated to protect public safety by measures that may include, but are not limited to, the following:

i. The proposed wind energy system must be designed, constructed, and operated so the public cannot come within close proximity to turbine blades and electrical equipment; and

ii. The proposed wind energy system must be designed, sited, constructed, operated, and maintained to prevent the structural failure of the system or blades that could endanger the public's safety.

g. Other properties. The wind energy system or facility may not adversely affect the uses of adjoining and adjacent properties.

h. Wildlife resources. The proposed wind energy system must be designed to reduce the likelihood of significant adverse effects on wildlife and wildlife habitat, particularly with regard to migratory birds and protected species.

i. Enforcement.

i. Safety. Any wind energy system found to be unsafe by the city building official must be repaired by the owner not later than 60 days of receipt of the building official's notice to meet federal, state, local and manufacturer safety standards, and the standards of this section.

ii. Notice. If any wind energy system is not operated for at least a continuous period of six months because of operational difficulties or abandonment, the landowner shall provide the city the reasons for the operational difficulty or abandonment and provide a reasonable timetable for corrective action, or removal of the wind energy system as outlined under subsection c.x, below, regarding decommissioning.-

iii. *Resolution.* If the director or designee deems the timetable for corrective action as unreasonable, the director or designee, may notify the landowner or operator, who shall remove the wind energy system not later than six months of receipt of notice from the director.

j. *Decommissioning.*

i. *Useful life.* The wind energy system is presumed to be at the end of its useful life if no electricity is generated for a continuous period of six months.

ii. *Responsibility.* The property owner or operator shall, at their sole expense, complete decommissioning of the wind energy system not later than six months from the time it is determined that the wind energy system has met the end of its useful life as outlined in this subsection c.x.

iii. *Required action.* Decommissioning must include removal of the entire wind energy system, including buildings, cabling, electrical components, and any other associated facilities.

iv. *Remediation.* Disturbed earth must be graded and re-seeded.

v. *Bonds.* At the city's request, the applicant shall post a bond for the costs of decommissioning the wind energy system at the end of its useful life.

4. *Application requirements.*

a. *Applications.* An application for approval of a wind energy system must include text and maps sufficient to show that the proposed wind energy system complies with the standards under this section. A site plan meeting the requirements of section 6.05 must be submitted in addition to the following:

i. The approximate generating capacity of the wind energy system.

ii. An estimate of the total on-site electrical demands.

iii. The name of the manufacturer and model being used.

iv. The height of the wind turbine to be constructed.

v. The phone number and name of a responsible person for the public to contact with inquiries and complaints throughout the life of the project.

vi. The exact location and orientation of each wind energy system within the site and the direction of the prevailing winds.

vii. The location and distance to neighboring residences, buildings, schools, churches, hospitals, or libraries to a distance of 500 feet.

viii. The location and distance to neighboring residences, buildings, schools, ~~churches~~ religious facilities, hospitals, or libraries to a distance of 500 feet.

- (a) Design specifications of the wind energy system, including the tower, base, footings, and system components;
- (b) An engineering analysis and certification of each tower, showing compliance with Article III of this Code;
- (c) Drawings that indicate the total finished wind energy system heights from the grade level prior to any modifications, including any engineered break points along the tower;
- (d) The wind survival speed of the entire system, including turbine, rotor blades, covers, and other components;
- (e) Data pertaining to the tower's safety and stability, including any safety results from test facilities; and
- (f) A copy of the manufacturer's installation instructions.
- (g) For building or structurally-mounted systems:
 - (i) The certified and sealed engineering plans prepared by a professional engineer registered in the State of Texas must show how the wind energy system will be installed for the portions of the structure proposed for use in the mounting the system.
 - (ii) The engineering plans must state and show that the proposed wind energy system is compatible with the portions of the mounting structure proposed for use.
 - (iii) The engineering plans must state that the wind energy system does not impose a safety hazard to the main structure, adjacent property, or their occupants.

b. *Written statements and additional documentation.* In addition to the site plan, applications for all wind energy systems must include proof of the following in the form of written statements:

- i. A statement verifying that the small, medium, or large wind energy conversion system will be used solely for on-site consumption of electricity, and any additional energy produced above the total onsite demand can only be sold to an electrical utility that normally provides electrical power to the property;
- ii. A statement from any architectural review board, property owners', or homeowners' association that the proposed system complies with association requirements and restrictions if applicable;
- iii. A statement that the project site is, or is not, where air traffic may be a consideration affecting the installation of the system. (The applicant shall provide evidence of compliance with any applicable aviation regulatory requirements);

- iv. _____ Copies of all required applications for city, state, and federal permits and licenses;
 - v. _____ Copies of all biological/environmental assessments performed for the project site, which may have been required by a federal or state government agency having jurisdiction of the property or the system;
 - vi. _____ Copies of any city, state, and federal permits, licenses, biological opinions, records of decision, memoranda of understanding, exemption, variance, or other authorization or approval related to the proposed wind energy project; and
 - vii. _____ Copy of the manufacturer's scheduled maintenance requirements for the proposed system.
- c. _____ *Permit issuance.* Prior to receiving a building permit, electrical permit, or specific use permit for the wind energy system from the city, the applicant must show consideration of, and provide proof of compliance with the following:
- i. _____ Federal Aviation Administration (F.A.A.) Order JO 7400.2, "Procedures for Handling Airspace Matters Advisory Circular AC 70/7460-1K", and Title 14 Code of Federal Regulations (14 CFR) part 77, "Obstruction Marking and Lighting, Obstruction Standards," including, if required, filing Form 7460-1 with the F.A.A..
 - ii. _____ All state laws regarding connection of the wind energy system to the state electrical grid, which proof shall include providing a copy of the "Application for Interconnection and Parallel Operation of Distributed Generation", as may be amended or replaced in the future, that has been fully executed and approved by the electric utility company that owns the electrical system to which the wind energy system will be connected.

Sec. 6.06.11. - Solar panels.

An applicant's submittal for a building permit, and electrical permit, for locating a solar panel within the city must demonstrate compliance with the following standards.

- 1. _____ Location and design requirements.
 - a. _____ Solar panel systems shall be allowed as an accessory use in all zoning districts.
 - b. _____ Rooftop installations.
 - i. _____ Solar panels may be installed on the roof of any primary structure, or permitted accessory structure (such as a patio cover or storage building), subject to verification of structural load requirements.
 - ii. _____ Solar panel systems shall not directly face any public street regardless of screening.

iii. _____ Roof mounted solar panel systems shall not extend past the roofline and shall be mounted parallel with the existing slope of the roof system.

iv. _____ On a flat roof, solar panels shall not exceed the height requirement for the zoning district for which it is located in, and shall be screened as rooftop mechanical from the public right way as required by this Code.

c. _____ Ground-mounted installations.

i. _____ Solar panel systems shall be located behind the front building line and shall meet all applicable building setback provisions for accessory structures.

ii. _____ Panels and equipment shall be separated from public view on all sides by a solid fence or wall.

2. _____ *Additional requirements.*

a. _____ *Permit requirements.* All solar panel systems shall be in compliance with the current adopted International Building Code and International Fire Code, as amended.

b. _____ *Glare.* A solar panel shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. A solar panel system, or any component thereof, that creates glare or reflection onto adjacent properties or roadways is determined to constitute a nuisance. If a solar panel system or any component thereof is deemed to constitute a nuisance or a safety hazard, the city has the authority to require the owner to remove, redesign or screen the solar panels to the extent necessary to eliminate the glare onto the adjacent property or roadway.

~~a-c.~~ _____ *Maintenance.* The owner of the property with a solar panel system shall maintain the system so that it does not create a safety issue for surrounding property owners. Solar panels that are not in use shall be disengaged so as to prevent accidental electrical charges to property or persons.

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Sec. 6.06.13. - Urban residential.

Urban residential dwelling uses shall be subject to the following additional development and use regulations:

1. _____ *Base zoning.* Urban residential uses shall comply with the use and development regulations applicable to the development of a multi-family residential district except as provided in this section or the development and use regulations of a planned development zoning district.

2. _____ *Mixed-use integration.* Urban residential projects shall be integrated at the time of construction within mixed-use developments. Residential units may be located in separate freestanding buildings or may be combined in multi-use buildings of multi-story design.

3. One-bedroom minimums-. No less than 65 percent of the dwelling units shall be one-bedroom units.
4. Access. All dwelling units shall be accessed through an interior climate controlled corridor.
5. Parking. Not less than 70 percent of all parking spaces must be located in a parking structure or enclosed garage.
6. Connectivity. Pedestrian walkways shall connect all on-site common areas, parking areas, open space, recreational facilities and to adjacent uses within the mixed-use development.
7. Retail component. Where buildings face a public or private street or an active pedestrian area, the first floor shall be retail ready, and shall be constructed with minimum 14-foot-high ceilings and mechanical chases necessary for conversion to commercial uses.
- 4.8. Architecture. All buildings containing dwelling units shall be a minimum of three stories. Street-facing facades shall incorporate articulation and mix of color and materials consistent with the architectural style of the building to create diversity in the streetscape. All buildings are required to have consistent "four-sided" architectural treatments. Sloped roofs shall provide articulation, variations, parapets, gables, dormers or similar architectural elements to screen the roof and to break up the massiveness of the roof.

Sec. 6.06.14. - Townhomes.

Townhome developments shall be subject to the following additional development and use regulations:

1. Base zoning. Townhome uses shall comply with the use and development regulations applicable to the development of a townhome residential district ("TH") except as provided in this section or the development and use regulations of a planned development zoning district.
2. Units.
 - a. No more than six dwelling units shall be attached in one continuous row or group.
 - b. No dwelling unit shall be constructed above another dwelling unit.
3. Lot design. Townhome developments shall be developed with units that face a public street or an open space in accordance with the following:
 - a. Dwelling units that front a public street shall be developed subject to the following:
 - i. On-street parallel parking spaces are required. On-street spaces complying with the minimum dimensional requirements of this code may be counted in satisfying the minimum number of visitor parking spaces required for the development.
 - ii. Trees are required to be planted in tree planting areas not less than nine feet wide located between the curb and sidewalk. Trees may be planted in

landscaping bump-outs located between parallel parking spaces and having a minimum size of nine feet by ten feet. No utilities shall be located in the tree planting area.

iii. A utility and pedestrian access easement not less than ten feet wide must be located between the tree planting area and townhome but no closer than five feet from any structure, including any porches, steps or stoops, extending from the front of the dwelling unit. The width of this easement may need to be increased to accommodate utility depth requirements.

iv. All franchise utilities and telecommunication facilities shall be located in easements located within the rear (alley side) of the dwelling units.

v. Front-loading garages are prohibited.

vi. Rear access driveways shall be either 20 feet in length or longer or six feet in length.

vii. No fence shall be located closer to an alley than the face of the garage or within a utility easement.

b. Dwelling units that front an open space shall be developed subject to the following:

i. The open space shall be not less than 30 feet wide. The depth of any required front yard shall not be counted in determining the required width of an open space.

ii. Required trees shall be planted in the open space in lieu of a tree planting area.

iii. Pedestrian access easements in which sidewalks must be constructed, must be dedicated across the open space and/or front yards.

iv. Driveways shall be not less than 20 feet in length.

v. Paved alleys not less than 24 feet wide are required.

vi. City-owned utilities must be located in easements dedicated outside the alley pavement.

vii. Franchise utilities and telecommunication facilities shall be located in the front of each dwelling unit in an easement the width and location of which does not reduce the required usable open space width.

viii. Franchise utilities and telecommunication facilities may not be located in the rear of the dwelling units unless located in a separate easement that does not conflict with city-owned utilities.

ix. No fence shall be located closer to an alley than the face of the garage or within a utility easement.

4. *Parking.*

a. _____ An attached garage containing two parallel (not tandem) spaces must be constructed with each dwelling unit.

b. _____ Visitor parking spaces shall be constructed subject to the following:

i. _____ One visitor parking space must be constructed for every two dwelling units constructed within the development with a driveway 20 feet in length;

ii. _____ One and one-half visitor parking spaces must be constructed for every two dwelling units constructed within the development with a driveway six foot in length;

iii. _____ No dwelling unit shall be located more than 100 feet from a visitor space; and

iv. _____ On-street or off-street spaces, excluding driveways, may be counted toward required visitor parking spaces.

5. _____ *Setbacks* .

a. _____ *Front yards.* Where a dwelling unit fronts an open space, for the purpose of determining the required front yard setback, the distance shall be measured from the common line between the lot and the open space and the main building line as provided in this section.

i. _____ Minimum 15 feet.

ii. _____ No above ground utility and telecommunications equipment, including but not limited to meters, transformers, utility boxes and heating/air conditioning units, shall be placed in the front yard, except electric and gas meters that are attached to the building.

b. _____ *Rear yards.*

i. _____ Minimum ten feet; except where garages are accessed with six-foot-long driveways, in which case the setback shall be six feet.

ii. _____ All above ground utility and telecommunications equipment, including but not limited to meters, transformers, utility boxes and heating/air conditioning units, shall be placed adjacent to, or attached to, the building.

c. _____ *Side yards.*

i. _____ Minimum 12 feet between buildings.

ii. _____ Minimum 15 feet if adjacent to a street or alley.

6. _____ *Trees.* For all streets within the development, shade trees shall be planted in the tree planting area required by subsection c., lot design, at a ratio of one tree for every 30 linear feet of street frontage. Trees shall be planted a minimum of 30 feet apart on center. Root

barriers and similar planting standards shall be required, unless the proximity of tree root systems to existing or proposed utilities and other improvements is in the opinion of the director of engineering or designee not likely to interfere with or cause damages to such utilities or improvements without such protection.

7. *Open space.* Open space areas must be evenly distributed, centrally located and easily accessible. All lots must be located within 1,320 feet of usable open space as measured along a street or trail. Open space shall have no dimension of less than 15 feet. Lots shall not back to open space.

8. *Architecture.* Townhome buildings shall be designed to comply with the following:

a. Building and roof lines must have horizontal and vertical articulation on all walls facing or adjacent to a street or public open space. Building facades shall be designed to reduce the uniform monolithic scale and appearance of large unadorned walls, while providing a more pedestrian-oriented design and visual interest through the use of detail and scale and fenestration (i.e., character and interrelationships of facade design components including windows, doors, and roof design).

b. All living units must have an individual identity which is to be achieved by a combination of some of the following:

i. Varying building unit height.

ii. Varying building unit forms.

iii. Varying roof pitch and pitch directions.

iv. Addition or deletion of patio and patio walls.

v. Staggering of exterior walls.

Sec. 6.06.15. - Mobile food establishments.

This section establishes regulations for operating various mobile food establishments within the city. Mobile food establishments may only operate in accordance with the following:

1. *Definitions.* As used in this section 6.06.15, the following words and phrases shall have the following meanings unless the context clearly indicates as different meaning:

...

~~1.~~2. *Authorized locations.*

a. No person may serve food to the public from a mobile kitchen except at the following locations:

...

~~2.~~3. *Food truck sites.*

...

3.4. *Food truck parks*-. Food truck parks may be located in the various zoning districts within the city in accordance with section 4.20.2, schedule of principal uses and section 4.20.4, schedule of principal uses—central business district, all applicable development requirements of this Code for the respective zoning districts, and the following:

...

4.5. *Additional requirements*-. Any person operating a mobile food establishment shall comply with the following:

...

Sec. 7.03.4. - Outdoor lighting.

...

1. *General standards*-.

...

e. *Shielding*-. Shielding shall be required in all installations except as specified in this section. The allowable light sources and the requirements for shielding light emissions for outdoor light fixtures shall be as set forth in the following table:

Lamp Type	Requirements
High pressure sodium	Fully shielded Prohibited
Metal halide	Fully shielded
Mercury vapor (color corrected only)	Fully shielded
Fluorescent	Fully shielded
Incandescent (over 150 watts per fixture)	Prohibited
Incandescent (under 150 watts per fixture)	Partially or fully shielded
Any light source 50 watts and under	Unshielded permitted
Low intensity neon, or krypton, or argon discharge tubes	Unshielded permitted
Light emitting diode (LED)	Fully shielded

...

8. *Parking lot and loading area lighting*-.

a. The mounting height of luminary fixtures shall not exceed the following:

Parking Area	Maximum Mounting Height
0 to 50 parking spaces	14 feet
51 to 200 parking spaces	20 feet
201 or greater parking spaces	25 feet

- ...

In all districts there shall be provided, at the time any building or structure is erected or structurally altered, off-street parking spaces in accordance with the following requirements:

- ...

[illegible]

CHURCH, TEMPLE OR RECTORY <u>RELIGIOUS FACILITY</u>				3					Plus 1/300 sq. ft. indoor space designated for education
...									

...

2. Location of parking spaces. All parking spaces required herein shall be located on the same lot with the building or use served, except as follows:

- a. Stacking spaces provide the ability for vehicles to queue on-site prior to receiving a service. In all districts, at the time any building or structure is erected or altered, stacking spaces shall be provided for uses that include, but are not limited to, service stations, drive-through restaurants, drive-in or drive-through banks, and similar uses that allow customers or clients to receive services and/or conduct activities on the property without leaving their vehicle. City staff may require a traffic study to determine the stacking and queuing requirements to properly identify the number of stacking spaces required.
- b. A maximum of 50 percent of the parking spaces required for theaters, bowling alleys, dancehalls, nightclubs, cafes, or similar uses, and a maximum of 80 percent of the parking spaces required for a ~~church~~ religious facility or school auditorium or similar uses may be provided and used jointly by similar uses not normally open, used or operated during the same hours; provided, however, that written agreement thereto is properly executed and filed as specified below.

...

Sec. 7.04.2 - Off-street loading.

...

2. *Screening of loading areas.*

...

- c. No loading dock or service bay doors shall be constructed on any portion of a front wall or on a side or rear wall within 100 feet of U.S. 75, SH 121, and ~~SH~~ Greenville Avenue right-of-way, or within 60 feet of any front property line.

...

Sec. 7.07. - Fences and walls.

...

2. *Construction of screening walls or visual barriers.*

- a. When screening walls are required by this Code, an approved eight-foot masonry wall, or alternative design approved by the commission, shall be required. Masonry screening walls shall meet the design details described in ~~Appendix F as well as the following:~~
- i. Masonry screening walls may be constructed of clay-fired brick or stone masonry units;
- ii. Where screening walls are used to separate land uses or developments and do not front on a public street, pre-cast concrete panels may be used in lieu of clay-fired brick or stone masonry provided they are textured and colored to have the appearance of stone or clay-fired bricks;
- iii. Garbage, trash or refuse container screening shall compliment the primary building materials and may utilize split faced concrete masonry units.

...

4. *Screening walls or visual barriers required.* A screening wall shall be erected or placed in all locations and in accordance with the following provisions:

...

- f. The rear and side lot lines of residential lots adjacent to greenbelts, open space or parks shall be required to have an ornamental ~~wrought iron~~ metal fence with a minimum height of six feet, unless an alternative is approved by the planning commission.

...

Sec. 7.08. - Performance standards.

...

4. In all zoning districts, any permitted principal or accessory use shall conform in operation, location and construction to the performance standards administered by county, state or federal agencies. All uses, including those which may be allowed by PD planned development district or specific use permit, shall conform to the appropriate standard for noise, smoke and particulate matter, odorous matter, fire, explosive hazard, toxic and noxious matter, vibration and glare.

- a. *Noise.*
 - i. A person shall not conduct any use that creates a noise level that exceeds the standards established in this section.

- ii. Noise will be measured with a sound level meter or octave band analyzer meeting the standards prescribed by the American Standards Association.
- iii. Traffic, aircraft and other background noises are not considered in measuring noise levels except when such noises are generated on and as a result of the uses subject to investigation for possible noise violations.
- iv. For purposes of this section, the base zoning district within a planned development district shall establish the land use classification for purposes of this section.
- v. The requirements of this section do not apply to:
 - a) Noises not directly under control of the property user.
 - b) Noises emanating from construction and maintenance activities during daytime hours.
 - c) Noises of safety signals, warning devices and emergency pressure relief valves.
 - d) Noises of properly maintained residential-type air conditioning, ventilating, heating devices, or pool equipment (if within sound levels specified by the manufacturer or similar to sound levels produced by equivalent, adjacent devices).
- vi. Construction activity shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. within 500 feet of existing residential structures, unless otherwise approved by the chief building official.
- vii. At no point at the bounding property line of any use shall the sound pressure level of any operation or activity exceed 65 dB(A) for daytime (between 7:00 a.m. and 8:00 p.m.) and 58 dB(A) at nighttime.

...

Sec. 8.03.3. – Preliminary Plat

- 1. *Zoning.* The subdivision shall be designed to conform to the requirements of the specific zoning district within which it is located. Any change in zoning required in relation to the preliminary plat shall have been enacted by the city council prior to consideration of an application for the preliminary plat by the commission.
- 2. *Preliminary Plat submission.*
 - a. Contents

...

- xxii. A note on the plat stating, "Only lots classified as Block X are considered open space. All open space and common properties shall be owned and maintained by

a property/homeowners' association established in accordance with Allen Land Development Code Sections 8.20.2 and 8.20.4."

...

Sec. 8.03.4. - Final plat.

...

2. *Required information.* An application for final plat shall not be deemed complete, and shall not be deemed to be filed, unless and until the applicable application fee has been paid and the application, inclusive of the proposed final plat drawing and required supporting documents, includes all of the following information in addition to the information required on the related preliminary plat:

...

- y. A note on the plat stating, "Only lots classified as Block X are considered open space. All open space and common properties shall be owned and maintained by a property/homeowners' association established in accordance with Allen Land Development Code Sections 8.20.2 and 8.20.4."

...

Sec. 8.11. - Street lights.

The city requires street lighting to improve the safety and usability of all roadways. The following requirements are to establish the minimum standards regarding the design and installation of street lighting, but should be considered flexible. Modifications to the standards will be considered by the ~~Director of~~ Engineering if the modifications incorporate new safety designs, achieve desired aesthetic treatment, or are shown to be more energy efficient. All new street light installations shall meet the approval of the director of engineering and may be reviewed by the Allen Police Department.

1. *Thoroughfare street lights.* This section applies to all streets identified on the City of Allen Thoroughfare Plan as arterials or divided collectors. Thoroughfare street light elements shall become the property of the City of Allen upon final acceptance of the subdivision or project. The elements (from the light sources to the meter) include all items necessary to provide such illumination. Thoroughfare street lighting shall conform to the following requirements:
 - a. All thoroughfare lighting poles shall have the following attributes:
 - i. Thirty-foot height.
 - ii. Installation location shall be in the median.
 - iii. Dual fixtures installed, if located in the median. Single fixtures are acceptable in situations that require parkway installation or the median width makes the installation of dual fixtures impractical.
 - iv. Capable of withstanding a 100 mph wind, with 30 percent gust factor.

- v. Mounted on a cast-in-place pole-base, as illustrated in the Engineering Standard Details, using a 14-inch bolt pattern for the anchor bolts.
Mounting bolts shall be a breakaway type bolt.
 - vi. Powder-coated medium bronze, seven-inch × seven-inch, and straight (for shoebox fixtures). Galvanized finish, round, and tapered (for cobra-head fixtures).
 - vii. Square, steel base cover, powder-coated or galvanized to match the finish of the pole.
- b. All thoroughfare fixtures shall have the following attributes:
- i. ~~High pressure sodium~~Light Emitting Diode (HPSLED) lamps, 250 watt equivalent. LED's shall be a color of 3000K.
 - ii. The use of cut-off optics is required to achieve a fully shielded (as defined in articles of this Code) light source. This requirement shall not be modified.
 - iii. Photometrics that minimize light pollution onto private property (at the ROW line) and provide an average intensity of one footcandle within the right-of-way. In the case of parkway installed lighting, forward-throw photometrics will be required. A photometric plan, signed and sealed by a licensed professional engineer, is required and shall be submitted to the engineering department for review.
 - iv. For shoebox installation, the fixture shall be powder-coated medium bronze and shall be ~~GE Decashield 400~~Trastar Duralight JXM-ST Shoebox or approved equivalent.
 - v. In the case of cobra-head installation, finish shall be ~~white or grey~~ and shall be ~~GE M-250A2~~Evolve Series or equivalent.
 - vi. Light spacing shall be determined by Texas Licensed Professional Engineer.
- c. Service and circuitry:
- ...
- vii. The control panel and all secondary service connections shall be fully enclosed in a vandal-proof controller cabinet (i.e. no Kindorff racks, where the components are exposed to the elements, will be permitted, in consideration of aesthetics and security). The controller cabinet shall have the following attributes:
 - (1) Illustrated on the construction drawings by a line diagram, signed and sealed by a licensed professional electrical engineer.

- (2) Utilize a master photocell controller and relay-switch override.
- (3) NEMA 3R enclosure, with drip edge and hinged door with lock. Lock shall match City of Allen standard key pattern.
- (4) Mounted on an appropriate reinforced, concrete pad.
- (5) If TXU or Oncor is the provider, the enclosure must include a Oncor or TXU-provided trans-socket. The trans-socket must remain intact when installed/integrated into the enclosure.
- (6) The controller cabinet must be powder-coated green unless otherwise approved by the Director of Engineering.

2. *Residential street lights.* This section applies to all streets identified on the City of Allen Thoroughfare Plan as undivided collectors or local streets. Residential streetlight elements shall become the property of the City of Allen upon final acceptance of the subdivision or project. The elements (from the light sources to the disconnect device) include all items necessary to provide such illumination. Residential street lighting shall conform to the following requirements:

- a. Street lights are required at all intersections, in cul-de-sacs, major street curves, and in other locations determined by the director of engineering. Developers shall furnish satisfactory easements for the installation of services to street lights, normally ten feet in width.
- b. Residential lighting shall utilize the "shoebox" style fixture. Homeowners' associations may enter into agreements with the City of Allen to install, maintain, and replace residential street lights that differ aesthetically from what is required in the section.
- c. All residential lighting poles shall have the following attributes (unless approved in writing by the director of engineering):
 - i. Height and spacing are based on pavement widths and are prescribed below.
 - ii. Single-fixture mounting.
 - iii. Capable of withstanding a 100 mph wind, with 30 percent gust factor.
 - iv. Mounted on a cast-in-place pole-base, as illustrated in Engineering Standard Detail, SD-P59, using a 14-inch bolt pattern for the anchor bolts. Mounting bolts shall be a breakaway type bolt.
 - v. Powder-coated medium bronze, five-inch × five-inch, and straight (i.e. not tapered).
 - vi. Square, steel base cover, powder-coated to match the finish of the pole.

- d. All residential fixtures shall have the following attributes (unless approved in writing by the director of engineering):
- i. ~~High pressure sodium~~ Light Emitting Diode (HPSLED) lamp intensity is based off pavement width as prescribed below. LED's shall have a color of 3000K.
 - ii. The use of cut-off optics is required to achieve a fully shielded (as defined in articles of this Code) light source. This requirement shall not be modified.
 - iii. Forward-throw photometrics should be considered to reduce light pollution onto private lots or property. A photometric plan, signed and sealed by a licensed professional engineer, is required when the street lighting plan is submitted for engineering department review.
 - iv. For shoebox installation, the fixture shall be powder-coated medium bronze and shall be ~~GE Decashield or~~ Trastar Duralight –JXM-ST Shoebox or approved equivalent.
- e. Service and circuitry:
- i. Power to the street lighting system will come from the electric utility provider for the subdivision. Regardless of utility provider, the service line should come from the nearest electric transformer and be isolated by a disconnect switch or in-line barrel fuse located at the base of the pole (in the hand-hole). Secondary service lines shall be contained within a ten-foot utility easement (UE) illustrated on the plat. All service lines shall be underground. The director of engineering may require that residential street lights be on metered circuit similar to the thoroughfare street lighting.
 - ii. Circuit voltage shall be 120/240V. Designer shall confirm with local utility provider for availability.
 - iii. A photocell is required at the top of the pole unless powered by a controller and will have a master photocell at the controller.
- f. Developer cost:
- i. All residential street lighting shall be installed at the sole expense of the developer. Developers shall pay a fee to the City of Allen Engineering Department, which is estimated to be equal to the first two years (24 months) power consumption cost. The amount of the fee to be paid shall be determined by the following formula:

$$FA = 24 \times M \times F$$

Where:

FA = Fee amount.

M = Monthly charge per fixture (as determined by the Director of Engineering).

F = Number of light fixtures.

Residential Street Lighting Requirement Table					
Street Type, Paving Width (feet)	Light Source	Nominal Lamp Size (LED)(Watts)	Mounting Height (feet)	TypicalMax Spacing (feet)	Minimum Spacing (feet)
<32	HPS <u>LED</u>	100 <u>Equivalent</u>	20	250	200 <u>125</u>
32 to 43	HPS <u>LED</u>	150 <u>Equivalent</u>	20	250	200 <u>150</u>
44 Undivided ≤	HPS <u>LED</u>	150 <u>Equivalent</u>	30	350	300 <u>150</u>

...

APPENDIX A - DEFINITIONS

...

~~*Beer and wine package sales* means an establishment engaged in the selling of beer and/or wine to the general public for off-site personal or household consumption and rendering services incidental to the sale of such goods.~~

...

~~*Church, temple or rectory* means a place of worship and religious training of recognized religions, including the on-site housing of ministers, rabbis, priests, nuns and similar staff personnel.~~

...

~~*Dance/martial arts studio* means a private commercial facility used as a place for instructional classes in dance, martial arts or similar uses.~~

...

~~*Gymnastics training center* means a gymnastics training center which provides training and exercise in the proper conditioning and preparation for the sport of gymnastics.~~

...

~~*Personal service* means service involving the care of a person, including barbershop, beauty shop, tailor, dressmaker, shoe shop, or similar shop offering custom service.~~

Personal service business means an establishment providing individual services related to personal needs directly to customers at the site of the business, or that receives goods from or returns

goods to the customer that have been treated or processed at that location or another location. Specific use types include, but are not limited to: barbershop, beauty shop, tanning salons, permanent cosmetics, ~~and~~ nail salons, educational instructional activities (e.g., tutoring), and dance and martial arts studios.

...

Religious facility means a building used primarily for religious assembly and worship and those accessory activities which are customarily associated therewith, and the place of residence for religious personnel on the premises.