LAMESATEXAS
TRADE CORRIDOR CROSSING

CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON TUESDAY, MARCH 21, 2017, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

1. **CALL TO ORDER**:
2. **INVOCATION:**
3. **CONSENT AGENDA:** All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
   a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meetings held on March 21, 2017.
   b. **BILLS FOR FEBRUARY 2017:** Approval of the bills paid by the City of Lamesa for the months of February, 2017.
   c. **APPOINTMENT TO BOARDS**:
      - **APPOINTMENT – ZONING BOARD OF ADJUSTMENT BOARD MEMBER:** Consider appointing Scott Seymour to the Zoning Board of Adjustment, for a two (2) year term ending on December 2019. *(Mr. Seymour has agreed to serve.)*
      - **APPOINTMENT – ZONING BOARD OF ADJUSTMENT BOARD ALTERNATE MEMBER:** Consider appointing Kim Bairrington to the Zoning Board of Adjustment, for a two (2) year term ending on December 2019. *(Ms. Bairrington has agreed to serve.)*
      - **APPOINTMENT – PLANNING AND ZONING BOARD MEMBER:** Consider appointing Scott Seymour to the Planning and Zoning Board, for an unexpired term ending on December 2017. *(Mr. Seymour has agreed to serve.)*
      - **APPOINTMENT – PLANNING AND ZONING BOARD ALTERNATE MEMBER:** Consider appointing Kim Bairrington to the Planning and Zoning Board, for an unexpired term ending on December 2017. *(Ms. Bairrington has agreed to serve.)*
4. **GENERAL ELECTION:** Consider passing an ordinance on first reading declaring the unopposed candidate for District 6 for the 2017 City of Lamesa General Election, to be held on May 6, 2017, elected to office. *(City Secretary)*
5. **APPOINTMENTS - ELECTION OFFICIALS:** Consider passing resolution appointing a presiding judge and alternate judge for the 2017 City General Election and a presiding judge for the Early Voting Ballot Board; clerks for early balloting; and to provide for compensation of services for the 2017 City Elections to be held on May 6, 2017. *(City Secretary)*
6. **AMEND JOINT ELECTION AGREEMENT WITH LAMESA ISD TO INCLUDE DAWSON COUNTY HOSPITAL DISTRICT:** Consider passing a resolution approving a Joint Election Agreement between the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa to share the use of Forrest Park Community Center at 814 S. Houston, Lamesa, Texas for holding elections. *(City Secretary)*

7. **OPEN BID – CITY-WIDE WATER METER REPLACEMENT & RELATED SOFTWARE:** City Council to open bids for City-wide Water Meter Replacement and related software to be reviewed by City staff and City Engineer. *[Director of Water/Wastewater, City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)]*

8. **CALL FOR CONSTRUCTION BIDS FOR 2016 CDBG WATER LINE PROJECT:** City Council to consider approval of a call for construction bids to install 2016 CDBG water line project. *[Director of Water/Wastewater, City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)]*

9. **AMEND CODE OF ORDINANCES BY ADDING SECTION 1.08.006 (a) PARK FEES FOR USE OF THE WEAVER SPORTS COMPLEX:** City Council to consider adding Section 1.08.006 (a) Park Fees to the Code of Ordinances on second reading for use of the Weaver Sports Complex. *(City Manager)*

10. **AMEND CODE OF ORDINANCES BY ADDING SECTION 1.08.006 (b) PARK FEES FOR USE OF THE CITY SWIMMING POOL:** City Council to consider adding Section 1.08.006 (b) Park Fees to the Code of Ordinances on first reading for use of the City Swimming Pool. *(City Manager)*

11. **BUDGET AMENDMENT I:** City Council to consider amending Ordinance O-18-16 on second reading with respect to October 1, 2016 fiscal year budget. *(City Manager & Finance Director)*

12. **LEASE OF TORO FAIRWAY MOWER FOR LAMESA MUNICIPAL GOLF COURSE:** City Council to consider authorizing a lease agreement with Toro for a 5 year lease of a fairway mower for the Lamesa Municipal Golf Course. This is a Buyboard lease replacing current leased equipment. *(Golf Course Manager/Supervisor)*

13. **LEASE OF GOLF CARTS FOR LAMESA MUNICIPAL GOLF COURSE:** City Council to consider authorizing a lease agreement with Club Car for a 60 month lease term for golf carts for the Lamesa Municipal Golf Course. This is a *US Communities Government Purchasing Alliance (component of National League of Cities)* lease agreement replacing current leased equipment. *(Golf Course Manager/Supervisor)*

14. **BUDGET AMENDMENT II:** City Council to consider amending Ordinance O-18-16 on first reading with respect to October 1, 2016 fiscal year budget. *(City Manager & Finance Director)*

15. **RESOLUTION FOR PORTS-TO-PLAINS - TXDOT EXTENSION OF INTERSTATE 27:** City Council to approve a resolution authorizing TxDOT to extend Interstate 27 along the Ports-To-Plains Corridor south of Lubbock.

16. **APPROVAL OF AGREEMENT FOR MONITORING WELLS TO BE PLACED CITY RIGHT OF WAY:** City Council to approve a resolution authorizing Ranger Environmental working on behalf of TCEQ to place two monitoring wells in the City alley between S. 1st and S. 2nd between S. Lynn and S. Dallas.

17. **DESIGNATE REGULARLY SCHEDULED MEETINGS FOR ECONOMIC DEVELOPMENT PROJECT & OTHER REGULAR AGENDA ITEMS AS NECESSARY:** City Council to take action to designate the regularly scheduled City Council meetings for March and April. 2017.
    - **March 28, 2017**
    - **April 4, 2017**

- **April 11, 2017**
- **April 18, 2017**
- **April 25, 2017**
- **May 2, 2017**
- **May 9, 2017**
- **May 16, 2017**

18. **CITY STAFF REPORTS:**
    a. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.
19. **FINANCIAL REPORT:** Finance Director to report on the city's finances.
20. **CITY MANAGER REPORT:** City Manager to report on current activities and answer questions from the City Council.
21. **MAYOR'S REPORT:** Mayor to report on future events.
    - "Meet the Candidates Forum" (sponsored by the Lamesa Chamber of Commerce) to be held at the Forrest Park Community Center, April 13, 2017, Time: TBD.
22. **ADJOURNMENT:** ***The next regularly scheduled meeting of the City Council of the City of Lamesa will be March 21st, 2017 at 5:30 P.M.***

Open Meetings Information

CLOSED MEETINGS

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

PUBLIC PARTICIPATION

The meeting will be held pursuant to the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items listed above. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should notify the City Secretary before the meeting. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary by the end of business hours on the Wednesday before the next meeting in order to be considered for inclusion on that agenda.

MEETING ACCESSIBILITY

Upon request, auxiliary aids and services will be provided to an individual with a disability in order to allow them to effectively participate in the city council meeting. Those requesting auxiliary aids or services should notify the contact person listed below at least twenty-four hours prior to the meeting by mail, telephone or RELAY Texas (1-800-735-2989)

Contact: Norma Garcia at 806-872-4322

601 South First Street, Lamesa, Texas 79331
Telephone - (806) 872-4322
Fax - (806) 872-4338

CERTIFICATION OF NOTICE

LAMESATEXAS
TRADE CORRIDOR CROSSING

I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **4:45 p.m., March 17th, 2017,** in accordance with Chapter 551.041 of the Government Code.

Norma Garcia, City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEMS: 1 & 2**

1. **CALL TO ORDER**: *Announcement by the Mayor.* "This meeting is being held in accordance with the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items as posted. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should complete a request at this time. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary in order to be considered for inclusion on the agenda of the next meeting. A quorum being present as evidenced by the presence of ___ members of the City Council, this meeting is hereby called to order."

   The following members are present:

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – District 1
MARIE A. BRISENO	Mayor Pro-tem/Council Member – District 2
FABIAN RUBIO	Council Member – District 3
BOBBY G. GONZALES	Council Member - District 4
FRED VERA	Council Member – District 5
CHANCE BRITT	Council Member – District 6

   City Staff members present at the meeting:

SHAWNA D. BURKHART	City Manager
NORMA GARCIA	City Secretary
RUSSELL CASSELBERRY	Attorney

   Members of the press present at the meeting:

   Members of the public present at the meeting:

2. **INVOCATION:**

   AND PLEDGE OF ALLEGIANCE.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 3**

SUBJECT: **CONSENT AGENDA ITEMS**
PROCEEDING: Approval
SUBMITTED BY: City Staff

SUMMARY STATEMENT

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meetings held on February 17, 2017.

b. **BILLS FOR FEBRUARY 2017:** Approval of the bills paid by the City of Lamesa for the months of February, 2017.

c. **APPOINTMENT TO BOARDS**:

- **APPOINTMENT – ZONING BOARD OF ADJUSTMENT BOARD MEMBER:** Consider appointing Scott Seymour to the Zoning Board of Adjustment, for a two (2) year term ending on December 2019. *(Mr. Seymour has agreed to serve.)*
- **APPOINTMENT – ZONING BOARD OF ADJUSTMENT BOARD ALTERNATE MEMBER:** Consider appointing Kim Bairrington to the Zoning Board of Adjustment, for a two (2) year term ending on December 2019. *(Ms. Bairrington has agreed to serve.)*
- **APPOINTMENT – PLANNING AND ZONING BOARD MEMBER:** Consider appointing Scott Seymour to the Planning and Zoning Board, for an unexpired term ending on December 2017. *(Mr. Seymour has agreed to serve.)*
- **APPOINTMENT – PLANNING AND ZONING BOARD ALTERNATE MEMBER:** Consider appointing Kim Bairrington to the Planning and Zoning Board, for an unexpired term ending on December 2017. *(Ms. Bairrington has agreed to serve.)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve Item 3a, b, & c. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

These items are considered non-controversial but do require formal council approval. If a council member objects to a consent item, it is removed from the list and separate action is taken on the item(s). If a council member questions a consent item, but not so strongly as to require that it be removed from the list, his/her "no" vote or abstention can be entered in the minutes when the consent vote is taken. **Recommend approval.**

THE STATE OF TEXAS }{

COUNTY OF DAWSON }{

CITY OF LAMESA }{

MINUTES OF THE CITY COUNCIL REGULARLY CALLED MEETING:

FEBRUARY 21, 2017

On this the 21st day of February, 2017, at 5:30 P.M., there came on and was held a regularly called meeting of the City Council of the City of Lamesa, Dawson County, Texas. Notice of such meeting having been posted at the City Hall at 601 South First Street in the City of Lamesa, Texas in accordance with the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551). The following items were listed on the notice and the following proceedings were had, viz.:

CALL TO ORDER: Mayor Josh Stevens announced that the meeting was being held in accordance with the provisions of the Texas Open Meetings Act (Texas Govt. Code, Chapter 551), and that discussion and actions are limited to the agenda items as posted. A quorum being present as evidenced by the presence 6 the Council Members were present:

	JOSH STEVENS	MAYOR
	MARIE BRISENO	COUNCIL MEMBER – DISTRICT 2
	BRANT STEWART	COUNCIL MEMBER – DISTRICT 1
	BOBBY G. GONZALES	COUNCIL MEMBER – DISTRICT 4
	FABIAN RUBIO	COUNCIL MEMBER – DISTRICT 3
ABSENT	FRED VERA	COUNCIL MEMBER – DISTRICT 5
	CHANCE BRITT	MAYOR PRO-TEM/COUNCIL DISTRICT 6

City staff members present at the meeting:

SHAWNA D. BURKHART	CITY MANAGER
NORMA GARCIA	CITY SECRETARY
RUSSELL CASSELBERRY	CITY ATTORNEY

Members of the public present at the meeting:

Herrel Hallmark	Nathan Tafoya	Sandy Trevino	Dionicio Garza
Ida Rodriguez	Robert Ramirez	Wayne Chapman	Bryan Nowlin
Chief Alwan	Holly Holder	John Farris	Tele Gonzales
Lana Wells	Bob Henderson	Mark Mayfield	Tyler Brooks
Victor Dimas	Joey Rivas	Tommy Arguijo	Scott Leonard
David Burkhart			

Invocation was given by Joey Rivas, Pastor of Family Harvest Church.

EXECUTIVE SESSION: Council to consider convening into closed executive session under Sec. 551.074, Texas Government Code: "Personnel Matters; CLOSED MEETING. (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee."

a. City Manager Contract

Motion by Council Member Britt to convene in closed executive session in accordance with the provisions of the Texas Open Meetings to discuss and consider personnel matters. Motion seconded by Council Member Briseno and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

OPEN SESSION: Reconvene into open session to consider and discuss taking action regarding items discussed in Closed Session.

Motion by Council Member Britt to approve renewal of City Manager Shawna Burkhart contract for years 2017-2019. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING: "AYE" 5 "NAY" 0 "ABSTAIN" 1

CONSENT AGENDA: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning the consent agenda items is available for public review.

a. **APPROVAL OF THE MINUTES:** Approval of the minutes of the council meetings held on January 17, 2017 and January 20, 2017 (Special Called Meeting).

b. **BILLS FOR JANUARY 2017:** Approval of the bills paid by the City of Lamesa for the months of January, 2017.

Motion by Council Member Gonzales to approve Item 3a and 3b. Motion seconded by Council Member Britt and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

INTRODUCTION OF CITY'S NEW BUILDING INSPECTOR / CODE ENFORCEMENT OFFICER, MICHAEL LOPEZ: Introduction of City's new Building Inspector / Code Enforcement Officer, Michael Lopez.

RESOLUTION IN SUPPORT OF PROPOSED DEVELOPMENT OF WESTWIND OF LAMESA AFFORDABLE HOUSING DEVELOPMENT: Consider passing a resolution supporting the proposed Westwind of Lamesa affordable rental housing development to be located at 211 NE 7th Street, Lamesa Texas and the 2017 TDHCA Application #17336. *(Nathan Tafoya, LEDC Director & Mark Mayfield, Texas Housing Foundation)*

Motion by Council Member Rubio to consider passing a resolution supporting the proposed Westwind of Lamesa affordable rental housing development to be located at 211 NE 7th Street, Lamesa Texas and the 2017 TDHCA Application #17336. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

LEDC DIRECTOR CONTRACT RENEWAL: City Council to consider and take action regarding renewal of LEDC Director contract.

Motion by Council Member Rubio to approve the renewal of LEDC Director contract. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

OPEN & AWARD BIDS FOR ONE-TIME SALE OF CALICHE FROM LANDFILL 2017 GENERAL ELECTION: City Council to review, consider and award one-time sale of caliche from City landfill. *(City Manager & Holly Holder, City Engineer)*

No bids received.

LEASE PURCHASE OF BACKHOE FOR WASTEWATER DEPARTMENT: City Council to consider authorizing a lease purchase agreement with Caterpillar for a 5 year lease of a backhoe for the wastewater plant with $10,000 trade-in of existing backhoe. This is a Buyboard purchase. *(Director of Water/Wastewater)*

Motion by Council Member Britt to authorize a lease purchase agreement with Caterpillar for a 5 year lease of a backhoe for the wastewater plant with $10,000 trade-in of existing backhoe. Motion seconded by Council Member Rubio and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

LEASE PURCHASE OF MOWER FOR WEAVER SPORTS COMPLEX: City Council to consider authorizing a lease purchase agreement with Toro for a 4 year lease of a mower for use at the City's Weaver Sports Complex. This is a Buyboard purchase. *(Mayor & City Manager)*

Motion by Council Member Stewart to authorize a lease purchase agreement with Toro for a 4 year lease of a mower for use at the City's Weaver Sports Complex. Motion seconded by Council Member Rubio and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

CALL FOR BIDS – CITY-WIDE WATER METER REPLACEMENT & RELATED SOFTWARE: City Council to consider approval of a call for bids for purchase of City-wide Water Meter Replacement and related software. *[Director of Water/Wastewater, City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)]*

Motion by Council Member Britt to approve a call for bids for purchase of City-wide Water Meter Replacement and related software. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

SALE OF DECOMMISSIONED VEHICLE TO LISD FOR SCHOOL RESOURCE OFFICER(S) USE: City Council to consider sale of a decommissioned Police vehicle (Unit #102) for $1 to Lamesa Independent School District for use by School Resource Officer(s). *(Chief of Police and City Manager)*

Motion by Council Member Britt to approve sale of decommissioned Police vehicle (Unit #102) for $1 to Lamesa Independent School District for use by School Resource Officer(s). Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

AMENDMENT TO CITY LAND LEASE & USE OF WASTEWATER EFFLUENT: City Council to consider an amendment to the City's land lease with Mike Tyler and use of wastewater effluent (TxDOT SH349 Project). *(Mayor, Russell Casselberry, City Attorney & City Manager)*

Motion by Council Member Britt to amend the City's land lease with Mike Tyler and use of wastewater effluent to reflect $6250 per year. Motion seconded by Council Member Stewart and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

SALE OF EXTRA PIVOT JOINT TO BE USED AS CREDIT TOWARD WORK TO SHORTEN EXISTING PIVOT (TxDOT SH349 PROJECT: City Council to consider sale of extra pivot joint to Mesa Irrigation Services as credit toward payment for shortening existing pivot for TxDOT SH349 Project. *(Mayor & City Manager)*

Motion by Council Member Britt to approve sale of extra pivot joint to Mesa Irrigation Services as credit toward payment for shortening existing pivot for TxDOT SH349 Project. Motion seconded by Council Member Gonzales and upon being put to a vote the motion passed.

APPROVAL FOR DESTRUCTION OF EIGHT LINERS: City Council to consider authorizing the destruction of eight liners seized in raids by the Lamesa Police Department. *(Police Chief & City Manager)*

Motion by Council Member Britt to authorize the destruction of eight liners seized in raids by the Lamesa Police Department. Motion seconded by Council Member Rubio and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

AMEND CODE OF ORDINANCES BY ADDING SECTION 1.08.006 PARK FEES FOR USE OF THE WEAVER SPORTS COMPLEX: City Council to consider amending Code of Ordinances, Chapter 1, Section 1.08.006 Park Fees for use of the Weaver Sports Complex.

Motion by Council Member Stewart to amend Code of Ordinances, Chapter 1, Section 1.08.006 Park Fees for use of the Weaver Sports Complex. Motion seconded by Council Member Rubio and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

BUDGET AMENDMENT I: City Council to consider amending Ordinance O-18-16 on first reading with respect to October 1, 2016 fiscal year budget. *(City Manager & Finance Director)*

Motion by Council Member Gonzales to amend Ordinance O-18-16 on first reading with respect to October 1, 2016 fiscal year budget. Motion seconded by Council Member Britt and upon being put to a vote the motion passed.

VOTING: "AYE" 6 "NAY" 0 "ABSTAIN" 0

Councilman Britt left the meeting at this time. (6:50 P.M.)

CITY STAFF REPORTS: City Council to hear city departmental reports:

a. **PARKS, STREETS, SANITATION/LANDFILL REPORT:** Director to report on the city's recent events.

b. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.

INVESTMENT REPORT: Finance Director to report on the city's investments for the first quarter of FY 2016-2017.

FINANCIAL REPORT: Finance Director to report on the city's finances.

CITY MANAGER REPORT: City Manager to report on current activities and answer questions from the City Council.

a. CRMWA Debt Restructuring
b. CRMWA Annual Audit

ADJOURNMENT: The next regularly scheduled meetings of the City Council of the City of Lamesa will be March 21, 2017 at 5:30 P.M. There being no other business, the meeting was adjourned at 7:26 P.M.

Pursuant to the provisions of the Texas Open Meetings Act, the City Council certifies that the items above are a full record of the subject matter of each deliberation and indicates each vote, order, decision or other action taken by the City Council of the City of Lamesa, Texas at the meeting held on the date indicated above. Ratified and approved at the regularly called meeting of the City Council of the City of Lamesa, Texas held on March 21, 2017.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

FUND : 01 -GENERAL FUND PERIOD TO USE: Feb-2017 THRU Feb-2017
DEPT : N/A ACCOUNTS: 1001 THRU 1001

POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/JE #	NOTE	AMOUNT	BALANCE
1001					CASH IN BANK					
					B E G I N N I N G B A L A N C E					
2/01/17	2/01	A00290	CHK: 191436	12720	DAWSON CO. LIBRARY	1611			630.00CR	630.00CR
2/01/17	2/01	A00291	CHK: 191437	12720	HENRY NORRIS AGENCY,. IN	3190			1,041.66CR	1,671.66CR
2/01/17	2/01	A00292	CHK: 191438	12720	SOUTH PLAINS PUBLIC HEAL	3730			2,455.22CR	4,126.88CR
2/01/17	2/01	A00293	CHK: 191439	12720	VOLUNTEER FIRE DEPARTMEN	4090			400.00CR	4,526.88CR
2/01/17	2/01	A00294	CHK: 191440	12720	DUYCK LARRY	5777			200.00CR	4,726.88CR
2/01/17	2/01	A00295	CHK: 191441	12720	DALE ALWAN	5983			200.00CR	4,926.88CR
2/01/17	2/01	A00296	CHK: 191442	12720	BOB THOMAS	5984			200.00CR	5,126.88CR
2/01/17	2/01	A00297	CHK: 191443	12720	JASON WILEY	6025			200.00CR	5,326.88CR
2/01/17	2/01	A00298	CHK: 191444	12720	ISAAC LISCANO	6107			200.00CR	5,526.88CR
2/01/17	2/01	A00299	CHK: 191445	12720	MICKEY FLANAGAN	6333			200.00CR	5,726.88CR
2/01/17	2/01	A00300	CHK: 191446	12720	CORBIN SAENZ	6350			200.00CR	5,926.88CR
2/01/17	2/01	A00301	CHK: 191447	12720	STEVE ALEXANDER	6356			200.00CR	6,126.88CR
2/01/17	2/01	A00302	CHK: 191448	12720	JUAN DIAZ	6357			200.00CR	6,326.88CR
2/02/17	2/02	A00560	CHK: 191451	12722	HCTRA	1			38.25CR	6,365.13CR
2/02/17	2/02	A00561	CHK: 191452	12722	CTRMA PROCESSING	1			8.34CR	6,373.47CR
2/02/17	2/02	A00562	CHK: 191453	12722	ADVANCED ANALYSIS, INC	1022			364.00CR	6,737.47CR
2/02/17	2/02	A00563	CHK: 191454	12722	AUTOMOTIVE TECHNOLOGY	1139			75.00CR	6,812.47CR
2/02/17	2/02	A00564	CHK: 191455	12722	AUTOMATED CONTROLS	1140			514.31CR	7,326.78CR
2/02/17	2/02	A00565	CHK: 191456	12722	B & J WELDING SUPPLY	1180			157.65CR	7,484.43CR
2/02/17	2/02	A00566	CHK: 191457	12722	BIG COUNTRY BG	1226			215.25CR	7,699.68CR
2/02/17	2/02	A00567	CHK: 191458	12722	BROCK VETERINARY CLINIC,	1302			103.50CR	7,803.18CR
2/02/17	2/02	A00568	CHK: 191459	12722	CONSOLIDATED SPECIAL FUN	1517			12,900.00CR	20,703.18CR
2/02/17	2/02	A00569	CHK: 191460	12722	DATA FLOW	1587			1,202.90CR	21,906.08CR
2/02/17	2/02	A00570	CHK: 191461	12722	FARMERS MACHINE SHOP	1800			368.49CR	22,274.57CR
2/02/17	2/02	A00571	CHK: 191462	12722	LAMESA TIRE & BATTERY	2645			739.49CR	23,014.06CR
2/02/17	2/02	A00572	CHK: 191463	12722	LYNTEGAR ELECTRIC COOPER	2728			262.22CR	23,276.28CR
2/02/17	2/02	A00573	CHK: 191464	12722	S & C OIL COMPANY, INC.	3575			52.27CR	23,328.55CR
2/02/17	2/02	A00574	CHK: 191465	12722	SHARE CORPORATION	3705			3,493.43CR	26,821.98CR
2/02/17	2/02	A00575	CHK: 191466	12722	ROCKY'S BURGERS	3780			52.61CR	26,874.59CR
2/02/17	2/02	A00576	CHK: 191467	12722	WASTE SYSTEMS	4124			81.67CR	26,956.26CR
2/02/17	2/02	A00577	CHK: 191468	12722	WATERMASTER IRRIGATION	4129			642.21CR	27,598.47CR
2/02/17	2/02	A00578	CHK: 191469	12722	DELL MARKETING LP	4660			207.06CR	27,805.53CR
2/02/17	2/02	A00579	CHK: 191470	12722	CAVAZOS METAL WORK	4890			1,307.50CR	29,113.03CR
2/02/17	2/02	A00580	CHK: 191471	12722	CREATIVE INKS	5035			150.00CR	29,263.03CR
2/02/17	2/02	A00581	CHK: 191472	12722	LUBBOCK TRUCK SALES, INC	5085			189.58CR	29,452.61CR
2/02/17	2/02	A00582	CHK: 191473	12722	MANDRY TECHNOLOGY SOLUTI	5160			67.50CR	29,520.11CR
2/02/17	2/02	A00583	CHK: 191474	12722	STANDARD COFFEE SERVICE	5275			7.81CR	29,527.92CR
2/02/17	2/02	A00584	CHK: 191475	12722	ROADMASTER DIESEL SERVIC	5728			3,117.26CR	32,645.18CR
2/02/17	2/02	A00585	CHK: 191476	12722	FRANKLIN & SON, INC.	5840			123.50CR	32,768.68CR
2/02/17	2/02	A00586	CHK: 191477	12722	TOM'S TREE PLACE	5997			480.00CR	33,248.68CR
2/02/17	2/02	A00587	CHK: 191478	12722	LONGLEY DIESEL & EQUIPME	6039			3,153.99CR	36,402.67CR
2/02/17	2/02	A00588	CHK: 191479	12722	TRUCK TOWN	6069			166.14CR	36,568.81CR
2/02/17	2/02	A00589	CHK: 191480	12722	ARGENT TRUST	6119			150.00CR	36,718.81CR

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1001			CASH IN BANK		* (CONTINUED) *					
2/02/17	2/02	A00590	CHK: 191481	12722	SYLVIA I ORTIZ DAWSON CO	6133			37.50CR	36,756.31CR
2/02/17	2/02	A00591	CHK: 191482	12722	NORTH TEXAS TOLLWAY AUTH	6198			31.50CR	36,787.81CR
2/02/17	2/02	A00592	CHK: 191483	12722	GONZALES WELDING	6254			420.00CR	37,207.81CR
2/02/17	2/02	A00593	CHK: 191484	12722	CRAWFORD RADIATOR SHOP,	6259			680.00CR	37,887.81CR
2/02/17	2/02	A00594	CHK: 191485	12722	O'ROURKE PETROLEUM	6284			1,530.00CR	39,417.81CR
2/02/17	2/02	A00595	CHK: 191486	12722	CAPROCK IRRIGATION LLC	6297			46.00CR	39,463.81CR
2/02/17	2/02	A00596	CHK: 191487	12722	DAVIS CHIROPRACTIC	6300			170.00CR	39,633.81CR
2/02/17	2/02	A00597	CHK: 191488	12722	MID AMERICAN RESEARCH CH	6344			684.00CR	40,317.81CR
2/02/17	2/02	A00598	CHK: 191489	12722	SIERRA IRRIGATION SUPPLY	6421			1,626.33CR	41,944.14CR
2/02/17	2/02	A00599	CHK: 191490	12722	ONE STOP AUTOMOTIVE	6442			404.96CR	42,349.10CR
2/02/17	2/02	A00600	CHK: 191491	12722	RDS PLUMBING, LLC	6444			450.95CR	42,800.05CR
2/02/17	2/02	A00601	CHK: 191449	12723	MANDRY TECHNOLOGY SOLUTI	5160			3,710.00CR	46,510.05CR
2/02/17	2/02	A00602	CHK: 191450	12723	ARGENT TRUST	6119			3,749.25CR	50,259.30CR
2/03/17	2/07	A00641	CHK: 191492	12749	AUTOMOTIVE SPECIALTY	1142			250.00CR	50,509.30CR
2/03/17	2/07	A00642	CHK: 191493	12749	CAIN ELECTRICAL SUPPLY	1383			942.24CR	51,451.54CR
2/03/17	2/07	A00643	CHK: 191494	12749	LAMESA CHAMBER OF COMMER	1457			200.00CR	51,651.54CR
2/03/17	2/07	A00644	CHK: 191495	12749	DACO	1580			1,993.68CR	53,645.22CR
2/03/17	2/07	A00645	CHK: 191496	12749	SALAZAR JANITORIAL SERVI	4610			900.00CR	54,545.22CR
2/03/17	2/07	A00646	CHK: 191497	12749	STANDARD COFFEE SERVICE	5275			81.02CR	54,626.24CR
2/03/17	2/07	A00647	CHK: 191498	12749	STATE RUBBER & ENVIRONME	5315			1,275.00CR	55,901.24CR
2/03/17	2/07	A00648	CHK: 191499	12749	O'REILLY AUTOMOTIVE, INC	5618			163.24CR	56,064.48CR
2/03/17	2/07	A00649	CHK: 191500	12749	SPIKE DYKES	5651			202.01CR	56,266.49CR
2/03/17	2/07	A00650	CHK: 191501	12749	SKTR, INC.	5798			1,712.75CR	57,979.24CR
2/03/17	2/07	A00651	CHK: 191502	12749	CITY OF ABILENE, TEXAS	5953			150.00CR	58,129.24CR
2/03/17	2/07	A00652	CHK: 191503	12749	TRUCK TOWN	6069			513.27CR	58,642.51CR
2/07/17	2/07	A00653	CHK: 000000	12766	INTERNAL REVENUE SERVICE	5832			31,803.97CR	90,446.48CR
2/07/17	2/07	A00654	CHK: 191504	12766	CAPROCK FEDERAL CREDIT U	1390			16,661.63CR	107,108.11CR
2/07/17	2/07	A00655	CHK: 191505	12766	PAYROLL FUND	3270			64,363.86CR	171,471.97CR
2/07/17	2/07	A00656	CHK: 191506	12766	TX CHILD SUPPORT SDU	5634			334.15CR	171,806.12CR
2/07/17	2/07	A00657	CHK: 191507	12766	TEXAS CHILD SUPPORT DISB	5811			184.62CR	171,990.74CR
2/07/17	2/07	A00658	CHK: 191508	12766	TX CHILD SUPPORT SDU	5829			115.38CR	172,106.12CR
2/07/17	2/07	A00659	CHK: 191509	12766	TEXAS CHILD SUPPORT DISB	5859			500.90CR	172,607.02CR
2/07/17	2/07	A00660	CHK: 191510	12766	TX CHILD SUPPORT SDU	5882			276.92CR	172,883.94CR
2/07/17	2/07	A00661	CHK: 191511	12766	AIRMEDCARE NETWORK	5975			1,595.00CR	174,478.94CR
2/07/17	2/07	A00662	CHK: 191512	12766	TX CHILD SUPPORT SDU	5982			113.08CR	174,592.02CR
2/07/17	2/07	A00663	CHK: 191513	12766	JAE FITNESS	6023			152.70CR	174,744.72CR
2/07/17	2/07	A00664	CHK: 191514	12766	TX CHILD SUPPORT SDU	6059			46.15CR	174,790.87CR
2/07/17	2/07	A00665	CHK: 191515	12766	TG	6222			113.12CR	174,903.99CR
2/07/17	2/07	A00666	CHK: 191516	12766	TEXAS CHILD SUPPORT DISB	6380			265.38CR	175,169.37CR
2/07/17	2/07	A00667	CHK: 191517	12766	TEXAS CHILD SUPPORT DISB	6409			41.54CR	175,210.91CR
2/07/17	2/07	A00668	CHK: 191518	12766	TEXAS CHILD SUPPORT DISB	6437			164.82CR	175,375.73CR
2/09/17	2/09	A00714	CHK: 191535	12775	ADVANCED ANALYSIS, INC	1022			285.00CR	175,660.73CR
2/09/17	2/09	A00715	CHK: 191536	12775	BRUCKNER'S TRUCK SALES,	1340			5,398.91CR	181,059.64CR
2/09/17	2/09	A00716	CHK: 191537	12775	CANADIAN RIVER MUNICIPAL	1385			78,684.94CR	259,744.58CR
2/09/17	2/09	A00717	CHK: 191538	12775	CHEVRON AND TEXACO BUSIN	1462			22.67CR	259,767.25CR
2/09/17	2/09	A00718	CHK: 191539	12775	CITY OF LUBBOCK	1470			6,232.36CR	265,999.61CR
2/09/17	2/09	A00719	CHK: 191540	12775	DPC INDUSTRIES INC	1570			2,719.40CR	268,719.01CR

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1001			CASH IN BANK		* (CONTINUED) *					
2/09/17	2/09	A00720	CHK: 191541	12775	HIGGINBOTHAM'S GENERAL O	2180			1,575.20CR	270,294.21CR
2/09/17	2/09	A00723	CHK: 191544	12775	LAMESA BEARING, INC.	2480			100.11CR	270,394.32CR
2/09/17	2/09	A00724	CHK: 191545	12775	LAMESA BUTANE COMPANY	2500			522.70CR	270,917.02CR
2/09/17	2/09	A00725	CHK: 191546	12775	LAMESA MAILING & PACKING	2588			205.99CR	271,123.01CR
2/09/17	2/09	A00726	CHK: 191547	12775	MAYFIELD PAPER COMPANY	2957			2,453.48CR	273,576.49CR
2/09/17	2/09	A00730	CHK: 191551	12775	MORRISON SUPPLY CO	3085			1,552.53CR	275,129.02CR
2/09/17	2/09	A00731	CHK: 191552	12775	PARKHILL,SMITH & COOPER,	3263			4,760.88CR	279,889.90CR
2/09/17	2/09	A00732	CHK: 191553	12775	PAYTON PLUMBING INC	3286			343.09CR	280,232.99CR
2/09/17	2/09	A00733	CHK: 191554	12775	PROFESSIONAL TURF PRODUC	3413			174.31CR	280,407.30CR
2/09/17	2/09	A00734	CHK: 191555	12775	TXU ENERGY	3830			1,043.40CR	281,450.70CR
2/09/17	2/09	A00735	CHK: 191556	12775	WARREN CAT	4122			1,844.16CR	283,294.86CR
2/09/17	2/09	A00736	CHK: 191557	12775	WESTERN INDUSTRIAL SUPPL	4240			1,890.00CR	285,184.86CR
2/09/17	2/09	A00737	CHK: 191558	12775	WINDSTREAM COMMUNICATION	4460			58.87CR	285,243.73CR
2/09/17	2/09	A00738	CHK: 191559	12775	ASSOCIATED SUPPLY COMPAN	5340			1,730.85CR	286,974.58CR
2/09/17	2/09	A00739	CHK: 191560	12775	AUTOZONE, INC.	5593			49.99CR	287,024.57CR
2/09/17	2/09	A00740	CHK: 191561	12775	TEXASDATAVAULT	5607			1,725.00CR	288,749.57CR
2/09/17	2/09	A00741	CHK: 191562	12775	AUSTIN TURF & TRACTOR	5685			229.50CR	288,979.07CR
2/09/17	2/09	A00742	CHK: 191563	12775	GREAT AMERICA FINANCIAL	5734			167.00CR	289,146.07CR
2/09/17	2/09	A00743	CHK: 191564	12775	UNITED LABORATORIES	6077			592.54CR	289,738.61CR
2/09/17	2/09	A00744	CHK: 191565	12775	RELIANT ENERGY	6316			33,907.62CR	323,646.23CR
2/09/17	2/09	A00746	CHK: 191567	12784	DAVIS FURNITURE COMPANY	1600			946.44CR	324,592.67CR
2/09/17	2/09	A00748	CHK: 191569	12784	NAPA AUTO PARTS	5833			2,260.95CR	326,853.62CR
2/09/17	2/09	A00751	CHK: 191519	12773	ELISA ALVAREZ	1			50.00CR	326,903.62CR
2/09/17	2/09	A00752	CHK: 191520	12773	LAMESA COTTON CLASSING	1			200.00CR	327,103.62CR
2/09/17	2/09	A00753	CHK: 191521	12773	CONCEPCION BANUELOS	1			50.00CR	327,153.62CR
2/09/17	2/09	A00754	CHK: 191522	12773	GLOBE ENERGY	1			50.00CR	327,203.62CR
2/09/17	2/09	A00755	CHK: 191523	12773	DANIEL HILBURN	1			50.00CR	327,253.62CR
2/09/17	2/09	A00756	CHK: 191524	12773	RAYMOND VARGAS	1			200.00CR	327,453.62CR
2/09/17	2/09	A00757	CHK: 191525	12773	LAMESA AIRPORT BOARD	1013			5,327.20CR	332,780.82CR
2/09/17	2/09	A00758	CHK: 191526	12773	SANCHEZ, MARK	5805			36.34CR	332,817.16CR
2/09/17	2/09	A00759	CHK: 191527	12773	ADVANCED BUSINESS SOLUTI	5870			166.98CR	332,984.14CR
2/09/17	2/09	A00760	CHK: 191528	12773	STAHL,TERRI	5940			79.72CR	333,063.86CR
2/09/17	2/09	A00761	CHK: 191529	12773	JOE RODRIGUEZ	5986			20.15CR	333,084.01CR
2/09/17	2/09	A00762	CHK: 191530	12773	THE AMBASSADOR COMPANY	6394			289.00CR	333,373.01CR
2/09/17	2/09	A00763	CHK: 191531	12773	ROBERT SHERWOOD	6405			422.50CR	333,795.51CR
2/09/17	2/09	A00764	CHK: 191532	12773	JEFFREY PINKSTAFF	6430			1,238.14CR	335,033.65CR
2/09/17	2/09	A00766	CHK: 191534	12773	MEGAN VILLANUEVA	6439			19.50CR	335,053.15CR
2/09/17	2/15	B54190	Misc 000002	08732	AMERICAN EXPRESS- PAID		JE# 021752		2,761.57CR	337,814.72CR
2/09/17	2/15	B54190	Misc 000002	08732	AMERICAN EXPRESS- PAID		JE# 021752		239.76CR	338,054.48CR
2/09/17	2/15	B54191	Misc 000003	08732	METER POSTAGE		JE# 021753		500.00CR	338,554.48CR
2/15/17	2/15	A00784	CHK: 191572	12794	LAMESA CHAMBER OF COMMER	1457			3,270.00CR	341,824.48CR
2/15/17	2/15	A00785	CHK: 191573	12788	LAMESA ECONOMIC DEVELOPM	2555			24,273.29CR	366,097.77CR
2/15/17	2/15	A00786	CHK: 191574	12788	NTS COMMUNICATIONS	3135			764.45CR	366,862.22CR
2/15/17	2/15	A00788	CHK: 191576	12788	POSTMASTER	3390			1,500.00CR	368,362.22CR
2/15/17	2/15	A00789	CHK: 191577	12788	WINDSTREAM COMMUNICATION	4460			68.86CR	368,431.08CR
2/15/17	2/15	A00790	CHK: 191578	12788	WELLS FARGO FINANCIAL LE	5623			48,008.26CR	416,439.34CR
2/15/17	2/15	A00791	CHK: 191579	12788	LAMESA ECONOMIC ALLIANCE	5942			24,273.29CR	440,712.63CR

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1001			CASH IN BANK		* (CONTINUED) *					
2/15/17	2/15	A00792	CHK: 191580	12788	DLL FINANCE LLC	5958			885.58CR	441,598.21CR
2/15/17	2/15	A00793	CHK: 191581	12788	VERIZON WIRELESS	5969			1,950.49CR	443,548.70CR
2/15/17	2/15	A00795	CHK: 191583	12788	ROBERT SHERWOOD	6405			1,757.50CR	445,306.20CR
2/15/17	2/15	A00796	CHK: 191584	12788	MARK CHANDLER	6411			928.20CR	446,234.40CR
2/15/17	2/15	A00797	CHK: 191585	12788	JEFFREY PINKSTAFF	6430			308.86CR	446,543.26CR
2/15/17	2/15	A00798	CHK: 191586	12790	BARNCO INC	1161			206.56CR	446,749.82CR
2/15/17	2/15	A00799	CHK: 191587	12790	CLAIBORNE'S THRIFTWAY	1480			52.25CR	446,802.07CR
2/15/17	2/15	A00800	CHK: 191588	12790	DPC INDUSTRIES INC	1570			360.00CR	447,162.07CR
2/15/17	2/15	A00801	CHK: 191589	12790	FERRARA FIRE APPARATUS,	1861A			258.70CR	447,420.77CR
2/15/17	2/15	A00802	CHK: 191590	12790	GEBO'S DISTRIBUTING CO.,	2000			1,463.78CR	448,884.55CR
2/15/17	2/15	A00805	CHK: 191593	12790	FULBRIGHT & CASSELBERRY	2090			26.00CR	448,910.55CR
2/15/17	2/15	A00806	CHK: 191594	12790	R & B BEARING & HYDRAULI	3431			3,912.24CR	452,822.79CR
2/15/17	2/15	A00807	CHK: 191595	12790	STEWART & STEVENSON, INC	3800			1,659.52CR	454,482.31CR
2/15/17	2/15	A00808	CHK: 191596	12790	TASCOSA OFFICE MACHINES	5115			2,813.05CR	457,295.36CR
2/15/17	2/15	A00811	CHK: 191599	12790	ACOSTA DRILLING,INC. & S	5956			3,143.32CR	460,438.68CR
2/15/17	2/15	A00812	CHK: 191600	12790	SIERRA SPRINGS	6114			75.47CR	460,514.15CR
2/15/17	2/15	A00813	CHK: 191601	12790	THE PIT STOP AUTO DETAIL	6132			25.00CR	460,539.15CR
2/20/17	2/20	U25424	CHECK 191602	16052	REFUND: DREW, TIMOTHY J				36.20CR	460,575.35CR
2/20/17	2/20	A00815	CHK: 191603	12797	SANDY ACOSTA	1			80.00CR	460,655.35CR
2/20/17	2/20	A00816	CHK: 191604	12797	MISTIEGIL RENEE CAMPOS	1			50.00CR	460,705.35CR
2/20/17	2/20	A00817	CHK: 191605	12797	MIDWEST RADAR & EQUIPMEN	3030			70.00CR	460,775.35CR
2/20/17	2/20	A00818	CHK: 191606	12797	SHELL FLEET PLUS	5055			46.01CR	460,821.36CR
2/20/17	2/20	A00819	CHK: 191607	12797	CHAPMAN, WAYNE	5150			13.51CR	460,834.87CR
2/20/17	2/20	A00820	CHK: 191608	12797	TEXAS CITY MANAGEMENT AS	5573			209.99CR	461,044.86CR
2/20/17	2/20	A00821	CHK: 191609	12797	JEANETTE PARRISH	6213			150.00CR	461,194.86CR
2/20/17	2/20	A00822	CHK: 191610	12797	WTG FUELS, INC.	6220			14,992.70CR	476,187.56CR
2/20/17	2/20	A00824	CHK: 191612	12797	ELIGIBILITY TRACKING CAL	6320			175.00CR	476,362.56CR
2/20/17	2/20	A00825	CHK: 191613	12797	JOCELYN ALCANTAR	6447			24.53CR	476,387.09CR
2/20/17	2/21	A00826	CHK: 191614	12798	TEXAS MUNICIPAL RETIREME	3973			621.71CR	477,008.80CR
2/20/17	2/21	U25427	CHECK 191629	16065	REFUND: PORTER, KEITH				41.30CR	477,050.10CR
2/20/17	2/21	U25427	CHECK 191630	16065	REFUND: LARA, JOE				4.24CR	477,054.34CR
2/20/17	2/21	U25427	CHECK 191631	16065	REFUND: SALAZAR, CARLOTA				44.24CR	477,098.58CR
2/20/17	2/21	U25427	CHECK 191632	16065	REFUND: TREVINO, ANGELITA				41.35CR	477,139.93CR
2/20/17	2/21	U25427	CHECK 191633	16065	REFUND: LAWAL, OLUWOLE O				33.67CR	477,173.60CR
2/20/17	2/21	U25427	CHECK 191634	16065	REFUND: UNGER, SARA F				56.74CR	477,230.34CR
2/20/17	2/21	U25427	CHECK 191635	16065	REFUND: ADDISON, SHELLY				66.07CR	477,296.41CR
2/20/17	2/21	U25427	CHECK 191636	16065	REFUND: SMITH, GINI				66.26CR	477,362.67CR
2/21/17	2/21	A00829	CHK: 000000	12801	INTERNAL REVENUE SERVICE	5832			31,271.62CR	508,634.29CR
2/21/17	2/21	A00830	CHK: 191615	12801	CAPROCK FEDERAL CREDIT U	1390			18,011.38CR	526,645.67CR
2/21/17	2/21	A00831	CHK: 191616	12801	PAYROLL FUND	3270			63,585.71CR	590,231.38CR
2/21/17	2/21	A00832	CHK: 191617	12801	TX CHILD SUPPORT SDU	5634			334.15CR	590,565.53CR
2/21/17	2/21	A00833	CHK: 191618	12801	TEXAS CHILD SUPPORT DISB	5811			184.62CR	590,750.15CR
2/21/17	2/21	A00834	CHK: 191619	12801	TX CHILD SUPPORT SDU	5829			115.38CR	590,865.53CR
2/21/17	2/21	A00835	CHK: 191620	12801	TEXAS CHILD SUPPORT DISB	5859			500.90CR	591,366.43CR
2/21/17	2/21	A00836	CHK: 191621	12801	TX CHILD SUPPORT SDU	5882			276.92CR	591,643.35CR
2/21/17	2/21	A00837	CHK: 191622	12801	TX CHILD SUPPORT SDU	5982			113.08CR	591,756.43CR
2/21/17	2/21	A00838	CHK: 191623	12801	JAE FITNESS	6023			152.70CR	591,909.13CR

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1001					CASH IN BANK * (CONTINUED) *					
2/21/17	2/21	A00839	CHK: 191624	12801	TX CHILD SUPPORT SDU	6059			46.15CR	591,955.28CR
2/21/17	2/21	A00840	CHK: 191625	12801	TG	6222			113.12CR	592,068.40CR
2/21/17	2/21	A00841	CHK: 191626	12801	TEXAS CHILD SUPPORT DISB	6380			265.38CR	592,333.78CR
2/21/17	2/21	A00842	CHK: 191627	12801	TEXAS CHILD SUPPORT DISB	6409			41.54CR	592,375.32CR
2/21/17	2/21	A00843	CHK: 191628	12801	TEXAS CHILD SUPPORT DISB	6437			164.82CR	592,540.14CR
2/21/17	2/21	A00844	CHK: 191637	12807	TEXAS MUNICIPAL RETIREME	3973			621.71CR	593,161.85CR
2/21/17	2/21	A00847	CHK: 191640	12803	BB&T GOVERNMENTAL FINANC	6001			256,152.45CR	849,314.30CR
2/23/17	2/23	A00856	CHK: 191641	12808	GARZA, DIONICIO JR	1969			44.10CR	849,358.40CR
2/23/17	2/23	A00857	CHK: 191642	12808	TEEX	3910			50.00CR	849,408.40CR
2/23/17	2/23	A00858	CHK: 191643	12808	WALMART COMMUNITY/GECRB	4110			245.38CR	849,653.78CR
2/23/17	2/23	A00859	CHK: 191644	12808	WINDSTREAM COMMUNICATION	4460			106.58CR	849,760.36CR
2/23/17	2/23	A00860	CHK: 191645	12808	OGEDA, ERNEST	5617			57.69CR	849,818.05CR
2/23/17	2/23	A00861	CHK: 191646	12808	GREAT AMERICA FINANCIAL	5734			384.30CR	850,202.35CR
2/23/17	2/23	A00862	CHK: 191647	12808	CITY OF ABILENE, TEXAS	5953			140.00CR	850,342.35CR
2/23/17	2/23	A00863	CHK: 191648	12808	PNC EQUIPMENT FINANCE,LL	5960			584.29CR	850,926.64CR
2/23/17	2/23	A00864	CHK: 191649	12808	UNIVERSITY OF NORTH TEXA	6101			240.00CR	851,166.64CR
2/23/17	2/23	A00865	CHK: 191650	12808	MARK CHANDLER	6411			309.40CR	851,476.04CR
2/23/17	2/23	A00866	CHK: 191651	12808	JEFFREY PINKSTAFF	6430			310.48CR	851,786.52CR
2/23/17	2/23	A00867	CHK: 191652	12809	BIG TIMBER TREE SERVICE	6446			1,500.00CR	853,286.52CR
2/23/17	2/23	A00868	CHK: 191653	12813	TEXAS STATE BOARD OF PLU	6097			55.00CR	853,341.52CR
2/27/17	2/27	B54308	Misc 000011	08750	WORKER COMP TSF TO RISK MGMT		JE# 021810		6,302.67CR	859,644.19CR
2/27/17	2/27	B54313	Misc 000014	08751	LIABILITY TSF G/F TO RISK MGMT		JE# 021815		6,213.08CR	865,857.27CR
2/27/17	2/27	A00886	CHK: 000000	12811	INTERNAL REVENUE SERVICE	5832			129.12CR	865,986.39CR
2/27/17	2/27	B54321	Misc 000019	08752	HEALTH INS. TSF. - G/F		JE# 021820		27,636.92CR	893,623.31CR
2/28/17	2/28	A00887	CHK: 191670	12819	CITY OF LAMESA IMS HEALT	5155			50,000.00CR	943,623.31CR
2/28/17	2/28	A00888	CHK: 191671	12819	STAHL,TERRI	5940			126.80CR	943,750.11CR
2/28/17	2/28	A00889	CHK: 191672	12819	MARK CHANDLER	6411			309.40CR	944,059.51CR
2/28/17	2/28	A00890	CHK: 191673	12819	JEFFREY PINKSTAFF	6430			309.40CR	944,368.91CR
2/28/17	2/28	A00891	CHK: 191667	12818	FULBRIGHT & CASSELBERRY	2090			2,145.83CR	946,514.74CR
2/28/17	2/28	A00892	CHK: 191668	12818	PAYROLL FUND	3270			380.50CR	946,895.24CR
2/28/17	2/28	A00893	CHK: 191669	12818	SENIOR CITIZENS	3675			3,750.00CR	950,645.24CR
2/28/17	2/28	A00894	CHK: 191654	12816	AFLAC INSURANCE	1020			3,658.74CR	954,303.98CR
2/28/17	2/28	A00895	CHK: 191655	12816	CAPROCK FEDERAL CREDIT U	1390			173.94CR	954,477.92CR
2/28/17	2/28	A00896	CHK: 191656	12816	TEXAS MUNICIPAL RETIREME	3973			26,657.78CR	981,135.70CR
2/28/17	2/28	A00902	CHK: 191662	12816	MY BOOT STORE	5710			107.50CR	981,243.20CR
2/28/17	2/28	A00903	CHK: 191663	12816	LEGAL SHIELD	5900			492.10CR	981,735.30CR
2/28/17	2/28	A00904	CHK: 191664	12816	NEW YORK LIFE	5921			487.40CR	982,222.70CR
2/28/17	2/28	A00905	CHK: 191665	12816	GUARDIAN-APPLETON	6141			479.46CR	982,702.16CR
2/28/17	2/28	A00906	CHK: 191666	12816	CITY OF LAMESA FSA	6308			2,393.84CR	985,096.00CR
2/28/17	3/04	B54378	Misc 000024	08765	METER POSTAGE		JE# 021841		500.00CR	985,596.00CR
2/28/17	3/08	B54420	Misc 000026	08776	SALES & USE TAX - ACH DEBIT		JE# 021868		10,245.92CR	995,841.92CR
2/28/17	3/15	B54464	Misc 000027	08783	MONTHLY COURT FEES TRANSFER		JE# 021888		2,730.66CR	998,572.58CR
			==========		FEBRUARY ACTIVITY DB:	0.00	CR:	998,572.58CR	998,572.58CR	

SELECTION CRITERIA

FISCAL YEAR: Oct-2016 / Sep-2017
FUND: Include: 01
PERIOD TO USE: Feb-2017 THRU Feb-2017
TRANSACTIONS: CREDIT

ACCOUNT SELECTION

ACCOUNT RANGE: 1001 THRU 1001
DEPARTMENT RANGE: - THRU -
ACTIVE FUNDS ONLY: NO
ACTIVE ACCOUNT ONLY: NO
INCLUDE RESTRICTED ACCOUNTS: NO
DIGIT SELECTION:

PRINT OPTIONS DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: NO
PRINT ENCUMBRANCES: NO
PRINT VENDOR NAME: NO
PRINT PROJECTS: NO
PRINT MONTHLY TOTALS: YES
PRINT GRAND TOTALS: NO
PRINT: INVOICE #
PAGE BREAK BY: NONE

*** END OF REPORT ***

CITY OF LAMESA

CITY COUNCIL APPOINTED BOARDS AND COMMISSIONS

ZONING BOARD OF ADJUSTMENT

AUTHORITY FOR APPOINTMENT: City Ordinance § 14.02

TERM OF OFFICE: 2 Years, NO. OF MEMBERS: 5; 2 Alt.

DUTIES AND RESPONSIBILITIES

1. To hear and decide special exceptions to the terms of the zoning ordinance upon which the board is required to pass.
2. To authorize upon appeal in special cases, variances from the terms of the ordinance, owing to special conditions, the literal enforcement of the ordinance will result in unnecessary hardship.
3. To revise or reform, wholly or partly, or modify the order, requirement, decision or determination appealed by any person aggrieved or by any officer, department, board, or bureau of the city affected by any zoning decision of an administrative officer.

BOARD MEMBERS

NAME	DATE APPOINTED	RE-APPOINTED	TERM EXPIRES
Gary Culp	08-19-96	12-14	12-16
Barney Blount	11-17-09	12-14	12-16
Jenkin Ortiz	12-2013	12-14	12-16
Bob Henderson	12-16-14		12-16
Ray Stephens	12-16-14		12-16
ALTERNATE MEMBERS			
Richard Leonard	08-21-12	12-14	12-16
John Hegi	12-16-14		12-16
Larry Allison	12-16-14		12-16

CITY OF LAMESA

CITY COUNCIL APPOINTED BOARDS AND COMMISSIONS

PLANNING AND ZONING COMMISSION

AUTHORITY FOR APPOINTMENT: City Ordinance §1.04.131

TERM OF OFFICE: 3 Years NO. OF MEMBERS: 7; 2 Alt.

DUTIES AND RESPONSIBILITIES

1. To make recommendations related to the comprehensive plan.
2. To investigate, consider and report to the city council on the layout plan of any new subdivision and approve all plats, plans, or replats of additions within the jurisdiction of the city.
3. To hear request for changes in zoning districts and to make recommendations to the city council regarding such requests.

BOARD MEMBERS

NAME	DATE APPOINTED	RE-APPOINTED	TERM EXPIRES
John Hegi	09-20-76	12-16-14	12-17
Larry Allison	12-17-13	12-16-14	12-17
Bob Henderson		12-16-14	12-17
Jenkin Ortiz	12-16-17	12-16-14	12-17
Ray Stephens	12-12-88	12-16-14	12-17
Sam Adams	06-18-01	12-16-14	12-17
Gary Culp	12-16-14		12-17
ALTERNATE MEMBERS:			
Richard Leonard		12-16-14	12-17
Barney Blount		12-16-14	12-17

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 4**

SUBJECT:	**2017 GENERAL ELECTION**
PROCEEDING:	Ordinance, 1st reading
SUBMITTED BY:	City Secretary
EXHIBIT:	Ordinance
AUTHORITY:	State Law; Texas Election Code; Section 2.051, 2.052, and 2.053

SUMMARY STATEMENT

Consider passing an ordinance on first reading declaring the unopposed candidate for District 6 for the 2017 City of Lamesa General Election, to be held on May 6, 2017, elected to office. *(City Secretary)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass an ordinance on first reading declaring the unopposed candidate for the 2017 City of Lamesa General Election, to be held on May 6, 2017. **Council Member** District 6, Douglas Morris **elected to office.** Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

The Texas Election Code allows the City Council to cancel its election where the candidate for office is unopposed. Enclosed is a certification from the City Secretary certifying that the candidate for City Council Member District 6 was unopposed for the May 6th City election. You have the option to pass an ordinance declaring the candidates elected to office. If you do so, they will take office in May. The time has also passed for the filing of write-in candidates. **Recommend approval.**

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN UNOPPOSED CANDIDATE IN THE MAY 6, 2017, GENERAL CITY ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION IN DISTRICT SIX (6); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 6, 2017, for the purpose of electing members to the city council; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidate on the ballot for District Six 6 is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Texas Election Code, authorizes the City Council to declare the candidate elected to office and cancel the election,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS;

Section 1. The following candidate, who is unopposed in the May 6, 2017, general city election, is declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

City Council Member
District 6: Douglas Morris

Section 2. The May 6, 2017, District 6 Council Member election is hereby canceled and the City Secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place that would have been used in the election.

Section 3. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its final passage, and it is so ordained.

Upon being put to a vote the foregoing ordinance was Passed on First Reading on the 21st day of March, 2017, by a majority vote; and then on the 18th day of April, 2017, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second and Final Reading and Adopted this 18th day of April, 2017, by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

2017 CERTIFICATE OF UNOPPOSED CANDIDATES
2017 CERTIFICACIÓN DE CANDIDATOS ÚNICOS

To: Lamesa City Council
Al: Concilio de la Ciudad de Lamesa

As the authority, responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2017.

Como autoridad a cargo de la preparación de le boleta de votación official, por la presente certifico que los siguientes candidates ùnicos para elección para un cargo en la elección que se llevará a cabo el 6 de Mayo de 2017.

List officers and names of candidates:
Lista de cargos y nombres de los candidates:

Office(*Cargo*)	**Candidates (*Candidatos*)**
Council Member District 6: ***Consejo de Distrito 6***	**Douglas Morris**

_____
Signature *(Firma)*

Norma Garcia
Printed name (*Nombre en letra de molde)*

CITY SECRETARY
Title (*Puesto)*

MARCH 21, 2017
Date of signing *(Fecha de firma)*

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MARCH 21. 2017 **AGENDA ITEM: 5**

SUBJECT:	**APPOINTMENT – ELECTION OFFICIALS**
PROCEEDING:	Appointment
SUBMITTED BY:	City Secretary
EXHIBITS:	Resolution
AUTHORITY:	*State Law; Texas Election Code, Section 32.005*

SUMMARY STATEMENT

Consider passing resolution appointing a presiding judge and alternate judge for the 2017 City General Election and a presiding judge for the Early Voting Ballot Board; clerks for early balloting; and to provide for compensation of services for the 2017 City Elections to be held on May 6, 2017. (*City Secretary*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____to pass a resolution appointing **Elda Barrera** as Presiding Judge, **Lisa Gonzales** as Alternate Presiding Judge and **Susie Brown** as Presiding Judge of the Early Voting Ballot Board for the 2017 City of Lamesa General Election and setting compensation ($11.00 per hour per election worker) for same. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Elda Barrera has agreed to serve as Presiding Judge with **Lisa Gonzales** as Alternate Judge; **Susie Brown** has agreed to serve as Judge of the Early Voting Ballot Board. They have worked in previous elections and I recommend passing a resolution making these appointments. The rate of pay for all election day workers to be $11.00 per hour. (NG)

Recommend approval.

RESOLUTION NO.

A RESOLUTION APPOINTING ELECTION OFFICIALS FOR THE 2017 CITY OF LAMESA GENERAL ELECTIONS.

On this the 21st day of March, 2017, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the terms of the Federal Court Order resolving Civil Action Number CA 5-91-0153, the laws of the State of Texas and the Charter of the City of Lamesa, Texas provide that on May 6, 2017, there shall be elected the following officials for this City.

One (1) "Council Member" in District 2

One (1) "Council Member" in District 3

for three (3) year terms expiring in 2020; and

WHEREAS, the terms of the Federal Court Order resolving Civil Action Number CA 5-91-0153, the laws of the State of Texas and the Charter of the City of Lamesa, Texas further provide that the Election code of the State of Texas is applicable to said election, and that Section 32.005 of said Code provides that the judges of said election may be appointed for a single election; and

WHEREAS, it is in the public interest and welfare that said resolution be passed.

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

I. That the City of Lamesa, Texas having six election districts, said election shall be held at the following place in said City.

Forrest Park Community Center

814 South Houston Avenue

II. That the following named persons are hereby appointed officers for said election:

(A). For the 2017 City of Lamesa General Election, Elda Barrera shall serve as Presiding Judge and Lisa Gonzales shall serve as Alternate Presiding Judge, and the Clerks for said election shall be appointed by the Presiding Judge in a number not to exceed six (6) clerks.

(B). Susie Brown shall serve as Presiding Judge of the Early Voting Ballot Board and the Clerks for said election shall be appointed by the Presiding Judge in a number not to exceed two (2) clerks. Lisa Gonzales shall serve as Alternate Presiding Judge for the Early Voting Ballot Board.

(C). Norma Garcia is hereby appointed Clerk for Early Balloting and Sandy Trevino and Terri Stahl are appointed as Deputy Clerks for early balloting. One additional deputy clerk may be employed and appointed on a temporary basis for said election.

(D). The term of office for said appointments shall be for the period of the 2017 City Officer's Election including any runoff Election.

(E). Compensation for said election officials and clerks shall be Eleven Dollars ($11.00) per hour, as provided for in Section 32.091 of the Election Code; and the Election judge or clerk who delivers the Election records, keys, and ballot boxes to the Mayor, City Secretary, and County Voter Registrar is entitled to compensation for that service in the amount of Twenty-Five Dollars ($25.00), as provided for in Section 32.093 of said Code.

(F). Notice of said appointment shall be given to the presiding election judges in accordance with the provisions of Section 4.007 of the Election Code.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 21st day of March, 2017, by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the resolution book thereafter.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

RESOLUCIÓN NO. _____

RESOLUCIÓN DE LAS AUTORIDADES ELECTORALES PARA NOMBRAR LA ELECCIÓN GENERAL DE CIUDAD DE LAMESA DE 2017.

Sobre este el día 21 de marzo de 2017, se salió y se celebró en el lugar de reunión ordinaria, el Ayuntamiento, celebró una reunión abierta del Ayuntamiento de la ciudad de Lamesa, Texas con arreglo a las disposiciones de la ley de Texas abrir reuniones; allí está un quórum presente y actuando a lo largo de la reunión, la siguiente resolución fue formalmente presentado por el movimiento y debidamente adscrito a la consideración y la acción de la reunión, a saber:

Considerando que, en los términos de la orden judicial Federal resolver el número de Acción Civil CA 5-91-0153, las leyes del Estado de Texas y la Carta de la ciudad de Lamesa, Texas proporcionan el 6 de mayo de 2017, allí se elegirán a los siguientes funcionarios de esta ciudad.

Un (1) "miembro del Consejo" en el distrito 2,

Uno (1) "miembro del Consejo" en el distrito 3,

años de términos que expiraron en 2020. y

Considerando que, en los términos de la orden judicial Federal resolver el número de Acción Civil CA 5-91-0153, las leyes del Estado de Texas y la Carta de la ciudad de Lamesa, Texas además proporcionar que la elección de código del Estado de Texas es aplicable a dicho elecciones, y que la sección 32.005 del código establece que los jueces de dicha elección podrán designar a una sola elección; y

Considerando, que es en el interés público y el bienestar de los que dijo se aprobó la resolución.

AHORA, POR LO TANTO, SE RESUELVE POR EL AYUNTAMIENTO DE LA CIUDAD DE LAMESA, TEXAS

I. Que la ciudad de Lamesa, Texas, con seis de los distritos electorales, dijo elección se celebrará en el siguiente lugar en dicho ciudad.

Centro de comunidad de Forrest Park
814 South Houston Avenue y;

II. Que el nombre de las personas son por la presente designado oficiales para dicha elección:

A. Para el 2017 ciudad de Lamesa elecciones generales, Elda Barrera actuarán como magistrado Presidente y Lisa Gonzales actuará como Juez Presidente

alternativo, y los secretarios para dicha elección serán nombrados por el magistrado que presida en un número no se supere los empleados de seis (6).

B. Susie Brown actuará como magistrado Presidente de la Junta de boleta de votación temprana y los secretarios para dicha elección serán nombrados por el magistrado que presida en un número no se supere los empleados de dos (2). Lisa Gonzales actuará como Juez Presidente alternativo para la Junta de boleta de votación temprana.

C. Norma Garcia queda es nombrado Secretario de votación temprana y Sandy Trevino y Terri Stahl son nombradas como Clerks adjunto para la votación temprana. Un empleado de adjunto adicional puede ser empleado y nombrado temporalmente para dicha elección.

D. La duración del mandato para dichos nombramientos serán para el período de elección del oficial de ciudad de 2017, incluyendo cualquier elección de escorrentía.

E. Indemnización por dicha elección funcionarios y empleados de estará once dólares ($11.00) por hora, tal como se prevé en la sección 32.091 del código electoral. y el juez de la elección o empleado que ofrece la elección registros, claves y urnas para el alcalde, Secretario de la ciudad y Condado de votantes de registrador tiene derecho a indemnización por ese servicio de veinticinco dólares ($25.00), tal como se prevé en la sección 32.093 de dicho código.

F. Se dará aviso de dicho nombramiento a los jueces de elección de Presidente en conformidad con las disposiciones de la sección 4.007 del código electoral.

Tras ser sometido a votación, la resolución fue aprobada, aprobado y adoptó este día 21 de marzo de 2017, por mayoría de votos y ordenó a ser difundido a los minutos del Ayuntamiento de la ciudad de Lamesa, Texas y registrada en el libro de resolución a partir de entonces.

_____

Josh Stevens, Alcalde
Ciudad de Lamesa

ATESTIGUA:

_____

Norma Garcia, Secretaria de la Ciudad
Ciudad de Lamesa

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 6**

SUBJECT: **AMEND JOINT ELECTION AGREEMENT WITH LAMESA ISD TO INCLUDE DAWSON COUNTY HOSPITAL DISTRICT**
PROCEEDING: Resolution
SUBMITTED BY: City staff
AUTHORITY:

SUMMARY STATEMENT

Consider passing a resolution approving a Joint Election Agreement between the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa to share the use of Forrest Park Community Center at 814 S. Houston, Lamesa, Texas for holding elections. *(City Secretary)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass a resolution to approve a Joint Election Agreement between the Lamesa Independent School District, Dawson County Hospital District, and the City of Lamesa to share the use of Forrest Park Community Center at 814 S. Houston, Lamesa, Texas for holding elections. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

AMENDED RESOLUTION NO. R-2-17

RESOLUTION OF THE CITY OF LAMESA, TEXAS, REGARDING HOLDING A JOINT ELECTION WITH LAMESA INDEPENDENT SCHOOL DISTRICT AND DAWSON COUNTY HOSPITAL DISTRICT

At a lawfully called meeting on January 17, 2017, held in accordance with Chapter 551 of the Texas Government Code, the City Council of the City of Lamesa, Texas does hereby make the following Resolution regarding the City's upcoming general election:

WHEREAS, the Lamesa Independent School District ("District"), Dawson County Hospital District ("Hospital District"), and the City of Lamesa ("City") are each political subdivisions of the State of Texas;

WHEREAS, Texas Education Code §11.0581(a) requires that an election for trustees of an independent school district be held on the same date as the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers;

WHEREAS, Texas Education Code §11.0581(b) requires that District trustee elections under §11.0581(a) be conducted jointly, and in accordance with Chapter 271 of the Election Code;

WHEREAS, May 6, 2017, is a uniform Election Date under Texas Election Code §41.001 ("Election Day");

WHEREAS, the City intends to hold a regular election on Election Day, May 6, 2017;

WHEREAS, the Lamesa Independent School District's Board of Trustees intends for the District to hold a general trustee election on Election Day, May 6, 2017;

WHEREAS, Texas Election Code § 271.002(a) authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the governing bodies of the District, Hospital District, and City desire to hold a joint election as set forth in the Joint Election Agreement attached hereto and fully incorporated as if set forth herein, and as permitted by Chapter 271 of the Texas Election Code; and

WHEREAS, it will benefit the District, Hospital District, and City, and the citizens and voters thereof, to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lamesa, Texas hereby adopts the above recitals as findings of fact and operative provisions hereof the same as if set out in full;

RESOLVED FURTHER, that the May 6 2017, election, and future elections, shall be jointly held by the District, Hospital District, and City in accordance with, and as permitted under, Texas Election Code §271.002, and as required by Texas Education Code §11.0581; and

RESOLVED FURTHER, that the City Council authorizes the Mayor to enter into execute Joint Election Agreement.

Upon being put to a vote, the foregoing resolution was, passed, approved and adopted this 21ST day of March, 2017, by a majority vote of the City Council and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas, and recorded in the Resolution Book thereafter.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 7**

SUBJECT: **OPEN BID – CITY-WIDE WATER METER REPLACEMENT & RELATED SOFTWARE**
PROCEEDING: Approval
SUBMITTED BY: City Staff
AUTHORITY:

SUMMARY STATEMENT

City Council to open bids for City-wide Water Meter Replacement and related software to be reviewed by City staff and City Engineer. [Director of Water/Wastewater, City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)]

COUNCIL ACTION

NAME OF ENTITY	TOTAL OF BID ($)

DISCUSSION _____

Motion by Council Member _____ to award for City-wide Water Meter Replacement and related software to _____ . Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 8**

SUBJECT: **CALL FOR CONSTRUCTION BIDS FOR 2016 CDBG WATER LINE PROJECT**
PROCEEDING: Approval
SUBMITTED BY: City Staff
AUTHORITY:

SUMMARY STATEMENT

City Council to consider approval of a call for construction bids to install 2016 CDBG water line project. [Director of Water/Wastewater, City Manager, Finance Director and Mr. Holly Holder, City Engineer (Parkhill Smith & Cooper)]

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a call for construction bids to install 2016 CDBG water line project. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

Project Manual

City of Lamesa, Texas

Water System Improvements

Water Line Replacement

TxCDBG No. 7216280

TCEQ Review

March 2017

PSC Project # 01277517

PARKHILLSMITH&COOPER

ADVERTISEMENT

Sealed proposals addressed to City of Lamesa will be received at Lamesa City Hall, 601 South 1st Street, Lamesa, Texas 79381, until [date_____] at [time_____] for City of Lamesa Water System Improvements, Water Line Replacement, TxCDBG No. 7216280.

Proposals will be publicly opened and read aloud during the regular Lamesa City Council meeting. Any bid received after closing time will be returned unopened. Bids will be tabulated and presented to City of Lamesa for action at a later date.

Information for bidders, proposal forms, specifications and plans are on file at City of Lamesa and the office of Parkhill, Smith & Cooper, Inc., (PSC) Consulting Engineers, 4222 85th Street, Lubbock, Texas, 79423.

Bidders must submit a cashier's or certified check issued by a bank satisfactory to Owner, or Proposal Bond from a reliable Surety Company, payable without recourse to the order of City of Lamesa in an amount not less than 5 percent of the bid submitted as a guarantee Bidder will enter into a contract and execute bonds in forms provided within 15 days' after notice of award of contract to him. Bids without the required check or Proposal Bond will not be considered.

The successful Bidder will be required to furnish a Performance Bond and Payment Bond, each in the amount of the contract, written by a responsible Surety Company authorized to do business in the State of Texas, and satisfactory to the Owner, as required by Article 5160, V.A.T.C.S., as amended by H.B.344, passed by the 56th Legislature, Regular Session 1959.

Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

Copies of the plans, specifications and contract documents may be secured at the PSC office, 4222 85th Street, Lubbock Texas, 79423 (806.473.2200) as follows:

1. Download documents (PDF file extension format) from the PSC Info Exchange web site after registering as a plan holder with issuing PSC office. **No cost or deposit required for this option.**
2. One set of paper copies for a non-refundable deposit of $50.00.
3. A digital copy (PDF file extension format) upon a non-refundable deposit of $20.00 per each CD.

Deposit shall be company or cashiers' check made payable to Parkhill, Smith & Cooper, Inc.
No partial sets issued.

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____(Principal's Name) of _____(Company Name)_____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of $10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of $10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents. (For up-to-date listing, please go to **https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory**)

_____
Printed Name and Title

_____
Signature

_____
Date

USE OF RECOVERED MATERIAL

Please check one:

- ☐ Recovered materials are included in this bid:
  Materials included_____
- ☐ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

_____
Printed Name and Title

_____
Signature

_____
Date

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SECTION 00200 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the form stated in the advertisement and invitation to bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making available Bidding Documents on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in Section 00631 - Bidder's Qualification Statement.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A, if any, are included as an Appendix to these documents. Those reports and drawings are not part of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. Copies of reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, are included as an Appendix to these documents. Those reports and drawings are not part of the Contract documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraph 107 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site;

E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction

expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PREBID CONFERENCE

5.01 A prebid conference, if any, will be held as stated in the Advertisement. Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda via the Engineer's Newforma Info Exchange website or via mail (if internet service is not available) to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for

opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (See Section 00430, Bid Bond) issued by a surety meeting the requirements of Paragraph 141 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such

Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute, Bidders' Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, listed therein. In the case of optional alternatives the words "No Bid," may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents if provided in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

B. Bidders shall submit a Bid on individual sections or any combination of sections as set forth in the Bid Form.

1. Bidders may submit a Bid for any of the separate sections or any combination of sections as provided in the Bid Form. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.

2. Bidders offering a Bid on one or more sections shall be capable of completing the Work within the time period stated in the Agreement.

14.02 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

15.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents (See Section 00410, Article 7). If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly

marked on the outside with the notation "BID ENCLOSED" to the owner as noted in the Advertisement.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement and Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Paragraph 141 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Engineer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Engineer. Within ten days thereafter, Engineer shall deliver two fully signed counterparts to Successful Bidder.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24 – WAGES AND SALARIES

CONTRACTOR MUST PAY WORKERS NOT LESS THAN THE GENERAL PREVAILING RATES PER DIEM WAGES AS INDICATED ON A WAGE DECISION FURNISHED BY THE OWNER FOR ALL WORK PERFORMED ON THIS PROJECT, IN ACCORDANCE WITH DAVIS-BACON AND RELATED ACTS.

ARTICLE 25 – EQUAL EMPLOYMENT OPPORTUNITY

ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, HANDICAP, OR NATIONAL ORIGIN. BIDDERS ON THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NO. 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND AS SUPPLEMENTED IN THE DEPARTMENT OF LABOR REGULATIONS 41 CFR PART 60.

SECTION 00410 - BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Lamesa
601 South 1st Street
Lamesa Texas 79331

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings, if any, identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID					
1.	Mobilization and demobilization	LS	1	$	$
2.	6" C900 PVC water line	LF	2,850	$	$
3.	12" x 6" tapping sleeve gate valve and box	EA	2	$	$
4.	8" x 6" tapping sleeve with gate valve and box	EA	1	$	$
5.	6" x 6" tapping sleeve gate valve and box	EA	4	$	$
6.	6" x 4" tapping sleeve gate valve and box	EA	2	$	$
7.	4" tapping sleeve with gate valve and box	EA	1	$	$
8.	Ductile iron fittings	TON	0.6	$	$
9.	6" gate valve and box	EA	3	$	$
10.	Reconnect existing services	EA	9	$	$
11.	Polyethylene warning tape	LF	2,850	$	$
12.	Traffic control	LS	1	$	$
13.	Asphalt pavement removal and repair	SY	405	$	$
14.	Fire hydrant removal	EA	3	$	$
15.	Fire hydrant	EA	3	$	$
16.	Cut, plug, and abandon existing water line	LS	1	$	$
17.	Permanent sign	LS	1	$	$

TOTAL BASE BID	$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 105.2 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Certification of Bidder;

F. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Texas is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

SECTION 00420 - CERTIFICATION OF BIDDER OF COMPLIANCE TO TEXAS STATE LAW

Art. 601g of V.A.C.S. applies to non-resident bidders and defines a non-resident as a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that Bidder. Resident Bidders must check the box in Section B.

☐ A. Non-resident bidders in _____ (give state), our principal place of business, are required to be _____percent lower than the lowest bid of resident bidders by said state law to obtain a comparable contract in the state in which the undersigned non-resident's principal place of business is located. A copy of the statute is attached.

Non-resident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

☐ B. Our principal place of business or corporate offices are in the State of Texas.

BIDDER

_____ By_____
Company (Please Print)

_____ Signature:_____
Address

_____ Title:_____
City State Zip (Please Print)

_____
Phone

SECTION 00430 - BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

_____
_____
_____

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

_____
_____
_____

OWNER *(Name and Address)*:

_____
_____
_____

BID

Bid Due Date: _____

Description *(Project Name and Include Location)*:

_____

BOND

Bond Number: _____

Date *(Not later than Bid due date)*: _____

Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title

Attest: _____ Attest: _____
Signature Signature

_____ _____
Title Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

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

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as replacing 6-inch water line along NE 3rd Street and NE 1st Street, including remove and replace fire hydrants and asphalt pavement, reconnect existing services, and all other necessary appurtenances required for a complete water line.

ARTICLE 2 – THE PROJECT

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as City of Lamesa Water System Improvements, Water Line Replacement, TxCDBG No. 7216280.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Parkhill, Smith & Cooper, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run, and completed and ready for final payment within 180 days after the date when the Contract Times commence to run.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed in accordance with Paragraph 108 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $150.00 for each day that expires after the time specified in Paragraph 4.01 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper

extension thereof granted by Owner, Contractor shall pay Owner $150.00 for each day that expires after the time specified in Paragraph 4.01 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant below:

	Amount	Awarded	Not Awarded
BASE BID	$_____	_____	_____
TOTAL AWARDED	**$**_____		

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments, Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 105 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings, if any, identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. Contractor's executed Bid Form.
2. This Agreement.
3. Performance bond.
4. Payment bond.
5. Certification of Bidder of Compliance to Texas State Law.
6. Construction Contractor's Local Opportunity Plan.
7. Bidder's Qualifications Statement.
8. Attorney's Review Certification.
9. Fair Trade Practice Certification Restrictions on Public Buildings and Public Works Projects.
10. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements.
11. Noncollusion Affidavit of Prime Bidder.
12. Noncollusion Affidavit of Subcontractor.
13. Certification of Bidder Regarding Equal Employment Opportunity Instructions.
14. Certification of Proposed Contractor Regarding Section 3 and Segregated Facilities.
15. General Conditions.
16. Supplementary Conditions.
17. Specifications as listed in the table of contents of the Project Specifications.
18. Drawings bearing the following general title: City of Lamesa Water System Improvements, Water Line Replacement, TxCDBG No. 7216280.
19. Addenda (numbers to , inclusive).
20. Documentation submitted by Contractor prior to Notice of Award.
21. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 106 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

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

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or an arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

1. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER	CONTRACTOR
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ (Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*
	Agent for service of process:
	_____

SECTION 00610 - PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

City of Lamesa
601 South 1st Street
Lamesa Texas 79331

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):
City of Lamesa Water System Improvements
Water Line Replacement
TxCDBG No. 7216280

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Contractor's Name and Corporate Seal (Seal)	Surety's Name and Corporate Seal (Seal)
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Print Name
Title	Title
Attest:	Attest:
Signature	Signature
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

3.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

SECTION 00610 - PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

City of Lamesa
601 South 1st Street
Lamesa Texas 79331

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):
City of Lamesa Water System Improvements
Water Line Replacement
TxCDBG No. 7216280

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Contractor's Name and Corporate Seal (Seal)	Surety's Name and Corporate Seal (Seal)
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Print Name
Title	Title
Attest:	Attest:
Signature	Signature
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

3.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

SECTION 00615 - PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

City of Lamesa
601 South 1st Street
Lamesa Texas 79331

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):
City of Lamesa Water System Improvements
Water Line Replacement
TxCDBG No. 7216280

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Contractor's Name and Corporate Seal (Seal)	Surety's Name and Corporate Seal (Seal)
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Print Name
Title	Title
Attest:	Attest:
Signature	Signature
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

SECTION 00615 - PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

City of Lamesa
601 South 1st Street
Lamesa Texas 79331

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):
City of Lamesa Water System Improvements
Water Line Replacement
TxCDBG No. 7216280

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Contractor's Name and Corporate Seal (Seal)	Surety's Name and Corporate Seal (Seal)
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Print Name
Title	Title
Attest:	Attest:
Signature	Signature
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

SECTION 00620 - SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. Work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

A1001-rev

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference

1. **What are the responsibilities of the offeror or bidder to insure equal employment opportunity?**
   The offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to insure a comfortable working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TXCDBG.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company

newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**
   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
    The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**
    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**
    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. **What efforts are made to utilize minority and female contractors and suppliers?**
    None, however records are kept of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?**
    No, the construction contractor is responsible for its own compliance.

16. **Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?**
    Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

SECTION 00625 - POLICY–OWNER'S LOCAL OPPORTUNITY PLAN

In accordance with 12 U.S.C. 1701u, (Section 3), _____ agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
F. Require that all Prime contractors and subcontractors with contracts over $100,000.00 commit to this plan as part of their contract work. Monitor the Contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDRA to the Grant Recipient.
G. Submit reports as required by HUD or TDRA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As Officers and Representatives of _____, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature	Title	Date

SECTION 00630 - CONSTRUCTION CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of _____.

A. To ascertain from the locality's TxCDBG program official the exact boundaries of the project area and, where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from the County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source and to employ such persons if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts (greater than $10,000.00) which are typically let on a negotiated rather than a bid basis in areas other than the covered project area are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we, the undersigned, have read and fully agree to this Plan and become a party to the full implementation of the program and its provisions.

_____	_____	_____
Signature	Title	Date
_____	_____	_____
Signature	Title	Date

INSTRUCTIONS FOR PROPOSED CONTRACTS BREAKDOWN AND ESTIMATED PROJECT WORKFORCE BREAKDOWN

Proposed Contracts Breakdown

A. Type of Contracts: Construction, materials, or types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.).

B. Approximate Total Dollar Amount: Total amount of each contract

C. Estimated Percentage of Contract to Local Business: What percentage of each type of contract will be spent locally? For example: will you hire any local employees or subcontractors?

D. Estimated Monetary Amount to Local Business: How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

A. Work Classifications: Classification of project employees as defined on Wage Rate.

B. Total Estimated Positions: List the number employees for each work classification will you need on this project.

C. Number of Positions Currently Filled: List the number of estimated positions you currently have filled.

D. Number of Positions Not Filled: List the number of estimated positions you currently do not have filled.

E. Number of Positions to Fill with Low-to-Moderate Residents: List the number of local residents you plan to employ to fill the estimated positions not filled.

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Est. No. to Local Business	Est. $ Amount Local Business
TOTALS				

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. Positions Currently Filled	No. Positions Not Filled	No. Positions to Fill with L/M Resident
TOTALS				

SECTION 00631 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

_____

Number of Years in contracting business under current name: _____

Are you a Section 3 business? (see below) □ Yes □ No

Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;

b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;

c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or

d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance):

Projects	Dollar Amount	Mo/Yr Completed

Major equipment available for **this** contract:

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: _____ Bank reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 20__.

by: _____ _____

SECTION 00633 - CONFLICTS OF INTEREST

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.
- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

  (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding $2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or

  (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than $250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a "conflict of interest questionnaire"?
When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?
Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?
No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift..

What has to be revealed?
Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

   If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Loca Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received
1. Name of person doing business with local governmental entity.	**RFB / RFP / Contract #**

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4.

Signature of person doing business with governmental entity Date Signed

SECTION 00634 - CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☐ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

SECTION 00635 - POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

_____

City State Zip

Telephone Number ( ) _____ - _____ Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

END OF SECTION

SECTION 00640 - ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Lamesa, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature:_____Date:_____

Print Attorney's name:_____

SECTION 00645 - CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned _____of_____certifies, to the best of its knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of an Federal contract, grant, loan or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:_____ Date: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See previous page for public burden disclosure)

1. **Type of Federal Action:** a. contract ___b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application ___ b. initial award c. post-award	3. **Report Type:** a. initial filing ___b. material change
4. **Name and Address of Reporting Entity:** ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**		5. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. **Federal Department/Agency:**		7. **Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *if known:*		9. **Award Amount,** *if known:* **$**
10a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*		**10b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only		**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

SECTION 00650 – FIAR TRADE PRACTICE CERTIFICATION RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

_____, by the submission of its bid or proposal hereby certifies that it:

Bidder (insert name)

1. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (See paragraph (f) of this certification:);
2. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
3. Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

Certified, True, and Correct

_____

Bidder

By:_____

Signature

Title: _____ Date:_____

SECTION 00655 – SECTION 109 OF HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

SECTION 00660 - CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

U.S. Department of Housing and Urban Development
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

(Appropriate Recipient): Date: _____

c/o _____Project Number (if any)

_____Project Name

_____

The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that: The Labor Standards provisions are included in the aforesaid contract; Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
He certifies that: Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)). No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such contractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
He certifies that: The legal name and the business address of the undersigned are: _____ _____ _____ _____ The undersigned is: A Single Proprietorship A Partnership A Corporation Organized in the State of Other Organization (describe)

Name	Title	Address
The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):		
Name	Title	Address
The names, addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
Name	Title	Address

Date _____

Contractor

_____

By

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

SECTION 00665 – COMPLIANCE WITH AIR AND WATER ACTS

(a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 eq. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

(b) If the Contractor encounters existing material on sites owned or controlled by the Locality or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Locality. The Locality will be responsible for testing and removal or disposition of hazardous materials on sites owned or controlled by the Locality. The Locality may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Locality.

SECTION 00670 - NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____ §

COUNTY OF _____ §

_____, being first duly sworn, deposes and says that:

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

_____
(Signed)

_____
(Title)

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

By: _____
Notary Public

My commission expires _____

SECTION 00680 – NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

THE STATE OF TEXAS §

COUNTY OF_____§

_____, being first duly sworn, deposes and says that:

1) He is _____of _____hereinafter referred to as the Subcontractor;
2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the City of Lamesa Water System Improvement, Water Line Replacement, TxCDBG No. 7216280 Contract pertaining to the Project in Lamesa, Texas;
3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal, in connection with such contract, or has in any manner, with any other bidder, firm, or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lamesa or any person interested in the proposed Contract; and
5) The prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

_____
(Signed)

_____
(Title)

Subscribed and sworn to before me this_____day of 20 _____.

_____
(Title)

My commission expires _____, 20 ___.

SECTION 00690 - CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has failed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Address of Bidder:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   YES NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   YES NO

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

   YES NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   YES NO

Name and Title of Signer (Please Type)

Signature Date

SECTION 00691 - CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Contractor: _____

Project Name and Number: _____.

The Undersigned hereby certifies that:

a) Section 3 provisions are included in the Contract.
b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).
c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Acts of 1964.

_____
Name and Title of Signer (Type or Print)

_____
Signature Date

SECTION 00700 - GENERAL CONTRACT CONDITIONS

100. GENERAL

A. The project to be constructed pursuant to this contract will be financed with assistance from the Texas Community Development Block Grant Program (TxCDBG) and is subject to all applicable Federal, State and local laws and regulations.

101. DEFINITIONS

A. Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:
   1. "Contract" means the Contract executed by the Owner hereinafter called the Locality, and the Contractor, of which these GENERAL CONDITIONS, form a part.
   2. "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
   3. "Engineer" refers to Parkhill, Smith & Cooper, Inc., Consulting Engineers, Abilene, Amarillo, Austin, El Paso, Frisco, Lubbock, and Midland, Texas and Las Cruces, New Mexico, Engineer of the Owner, or such other Engineer, Supervisor or Inspector as may be authorized by said Owner to act in any particular.
   4. "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Supplementary General Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

102. SUPERVISION BY CONTRACTOR

A. Except where Contractor is an individual and gives his personal superintendence to the work, Contractor shall provide a competent superintendent, satisfactory to the Locality and Engineer, on the work at all times during working hours with full authority to act for him. Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

B. Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

A. Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified as eligible to participate in federally funded contracts.

B. No proposed subcontractor shall be disapproved by the Locality except for cause.

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

D. Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.

E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Locality.

104. FITTING AND COORDINATION OF WORK

A. Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

105. PAYMENTS TO CONTRACTOR

A. Partial Payments
   1. Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to Engineer for his approval. The amount of the payment due Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) 10 percent of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
   2. Monthly or partial payments made by the Locality to Contractor are moneys advanced for the purpose of assisting Contractor to expedite the work of construction. Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Locality. Such payments shall not constitute a waiver of the right of the Locality to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Locality in all details.

B. Final Payment
   1. After final inspection and acceptance by the Locality of all work under the Contract, Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
   2. The Locality, before paying the final estimate, may require Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to Contractor, if the Locality deems the same necessary in order to protect its interest. The Locality, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
   3. Any amount due Locality under Liquidated Damage, shall be deducted from the final payment.

C. Withholding Payments: The Locality may withhold from any payment otherwise due Contractor so much as may be necessary to protect the Locality and if so elects may also withhold any amounts due from Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Locality and will not require the Locality to determine or adjust any claims or disputes between Contractor and his subcontractors or Material dealers, or to withhold any moneys for their protection unless the Locality elects to do so. The failure or refusal of the Locality to

withhold any moneys from Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

D. Payments Subject to Submission of Certificates: Each payment to Contractor by the Locality shall be made subject to submission by Contractor of all written certifications required of him and his subcontractors.

106. CHANGES IN THE WORK

A. The Locality may make changes in the scope of the work required to be performed by Contractor under the Contract or making the Contract, and without relieving or releasing Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the Texas Community Development Block Grant Program (TxCDBG) prior to execution of same.

B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless issuance of a written order from the Locality authorizing Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

C. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid of a Supplemental Schedule of Unit Prices) the Locality may order Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than 25 percent in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.

D. Each change order shall include in its final form:
   1. A detailed description of the change in the work.
   2. Contractor's proposal (if any) or a confirmed copy thereof.
   3. A definite statement as to the resulting change in the contract price and/or time.
   4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

E. The procedures as outlined in this Section for a unit price contract also apply in the case of a lump sum contract.

107. CLAIMS FOR EXTRA COST

A. If Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Locality, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Locality and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Locality.

D. If, on the basis of the available evidence, the Locality determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall be as provided in Section 106 hereof.

108. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. Right of the Locality to Terminate Contract. In the event that any of the provisions of this contract are violated by Contractor, or by any of his subcontractors, the Locality may serve written notice upon Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10 days after the serving of such notice upon Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contact shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Locality shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing to such Surety of notice of termination, the Locality may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of Contractor and Contractor and his Surety shall be liable to the Locality for any excess cost occasioned the Locality thereby, and in such event the Locality may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If the work is not completed within the time stipulated in the applicable Bid for Lump Sum or Unit Price Contract hereof, including any extensions of time for excusable delays as herein provided, Contractor shall pay to the Locality as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in the applicable Bid for Lump Sum or Unit Price Contract hereof and Contractor and his sureties shall be liable to the Locality for the amount thereof.

C. Excusable Delays. The right of Contractor to proceed shall not be terminated nor shall Contractor be charged with liquidated damages for any delays in the completion of work due:

1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
2. To any acts of the Locality;
3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Locality, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any subcontractor occasioned by any of the caused specified in subparagraphs (1), (2), and (3) of this paragraph "c".

D. Provided, however, Contractor promptly notifies the Locality within 10 days in writing of the cause of delay. Upon receipt of such notification, the Locality shall ascertain the fact and the

cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Locality shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

109. ASSIGNMENT OR NOVATION

A. Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

110. DISPUTES

A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within 10 days of commencement of the dispute be presented by the Contractor to the Locality for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within 10 days of its commencement, the claim will be considered only for a period commencing 10 days prior to the receipt of the Locality of notice thereof.

B. Contractor shall submit in detail his claim and his proof thereof.

C. If Contractor does not agree with any decision of the Locality, he shall in no case allow the dispute to delay the work but shall notify the Locality promptly that he is proceeding with the work under protest.

111. TECHNICAL SPECIFICATIONS AND DRAWINGS

A. Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Locality, without whose decision, said discrepancy shall not be adjusted by Contractor, save only at his own risk and expense.

112. SHOP DRAWINGS

A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in three copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

B. Any drawings submitted without Contractor stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the

requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Locality not involving a change in contract price or time, Engineer may approve the drawing. The approval shall not relieve Contractor from his responsibility for adherence to the contract or for any error in the drawing.

113. REQUESTS FOR SUPPLEMENTARY INFORMATION

A. It shall be Contractor responsibility to make timely request of the Locality for any additional information not already in his possession which should be furnished by the Locality under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information Engineer may require in responding to these requests of Contractor. Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

114. MATERIALS AND WORKMANSHIP

A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

B. Contractor shall furnish to the Locality for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate.

C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

E. The Locality may require Contractor to dismiss from the work such employee or employees as the Locality or the Engineer may deem incompetent, or careless, or insubordinate.

115. SAMPLES, CERTIFICATES, AND TESTS

A. Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract

and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at Contractor risk, until the required samples or certificates have been approved in writing by Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

B. Each sample submitted by Contractor shall carry a label giving the name of Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

C. Approval of any materials shall be general only and shall not constitute a waiver of the Locality's right to demand full compliance with Contract requirements. After actual deliveries, Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by Contractor as is equitable.

D. Except as otherwise specifically stated in the Contact, the costs of sampling and testing will be divided as follows:
   1. Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by Engineer;
   2. Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
   3. Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
   4. The Locality will pay all other expenses.

116. PERMITS AND CODES

A. Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications and if the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Locality will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

B. Should Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Locality.

C. Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, shed, removal of

abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

D. Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

E. Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

F. During construction of this project, Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, Contractor, if directed by Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

117. CARE OF WORK

A. Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

B. Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Locality, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Locality.

D. Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

E. Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. Contractor shall indemnify and save harmless the Locality from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Locality may become liable in consequence of such injury or damage to adjoining an adjacent structures and their premises.

118. ACCIDENT PREVENTION

A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

B. Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

C. Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. Contractor shall promptly furnish the Locality with reports concerning these matters.

D. Contractor shall indemnify and save harmless the Locality from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

E. Contractor shall provide trench protection for all trenches in excess of a depth of 5 feet, in the manner specified in the technical specifications and drawings.

F. Contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets, where possible in the opinion of Owner shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of Owner at the expense of Contractor.

119. SANITARY FACILITIES

A. Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the state and local government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

120. USE OF PREMISES

A. Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Locality, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

B. Contractor shall comply with all reasonable instructions of the Locality and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

121. REMOVAL OF DEBRIS, CLEANING, ETC.

A. Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

122. INSPECTION

A. All materials and workmanship shall be subject to inspection, examination, or test by the Locality and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Locality shall have the right to reject defective material and workmanship or require its correction. Unacceptable

workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Locality may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due Contractor, without prejudice to any other rights or remedies of the Locality.

B. Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Locality will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of Technical Specifications.

C. Contractor shall notify the Locality sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Locality, Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Locality.

D. Should it be considered necessary or advisable by the Locality at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of Contractor or his subcontractors, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement shall be allowed Contractor and he shall, in addition, if completion of the work of entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

E. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture of shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Locality or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

123. REVIEW BY LOCALITY

A. The Locality, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to Contractor only by the Locality through its authorized representatives or agents.

124. FINAL INSPECTION

A. When the Improvements embraced in this Contract are substantially completed, Contractor shall notify the Locality in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Locality will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

125. DEDUCTION FOR UNCORRECTED WORK

A. If Locality deems it not expedient to require Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Locality and subject to settlement, in case of dispute, as herein provided.

126. INSURANCE

A. Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Locality.

1. Compensation Insurance: Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.
2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplementary General Conditions.
3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Provisions specified in subparagraph (b) hereof.
4. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplementary General Conditions.
5. Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by Owner, Owner, or Contractor (at Owner option as indicated in the Special Provisions), is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless Contractor is required to provide such insurance; however, this provisions shall not release Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and Contractor and his Surety shall be obligated to full performance of Contractor's undertaking.
6. Proof of Carriage of Insurance: Contractor shall furnish the Locality with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following

statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Locality."

127. WARRANTY OF TITLE

A. No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Locality free from any claims, liens, or charges. Neither Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right to persons furnishing materials or labor to recover under any law permitting such persons to look to funds due Contractor in the hands of the Locality. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

128. WARRANTY OF WORKMANSHIP AND MATERIAL

A. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Locality or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

129. COMPLIANCE WITH AIR AND WATER ACTS

A. In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the Contractor agrees that:
   1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
   2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251).
   3. Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

B. If Contractor encounters existing material on sites owned or controlled by Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, Contractor shall immediately notify the Engineer and Owner. Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by Owner. Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by Owner.

130. EQUAL EMPLOYMENT OPPORTUNITY

A. Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The goals and timetables for minority and female participation are as follows:

Timetables	Goals for minority participation for each trade	Goals for each trade participation in female
	19.5%	6.9%

1. These goals are applicable to all Contractor construction work (whether Federal or federally-assisted) performed in the covered area.

E. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

F. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations.

G. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

H. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

I. Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

J. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

131. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

A. Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

132. PREVAILING WAGE RATES

A. Contractor must pay workers not less than the general prevailing rate of per diem wages as indicated on a wage decision furnished by Owner for all work performed on this project, in accordance with Davis-Bacon and Related Acts.

133. TDA PAYMENT CLAUSE

A. Payment under this contract must be processed through the Texas Department of Agriculture - Office of Rural Affairs. Receipt of payment from the Grant Recipient will take at least 45 days from the time of pay estimate approval by the project engineer.

134 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

A. No person in the United States on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

135. THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

A. To the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
B. Contractor will include this clause in every subcontract for work in connection with the project.

136. NONSEGREGATED FACILITIES

A. Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

137. JOB OFFICES

A. Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Locality shall be consulted with regard to locations.
B. Upon completion of the improvements, or as directed by the Locality, Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the site of the work in the condition required by the Contract.

138. PARTIAL USE OF SITE IMPROVEMENTS

A. The Locality may give notice to Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:
   1. Use of such sections of the improvements shall in no way impede the completion of the remainder of the work by Contractor.
   2. Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
   3. Period of guarantee stipulated in the Section 128 hereof shall not begin to run until the date of the final acceptance of all work which Contractor is required to construct under this Contract.

139. CONTRACT DOCUMENTS AND DRAWINGS

A. The Locality will furnish Contractor without charge five copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by Contractor will be furnished at cost.

140. CONTRACT PERIOD

A. Work to be performed under this contract shall commence within the time stipulated by the Locality in the Notice to Proceed, and shall be fully completed as stated in the Contract.

141. LIQUIDATED DAMAGES

A. Since the actual damages for any delay in completion of the work under this contract are impossible to determine, Contractor and his Sureties shall be liable for and shall pay to the Locality liquidated damages for each calendar day of delay from the time for completion as stated in the Contract.

142. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

A. Definitions.
   1. "Component," as used in this clause, means those articles, materials and supplies incorporated directly into the product.
   2. "Contractor or sub-contractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
      a. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of a foreign country;
      b. If the title to 50 percent of more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of a foreign country;
      c. If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of a foreign country;
      d. In the case of a partnership, if any general partner is a citizen of a foreign country;

e. In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory or possession thereof; or

f. In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in (a) through (f) of this clause.

3. "Product," as used in this clause, means construction materials--i.e., articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Locality will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced or manufactured in the foreign country exceed 50% of the cost of all its components.

B. Restrictions - Contractor shall not:

1. Knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (USTR); or
2. Supply any product under this contract of a country included on the list of countries that discriminate against U.S. firms published by the USTR.
3. USTR List: The current list contains only Japan.
4. Certification: Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
5. Subcontracts: Contractor shall incorporate this clause, including this paragraph, in all subcontracts.

143. PERFORMANCE, PAYMENT AND OTHER BONDS

A. Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

144. SUBSTANTIAL COMPLETION:

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specially listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial

Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If after consideration of Owner's objection, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform engineer in wiring prior to Engineers issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

END OF SECTION

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructive made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a.)(1)(ii) and the Davis Bacon Poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S Department of Labor, Washington, D.C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification .

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of a laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the united States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of the direct Davis-Bacon Act contracts.

3.(i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years

thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in proving such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215—0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at least than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration. Bureau of Apprenticeship and Training, or with State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a

percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of. . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

(11)A. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 00715 - TITLE 29: LABOR

Subtitle A — Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

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3.9 Prohibited payroll deductions.
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AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973}

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

{36 F.R. 9770, May 28, 1971.}

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date

of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
{36 F.R. 9770, May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

END OF SECTION

SECTION 00716 – PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of thc project.

(b) Contractor will include this clause in every subcontract for work in connection with the project.

SECTION 00720

SUBPART B – GENERAL LEAD-BASED PAINT REQUIREMENTS AND DEFINITIONS FOR ALL PROGRAMS

Subpart B—General Lead-Based Paint Requirements and Definitions for All Programs.

Source: 64 FR 50202, Sept. 15, 1999, unless otherwise noted.

§ 35.100 Purpose and applicability.

(a) *Purpose.* The requirements of subparts B through R of this part are promulgated to implement the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 *et seq.*), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*).

(b) *Applicability* —(1) *This subpart.* This subpart applies to all target housing that is federally owned and target housing receiving Federal assistance to which subparts C, D, F through M, and R of this part apply, except where indicated.

(2) *Other subparts* —(i) *General.* Subparts C, D, and F through M of this part each set forth requirements for a specific type of Federal housing activity or assistance, such as multifamily mortgage insurance, project-based rental assistance, rehabilitation, or tenant-based rental assistance. Subpart R of this part provides standards and methods for activities required in subparts B, C, D, and F through M of this part.

(ii) *Application to programs.* Most HUD housing programs are covered by only one subpart of this part, but some programs can be used for more than one type of assistance and therefore are covered by more than one subpart of this part. A current list of programs covered by each subpart of this part is available on the internet at *www.hud.gov,* or by mail from the National Lead Information Center at 1–800–424–LEAD. Examples of flexible programs that can provide more than one type of assistance are the HOME Investment Partnerships program, the Community Development Block Grant program, and the Indian Housing Block Grant Program. Grantees, participating jurisdictions, Indian tribes and other entities administering such flexible programs must decide which subpart applies to the type of assistance being provided to a particular dwelling unit or residential property.

(iii) *Application to dwelling units.* In some cases, more than one type of assistance may be provided to the same dwelling unit. In such cases, the subpart or section with the most protective initial hazard reduction requirements applies. Paragraph (c) of this section provides a table that lists the subparts and sections of this part in order from the most protective to the least protective. (This list is based only on the requirements for initial hazard reduction. The summary of requirements on this list is not a complete list of requirements. It is necessary to refer to the applicable subparts and sections to determine all applicable requirements.)

(iv) *Example.* A multifamily building has 100 dwelling units and was built in 1965. The property is financed with HUD multifamily mortgage insurance. This building is covered by subpart G of this part (see §35.625—Multifamily mortgage insurance for properties constructed after 1959), which is at protectiveness level 5 in the table

set forth in paragraph (c) of this section. In the same building, however, 50 of the 100 dwelling units are receiving project-based assistance, and the average annual assistance per assisted unit is $5,500. Those 50 units, and common areas servicing those units, are covered by the requirements of subpart H of this part (see §35.715—Project-based assistance for multifamily properties receiving more than $5,000 per unit), which are at protectiveness level 3. Therefore, because level 3 is a higher level of protectiveness than level 5, the units receiving project-based assistance, and common areas servicing those units, must comply at level 3, while the rest of the building can be operated at level 5. The owner may choose to operate the entire building at level 3 for simplicity.

(c) *Table One.* The following table lists the subparts and sections of this part applying to HUD programs in order from most protective to least protective hazard reduction requirements. The summary of hazard reduction requirements in this table is not complete. Readers must refer to relevant subpart for complete requirements.

Level of protection	**Subpart, section, and type of assistance**	**Hazard reduction requirements**
1	Subpart L, Public housing. Subpart G, §35.630, Multifamily mortgage insurance for conversions and major rehabilitations	Full abatement of lead-based paint.
2	Subpart J, §35.930(d), Properties receiving more than $25,000 per unit in rehabilitation assistance	Abatement of lead-based paint hazards.
3	Subpart G, §35.620, Multifamily mortgage insurance for properties constructed before 1960, other than conversions and major rehabilitations. Subpart H, §35.715, Project-based assistance for multifamily properties receiving more than $5,000 per unit. Subpart I, HUD-owned multifamily property. Subpart J, §35.930(c), Properties receiving more than $5,000 and up to $25,000 per unit in rehabilitation assistance	Interim controls.
4	Subpart F, HUD-owned single family properties. Subpart H, §35.720, Project-based rental assistance for multifamily properties receiving up to $5,000 per unit and single family properties. Subpart K, Acquisition, leasing, support services, or operation. Subpart M, Tenant-based rental assistance	Paint stabilization.
5	Subpart G, §35.625, Multifamily mortgage insurance for properties constructed after 1959	Ongoing lead-based paint maintenance.

6	Subpart J, §35.930(b), Properties receiving up to and including $5,000 in rehabilitation assistance	Safe work practices during rehabilitation.

§ 35.105 Effective dates.

The effective date for subparts B through R of this part is September 15, 2000, except that the effective date for prohibited methods of paint removal, described in §35.140, is November 15, 1999. Subparts F through M of this part provide further information on the application of the effective date to specific programs. Before September 15, 2000, a designated party has the option of following the procedures in subparts B through R of this part, or complying with current HUD lead-based paint regulations.

§ 35.106 Information collection requirements.

The information collection requirements contained in this part have been approved by the Office of Management and Budget (OMB) in accordance with the requirements of the Paperwork Reduction Act of 1995 (44 U.S.C. 2501–3520), and have been assigned OMB control number 2539–0009. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

§ 35.110 Definitions.

Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of "permanent"). Abatement includes:

(1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and

(2) All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.

Act means the Lead-Based Paint Poisoning Prevention Act, as amended, 42 U.S.C. 4822 *et seq.*

Bare soil means soil or sand not covered by grass, sod, other live ground covers, wood chips, gravel, artificial turf, or similar covering.

Certified means licensed or certified to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision, either by a State or Indian tribe with a lead-based paint certification program authorized by the Environmental

Protection Agency (EPA), or by the EPA, in accordance with 40 CFR part 745, subparts L or Q.

Chewable surface means an interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an "accessible surface" as defined in 42 U.S.C. 4851b(2)). Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.

Clearance examination means an activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at §35.1320.

Common area means a portion of a residential property that is available for use by occupants of more than one dwelling unit. Such an area may include, but is not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, on-site day care facilities, garages and boundary fences.

Component means an architectural element of a dwelling unit or common area identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

Composite sample means a collection of more than one sample of the same medium (e.g., dust, soil or paint) from the same type of surface (e.g., floor, interior window sill, or window trough), such that multiple samples can be analyzed as a single sample.

Containment means the physical measures taken to ensure that dust and debris created or released during lead-based paint hazard reduction are not spread, blown or tracked from inside to outside of the worksite.

Designated party means a Federal agency, grantee, subrecipient, participating jurisdiction, housing agency, Indian Tribe, tribally designated housing entity (TDHE), sponsor, or property owner responsible for complying with applicable requirements.

Deteriorated paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

Dry sanding means sanding without moisture and includes both hand and machine sanding.

Dust-lead hazard means surface dust that contains a dust-lead loading (area concentration of lead) equal to or exceeding the levels promulgated by the EPA at 40 CFR 745.65 or, if such levels are not in effect, the standards for dust-lead hazards in §35.1320.

Dwelling unit means a:

(1) Single-family dwelling, including attached structures such as porches and stoops; or

(2) Housing unit in a structure that contains more than 1 separate housing unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or separate living quarters of 1 or more persons.

Encapsulation means the application of a covering or coating that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulant and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designed and performed so as to be permanent (see definition of "permanent").

Enclosure means the use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designed to be permanent (see definition of "permanent").

Environmental intervention blood lead level means a confirmed concentration of lead in whole blood equal to or greater than 20 µg/dL (micrograms of lead per deciliter) for a single test or 15–19 µg/dL in two tests taken at least 3 months apart.

Evaluation means a risk assessment, a lead hazard screen, a lead-based paint inspection, paint testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint.

Expected to reside means there is actual knowledge that a child will reside in a dwelling unit reserved for the elderly or designated exclusively for persons with disabilities. If a resident woman is known to be pregnant, there is actual knowledge that a child will reside in the dwelling unit.

Federal agency means the United States or any executive department, independent establishment, administrative agency and instrumentality of the United States, including a corporation in which all or a substantial amount of the stock is beneficially owned by the United States or by any of these entities. The term "Federal agency" includes, but is not limited to, Rural Housing Service (formerly Rural Housing and Community Development Service that was formerly Farmer's Home Administration), Resolution Trust Corporation, General Services

Administration, Department of Defense, Department of Veterans Affairs, Department of the Interior, and Department of Transportation.

Federally owned property means residential property owned or managed by a Federal agency, or for which a Federal agency is a trustee or conservator.

Firm commitment means a valid commitment issued by HUD or the Federal Housing Commissioner setting forth the terms and conditions upon which a mortgage will be insured or guaranteed.

Friction surface means an interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor, and stair surfaces.

g means gram, *mg* means milligram (thousandth of a gram), and µg means microgram (millionth of a gram).

Grantee means any state or local government, Indian Tribe, IHBG recipient, insular area or nonprofit organization that has been designated by HUD to administer Federal housing assistance under a program covered by subparts J and K of this part, except the HOME program.

Hard costs of rehabilitation means:

(1) Costs to correct substandard conditions or to meet applicable local rehabilitation standards;

(2) Costs to make essential improvements, including energy-related repairs, and those necessary to permit use by persons with disabilities; and costs to repair or replace major housing systems in danger of failure; and

(3) Costs of non-essential improvements, including additions and alterations to an existing structure; but

(4) Hard costs do not include administrative costs (e.g., overhead for administering a rehabilitation program, processing fees, etc.).

Hazard reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.

HEPA vacuum means a vacuum cleaner device with an included high-efficiency particulate air (HEPA) filter through which the contaminated air flows, operated in accordance with the instructions of its manufacturer. A HEPA filter is one that captures at least 99.97 percent of airborne particles of at least 0.3 micrometers in diameter.

Housing for the elderly means retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or more, or other age if recognized as elderly by a specific Federal housing assistance program.

Housing receiving Federal assistance means housing which is covered by an application for HUD mortgage insurance, receives housing assistance payments under a program administered by HUD, or otherwise receives more than $5,000 in project-based assistance under a Federal housing program administered by an agency other than HUD.

HUD means the United States Department of Housing and Urban Development.

HUD-owned property means residential property owned or managed by HUD, or for which HUD is a trustee or conservator.

Impact surface means an interior or exterior surface that is subject to damage by repeated sudden force, such as certain parts of door frames.

Indian Housing Block Grant (IHBG) recipient means a tribe or a tribally designated housing entity (TDHE) receiving IHBG funds.

Indian tribe means a tribe as defined in the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 *et seq.*)

Inspection (See Lead-based paint inspection).

Insular areas means Guam, the Northern Mariana Islands, the United States Virgin Islands and American Samoa.

Interim controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Interior window sill means the portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed. The interior window sill is sometimes referred to as the window stool.

Lead-based paint means paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight.

Lead-based paint hazard means any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or

present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

Lead-based paint inspection means a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.

Lead hazard screen means a limited risk assessment activity that involves paint testing and dust sampling and analysis as described in 40 CFR 745.227(c) and soil sampling and analysis as described in 40 CFR 745.227(d).

Mortgagee means a lender of a mortgage loan.

Mortgagor means a borrower of a mortgage loan.

Multifamily property means a residential property containing five or more dwelling units.

Occupant means a person who inhabits a dwelling unit.

Owner means a person, firm, corporation, nonprofit organization, partnership, government, guardian, conservator, receiver, trustee, executor, or other judicial officer, or other entity which, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. The definition includes a vendee who possesses the title, but does not include a mortgagee or an owner of a reversionary interest under a ground rent lease.

Paint stabilization means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

Paint testing means the process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.

Paint removal means a method of abatement that permanently eliminates lead-based paint from surfaces.

Painted surface to be disturbed means a paint surface that is to be scraped, sanded, cut, penetrated or otherwise affected by rehabilitation work in a manner that could potentially create a lead-based paint hazard by generating dust, fumes, or paint chips.

Participating jurisdiction means any State or local government that has been designated by HUD to administer a HOME program grant.

Permanent means an expected design life of at least 20 years.

Play area means an area of frequent soil contact by children of less than 6 years of age, as indicated by the presence of play equipment (e.g. sandboxes, swing sets, sliding boards, etc.) or toys or other children's possessions, observations of play patterns, or information provided by parents, residents or property owners.

Project-based rental assistance means Federal rental assistance that is tied to a residential property with a specific location and remains with that particular location throughout the term of the assistance.

Public health department means a State, tribal, county or municipal public health department or the Indian Health Service.

Public housing development means a residential property assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*), but not including housing assisted under section 8 of the 1937 Act.

Reevaluation means a visual assessment of painted surfaces and limited dust and soil sampling conducted periodically following lead-based paint hazard reduction where lead-based paint is still present.

Rehabilitation means the improvement of an existing structure through alterations, incidental additions or enhancements. Rehabilitation includes repairs necessary to correct the results of deferred maintenance, the replacement of principal fixtures and components, improvements to increase the efficient use of energy, and installation of security devices.

Replacement means a strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint and the installation of new components free of lead-based paint.

Residential property means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

Risk assessment means:

(1) An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and

(2) The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

Single family property means a residential property containing one through four dwelling units.

Single room occupancy (SRO) housing means housing consisting of zero-bedroom dwelling units that may contain food preparation or sanitary facilities or both (see Zero-bedroom dwelling).

Soil-lead hazard means bare soil on residential property that contains lead equal to or exceeding levels promulgated by the EPA at 40 CFR 745.65 or, if such levels are not in effect, the standards for soil-lead hazards in §35.1320.

Sponsor means mortgagor (borrower).

Subrecipient means any nonprofit organization selected by the grantee or participating jurisdiction to administer all or a portion of the Federal rehabilitation assistance or other non-rehabilitation assistance, or any such organization selected by a subrecipient of the grantee or participating jurisdiction. An owner or developer receiving Federal rehabilitation assistance or other assistance for a residential property is not considered a subrecipient for the purposes of carrying out that project.

Standard treatments means a series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.

Substrate means the material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.

Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless a child of less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. In the case of jurisdictions which banned the sale or use of lead-based paint prior to 1978, HUD may designate an earlier date.

Tenant means the individual named as the lessee in a lease, rental agreement or occupancy agreement for a dwelling unit.

A *visual assessment* alone is not considered an evaluation for the purposes of this part. Visual assessment means looking for, as applicable:

(1) Deteriorated paint;

(2) Visible surface dust, debris, and residue as part of a risk assessment or clearance examination; or

(3) The completion or failure of a hazard reduction measure.

Wet sanding or *wet scraping* means a process of removing loose paint in which the painted surface to be sanded or scraped is kept wet to minimize the dispersal of paint chips and airborne dust.

Window trough means the area between the interior window sill (stool) and the storm window frame. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered.

Worksite means an interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one worksite in a dwelling unit or at a residential property.

Zero-bedroom dwelling means any residential dwelling in which the living areas are not separated from the sleeping area. The term includes efficiencies, studio apartments, dormitory or single room occupancy housing, military barracks, and rentals of individual rooms in residential dwellings (see Single room occupancy (SRO)).

[64 FR 50202, Sept. 15, 1999, as amended at 69 FR 34271, June 21, 2004; 69 FR 40474, July 2, 2004]

§ 35.115 Exemptions.

(a) Subparts B through R of this part do not apply to the following:

(1) A residential property for which construction was completed on or after January 1, 1978, or, in the case of jurisdictions which banned the sale or residential use of lead-containing paint prior to 1978, an earlier date as HUD may designate (see §35.160).

(2) A zero-bedroom dwelling unit, including a single room occupancy (SRO) dwelling unit.

(3) Housing for the elderly, or a residential property designated exclusively for persons with disabilities; except this exemption shall not apply if a child less than age 6 resides or is expected to reside in the dwelling unit (see definitions of "housing for the elderly" and "expected to reside" in §35.110).

(4) Residential property found not to have lead-based paint by a lead-based paint inspection conducted in accordance with §35.1320(a) (for more information regarding inspection procedures consult the 1997 edition of Chapter 7 of the HUD Guidelines). Results of additional test(s) by a certified lead-based paint inspector may be used to confirm or refute a prior finding.

(5) Residential property in which all lead-based paint has been identified, removed, and clearance has been achieved in accordance with 40 CFR 745.227(b)(e) before September 15, 2000, or in accordance with §§35.1320, 35.1325 and 35.1340 on or after September 15, 2000. This exemption does not apply to residential property where enclosure or encapsulation has been used as a method of abatement.

(6) An unoccupied dwelling unit or residential property that is to be demolished, provided the dwelling unit or property will remain unoccupied until demolition.

(7) A property or part of a property that is not used and will not be used for human residential habitation, except that spaces such as entryways, hallways, corridors, passageways or stairways serving both residential and nonresidential uses in a mixed-use property shall not be exempt.

(8) Any rehabilitation that does not disturb a painted surface.

(9) For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable, and the requirements of subparts B through R of this part shall not apply. This exemption applies only to repairs necessary to respond to the emergency. The requirements of subparts B through R of this part shall apply to any work undertaken subsequent to, or above and beyond, such emergency actions.

(10) If a Federal law enforcement agency has seized a residential property and owns the property for less than 270 days, §§35.210 and 35.215 shall not apply to the property.

(11) The requirements of subpart K of this part do not apply if the assistance being provided is emergency rental assistance or foreclosure prevention assistance, provided that this exemption shall expire for a dwelling unit no later than 100 days after the initial payment or assistance.

(12) Performance of an evaluation or lead-based paint hazard reduction or lead-based paint abatement on an exterior painted surface as required under this part may be delayed for a reasonable time during a period when weather conditions are unsuitable for conventional construction activities.

(13) Where abatement of lead-based paint hazards or lead-based paint is required by this part and the property is listed or has been determined to be eligible for listing in the National Register of Historic Places or contributing to a National Register Historic District, the designated party may, if requested by the State Historic Preservation Office, conduct interim controls in accordance with §35.1330 instead of abatement. If interim controls are conducted, ongoing lead-based paint maintenance and reevaluation shall be conducted as required by the applicable subpart of this part in accordance with §35.1355.

(b) For the purposes of subpart C of this part, each Federal agency other than HUD will determine whether appropriations are sufficient to implement this rule. If appropriations are not sufficient, subpart C of this part shall not apply to that Federal agency. If appropriations are sufficient, subpart C of this part shall apply.

§ 35.120 Options.

(a) *Standard treatments.* Where interim controls are required by this part, the designated party has the option to presume that lead-based paint or lead-based paint hazards or both are present throughout the residential property. In such a case, evaluation is not required. Standard treatments shall then be conducted in accordance with §35.1335 on all applicable surfaces, including soil. Standard treatments are completed only when clearance is achieved in accordance with §35.1340.

(b) *Abatement.* Where abatement is required by this part, the designated party may presume that lead-based paint or lead-based paint hazards or both are present throughout the residential property. In such a case, evaluation is not required. Abatement shall then be conducted on all applicable surfaces, including soil, in accordance with §35.1325, and completed when clearance is achieved in accordance with §35.1340. This option is not available in public housing, where inspection is required.

(c) *Lead hazard screen.* Where a risk assessment is required, the designated party may choose first to conduct a lead hazard screen in accordance with §35.1320(b). If the results of the lead hazard screen indicate the need for a full risk assessment (e.g., if the environmental measurements exceed levels established for lead hazard screens in §35.1320(b)(2)), a complete risk assessment shall be conducted. Environmental samples collected for the lead hazard screen may be used in the risk assessment. If the results of the lead hazard screen do not indicate the need for a follow-up risk assessment, a risk assessment is not required.

(d) *Paint testing.* Where paint stabilization or interim controls of deteriorated paint surfaces are required by this rule, the designated party has the option to conduct paint testing of all surfaces with non-intact paint. If paint testing indicates the absence of lead-based paint on a specific surface, paint stabilization or interim controls are not required on that surface.

§ 35.125 Notice of evaluation and hazard reduction activities.

The following activities shall be conducted if notice is required by subparts D and F through M of this part.

(a) *Notice of evaluation or presumption.* When evaluation is undertaken and lead-based paint or lead-based paint hazards are found to be present, or if a presumption is made that lead-based paint or lead-based paint hazards are present in accordance with the options described in §35.120, the designated party shall provide a notice to occupants within 15 calendar days of the date when the

designated party receives the report or makes the presumption. A visual assessment alone is not considered an evaluation for the purposes of this part. If only a visual assessment alone is required by this part, and no evaluation is performed, a notice of evaluation or presumption is not required.

(1) The notice of the evaluation shall include:

(i) A summary of the nature, dates, scope, and results of the evaluation;

(ii) A contact name, address and telephone number for more information, and to obtain access to the actual evaluation report; and

(iii) The date of the notice.

(2) The notice of presumption shall include:

(i) The nature and scope of the presumption;

(ii) A contact name, address and telephone number for more information; and

(iii) The date of the notice.

(b) *Notice of hazard reduction activity.* When hazard reduction activities are undertaken, each designated party shall:

(1) Provide a notice to occupants not more than 15 calendar days after the hazard reduction activities (including paint stabilization) have been completed. Notice of hazard reduction shall include, but not be limited to:

(i) A summary of the nature, dates, scope, and results (including clearance) of the hazard reduction activities;

(ii) A contact name, address, and telephone number for more information;

(iii) Available information on the location of any remaining lead-based paint in the rooms, spaces, or areas where hazard reduction activities were conducted, on a surface-by-surface basis; and

(iv) The date of the notice.

(2) Update the notice, based on reevaluation of the residential property and as any additional hazard reduction work is conducted.

(3) Provision of a notice of hazard reduction is not required if a clearance examination is not required.

(c) *Availability of notices of evaluation, presumption, and hazard reduction activities.* (1) The notices of evaluation, presumption, and hazard reduction shall be of a size and type that is easily read by occupants.

(2) To the extent practicable, each notice shall be made available, upon request, in a format accessible to persons with disabilities (e.g., Braille, large type, computer disk, audio tape).

(3) Each notice shall be provided in the occupants' primary language or in the language of the occupants' contract or lease.

(4) The designated party shall provide each notice to the occupants by:

(i) Posting and maintaining it in centrally located common areas and distributing it to any dwelling unit if necessary because the head of household is a person with a known disability; or

(ii) Distributing it to each occupied dwelling unit affected by the evaluation, presumption, or hazard reduction activity or serviced by common areas in which an evaluation, presumption or hazard reduction has taken place.

[64 FR 50202, Sept. 15, 1999, as amended at 69 FR 34271, June 21, 2004]

§ 35.130 Lead hazard information pamphlet.

If provision of a lead hazard information pamphlet is required in subparts D and F through M of this part, the designated party shall provide to each occupied dwelling unit to which subparts D and F through M of this part apply, the lead hazard information pamphlet developed by EPA, HUD and the Consumer Product Safety Commission pursuant to section 406 of the Toxic Substances Control Act (15 U.S.C. 2686), or an EPA-approved alternative; except that the designated party need not provide a lead hazard information pamphlet if the designated party can demonstrate that the pamphlet has already been provided in accordance with the lead-based paint notification and disclosure requirements at §35.88(a)(1), or 40 CFR 745.107(a)(1) or in accordance with the requirements for hazard education before renovation at 40 CFR part 745, subpart E.

§ 35.135 Use of paint containing lead.

(a) *New use prohibition.* The use of paint containing more than 0.06 percent dry weight of lead on any interior or exterior surface in federally owned housing or housing receiving Federal assistance is prohibited. As appropriate, each Federal agency shall include the prohibition in contracts, grants, cooperative agreements, insurance agreements, guaranty agreements, trust agreements, or other similar documents.

(b) *Pre-1978 prohibition.* In the case of a jurisdiction which banned the sale or residential use of lead-containing paint before 1978, HUD may designate an earlier date for certain provisions of subparts D and F through M of this part.

§ 35.140 Prohibited methods of paint removal.

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

(a) Open flame burning or torching.

(b) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.

(c) Abrasive blasting or sandblasting without HEPA local exhaust control.

(d) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.

(e) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.

(f) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

§ 35.145 Compliance with Federal laws and authorities.

All lead-based paint activities, including waste disposal, performed under this part shall be performed in accordance with applicable Federal laws and authorities. For example, such activities are subject to the applicable environmental review requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*), the Toxic Substances Control Act, Title IV (15 U.S.C. 2860 *et seq.*), and other environmental laws and authorities (see, e.g., laws and authorities listed in §50.4 of this title).

§ 35.150 Compliance with other State, tribal, and local laws.

(a) *HUD responsibility.* If HUD determines that a State, tribal or local law, ordinance, code or regulation provides for evaluation or hazard reduction in a manner that provides a comparable level of protection from the hazards of lead-based paint poisoning to that provided by the requirements of subparts B, C, D, F through M and R of this part and that adherence to the requirements of subparts B, C, D, F through M, and R of this part, would be duplicative or otherwise cause

inefficiencies, HUD may modify or waive some or all of the requirements of the subparts in a manner that will promote efficiency while ensuring a comparable level of protection.

(b) *Participant responsibility.* Nothing in this part is intended to relieve any participant in a program covered by this subpart of any responsibility for compliance with State, tribal or local laws, ordinances, codes or regulations governing evaluation and hazard reduction. If a State, tribal or local law, ordinance, code or regulation defines lead-based paint differently than the Federal definition, the more protective definition (i.e., the lower level) shall be followed in that State, tribal or local jurisdiction.

§ 35.155 Minimum requirements.

(a) Nothing in subparts B, C, D, F through M, and R of this part is intended to preclude a designated party or occupant from conducting additional evaluation or hazard reduction measures beyond the minimum requirements established for each program in this regulation. For example, if the applicable subpart requires visual assessment, the designated party may choose to perform a risk assessment in accordance with §35.1320. Similarly, if the applicable subpart requires interim controls, a designated party or occupant may choose to implement abatement in accordance with §35.1325.

(b) To the extent that assistance from any of the programs covered by subparts B, C, D, and F through M of this part is used in conjunction with other HUD program assistance, the most protective requirements prevail.

§ 35.160 Waivers.

In accordance with §5.110 of this title, on a case-by-case basis and upon determination of good cause, HUD may, subject to statutory limitations, waive any provision of subparts B, C, D, F through M, and R of this part.

§ 35.165 Prior evaluation or hazard reduction.

If an evaluation or hazard reduction was conducted at a residential property or dwelling unit before the property or dwelling unit became subject to the requirements of subparts B, C, D, F through M, and R of this part, such an evaluation, hazard reduction or abatement meets the requirements of subparts B, C, D, F through M, and R of this part and need not be repeated under the following conditions:

(a) *Lead-based paint inspection.* (1) A lead-based paint inspection conducted before March 1, 2000, meets the requirements of this part if:

(i) At the time of the inspection the lead-based paint inspector was approved by a State or Indian tribe to perform lead-based paint inspections. It is not necessary

that the State or tribal approval program had EPA authorization at the time of the inspection.

(ii) Notwithstanding paragraph (a)(1)(i) of this section, the inspection was conducted and accepted as valid by a housing agency in fulfillment of the lead-based paint inspection requirement of the public and Indian housing program.

(2) A lead-based paint inspection conducted on or after March 1, 2000, must have been conducted by a certified lead-based paint inspector.

(b) *Risk assessment.* (1) A risk assessment must be no more than 12 months old to be considered current.

(2) A risk assessment conducted before March 1, 2000, meets the requirements of this part if, at the time of the risk assessment, the risk assessor was approved by a state or Indian Tribe to perform risk assessments. It is not necessary that the state or tribal approval program had EPA authorization at the time of the risk assessment.

(3) A risk assessment conducted on or after March 1, 2000, must have been conducted by a certified risk assessor.

(4) Paragraph (b) of this section does not apply in a case where a risk assessment is required in response to the identification of a child with an environmental intervention blood lead level. In such a case, the requirements in the applicable subpart for responding to a child with an environmental intervention blood lead level shall apply.

(c) *Interim controls.* If a residential property is under a program of interim controls and ongoing lead-based paint maintenance and reevaluation activities established pursuant to a risk assessment conducted in accordance with paragraph (b) of this section, the interim controls that have been conducted meet the requirements of this part if clearance was achieved after such controls were implemented. In such a case, the program of interim controls and ongoing activities shall be continued in accordance with the requirements of this part.

(d) *Abatement.* (1) An abatement conducted before March 1, 2000, meets the requirements of this part if:

(i) At the time of the abatement the abatement supervisor was approved by a State or Indian tribe to perform lead-based paint abatement. It is not necessary that the State or tribal approval program had EPA authorization at the time of the abatement.

(ii) Notwithstanding paragraph (d)(1)(i) of this section, it was conducted and accepted by a housing agency in fulfillment of the lead-based paint abatement requirement of the public housing program or by an Indian housing authority (as

formerly defined under the U.S. Housing Act of 1937) in fulfillment of the lead-based paint requirement of the Indian housing program formerly funded under the U.S. Housing Act of 1937.

(2) An abatement conducted on or after March 1, 2000, must have been conducted under the supervision of a certified lead-based paint abatement supervisor.

[64 FR 50202, Sept. 15, 1999; 65 FR 3387, Jan. 21, 2000, as amended at 69 FR 34272, June 21, 2004]

§ 35.170 Noncompliance with the requirements of subparts B through R of this part.

(a) *Monitoring and enforcement.* A designated party who fails to comply with any requirement of subparts B, C, D, F through M, and R of this part shall be subject to the sanctions available under the relevant Federal housing assistance or ownership program and may be subject to other penalties authorized by law.

(b) A property owner who informs a potential purchaser or occupant of lead-based paint or possible lead-based paint hazards in a residential property or dwelling unit, in accordance with subpart A of this part, is not relieved of the requirements to evaluate and reduce lead-based paint hazards in accordance with subparts B through R of this part as applicable.

§ 35.175 Records.

The designated party, as specified in subparts C, D, and F through M of this part, shall keep a copy of each notice, evaluation, and clearance or abatement report required by subparts C, D, and F through M of this part for at least three years. Those records applicable to a portion of a residential property for which ongoing lead-based paint maintenance and/or reevaluation activities are required shall be kept and made available for the Department's review, until at least three years after such activities are no longer required.

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Supplementary General Conditions amend or supplement General Contract Conditions of Contract Documents and other provisions of Contract Documents as indicated. All provisions not so amended or supplemented, remain in full force and effect.

SGC-101. DEFINITIONS.

"Locality" and "Owner" in the Contract Documents both represent the OWNER defined in Section 00520, Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price.

"Hazardous Waste" shall have the meaning provide in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

SGC-110. DISPUTES. Add the following paragraph:

In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the Owner and the Contractor agree that all disputes between them be submitted to nonbinding mediation unless the parties mutually agree otherwise.

SGC-112. SHOP DRAWINGS. Add the following paragraphs:

ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

ENGINEER's review and approval of Shop Drawings or Samples shall not relive CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission. ENGINEER has not given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of this paragraph.

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required any related Work

performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

One initial submittal and one resubmittal will be reviewed by the ENGINEER at no cost to the CONTRACTOR. Subsequent reviews for resubmittals will be reviewed at a cost to the CONTRACTOR of $75.00 per hour.

SGC-116. PERMITS AND CODES. Add the following subparagraphs.

Permits required by and obtainable through the OWNER must be acquired by the CONTRACTOR, however, fees for such permits are waived for this project.

The Contractor is required to submit all forms specified in these Contract Documents including the Certification of Bidders of Compliance to Texas State Law.

SGC-120 USE OF PREMISES. Add the following subparagraphs:

The project is located on land owned by the Owner.

Contractor is responsible to locate and secure a project material storage location either in conjunction with the Owner or from a private property owner.

Contractor shall use the minimum area practicable for construction of the facilities, regardless of the type of lands, and shall be governed by the specific requirements for each type of lands. All access to the Owner's property shall be along routes designated.

SGC-126. INSURANCE. Add the following paragraphs:

CONTRACTOR shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary General Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractor, ENGINEER and Engineer's consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary General Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary General Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph shall comply with the requirements of the following paragraph.

All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with above paragraph will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER by certified mail and will contain the following waiver provisions.

OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and gents of any of them, for:

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

loss or damage to completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization and after substantial completion and after final payment.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and other officers, directors, employees and agents of any of them.

If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with General Contract Condition and Supplementary General Conditions on the basis of its not complying with the Contract Documents, Owner shall notify CONTRACTOR in writing thereof within fifteen (15) days of the date of delivery of such certificate to OWNER. Failure by OWNER to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased as complying with the Contract Documents.

SGC-137. CONTRACT DOCUMENTS AND DRAWINGS. Add the following paragraph:

This shall include all plans and specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and specifications for use during construction will be furnished directly only to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper execution of the work. Should additional sets of documents be desired, they may be purchased by the Contractor only, in the same manner as mentioned in the Advertisement.

SGC-201. SIGNAGE REQUIREMENT AT CONSTRUCTION SITE.

A. Temporary Project Signage

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

1. Placement in a prominent visible public area that is not blocked or obscured;
2. Construction of durable materials;
3. Minimum size of 12" x 18" with lettering no smaller than 1/2";
4. Required text:

"This project is funded by the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

Temporary signage may be reused for future TxCDBG projects as appropriate.

B. Projects Requiring Permanent Signage

Permanent signage identifying the location as a TxCDBG-funded project is required for any TxCDBG funded public structure or project that is located above ground and enclosed by a fence. Some examples of projects requiring permanent signage include water pump stations, water wells, water storage tanks, wastewater treatment facilities, lift stations, community centers, fire stations, and significant improvements to existing facilities (e.g., installation of new electrical controls, SCADA systems, pumps, etc.). Project signage is an eligible construction cost.

Requirements of permanent signage include:

1. Placement in a prominent visible public area that is not blocked or obscured;
2. Construction of permanent materials;
3. Minimum size of 12" x 18" with lettering no smaller than 1/2";
4. Required text:

"This project is funded by the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

SGC-301. BEFORE STARTING CONSTRUCTION.

A preliminary list of proposed Subcontractors with a brief description of the portions of the Work to be performed by each.

A preliminary schedule of Materials and Equipment Suppliers and delivery dates for major equipment.

Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates of insurance which CONTRACTOR is required to purchase and maintain in accordance with General Contract Conditions.

SGC-302. SUBSURFACE CONDITIONS.

No reports of explorations and test of subsurface conditions at or contiguous to the site have been utilized.

SGC-303. PERFORMANCE, PAYMENT AND OTHER BONDS.

Sureties shall also be listed on the current Department of the Treasury Federal Register of companies holding certificates of authority as acceptable sureties. The bond shall not exceed the underwriting limitation established by the Department of Treasury Federal Register. The surety company shall also be satisfactory to the Owner and authorized to do business in the State of Texas.

SGC-304. CONTRACTOR'S LIABILITY INSURANCE.

The limits of liability for the insurance required by paragraph 126 of the General Contract Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation, etc. under paragraphs 126.a. of the General Contract Conditions:

(1) State:	Statutory
(2) Applicable Federal (e.g. Longshoreman's):	Statutory
(3) Employer's Liability:	
Each accident	$ 100,000.00
Each employee disease	$ 100,000.00
Per Policy disease	$ 500,000.00

Comprehensive or Commercial General Liability under Paragraphs 126.b. of the General Contract Conditions. Bodily Injury and Property Damage Combined Single Liability Insurance Including Completed Operations, Products, Personal Injury, Contractual and, where applicable, Explosion, Collapse and Underground Coverages:

Bodily Injury:	$ 500,000.00 Each Occurrence
	$ 500,000.00 Annual Aggregate
Property Damage:	(including explosion, collapse and underground coverage)
	$ 500,000.00 Each Occurrence
	$ 500,000.00 Annual Aggregate
Personal Injury:	(employment exclusion deleted):
	$ 500,000.00 Annual Aggregate

Comprehensive (Business) Automobile Liability under paragraph 126.b. of the General Contract Conditions:

Bodily Injury:	$ 100,000.00 Each Person
	$ 500,000.00 Each Occurrence
Property Damage:	$ 100,000.00 Each Occurrence

SGC-305. 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.

SGC-306. SALES TAXES.

Contracts for improvements to real property do not qualify for exemptions of Sales, Excise, and Use Taxes unless the Contractor elects to operate under a separated contract as defined by Section 3.291 of Chapter 3, Tax Administration of Title 34, Public Finance of the Texas Administrative Code, or such other rules or regulations as may be promulgated by the comptroller of Public Accounts of Texas.

If the low bidder elects to operate under a separated contract, he shall:

1. Obtain the necessary sales tax permits from the State Comptroller.
2. Identify the appropriate spaces in the proposal form the cost of materials physically incorporated into the project.
3. Provide resale certificates to suppliers.
4. Provide the City with copies of material invoices to substantiate the proposal value of materials.

If the low bidder does not elect to operate under a separated contract, he shall be responsible for all Sales, Excise and Use Taxes applicable to this project.

Subcontractors are eligible for sales tax exemptions if the subcontractor also complies with the above requirements. The contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, issues a resale certificate to his supplier.

SGC-307. INDEMNIFICATION.

Contractor agrees to notify Engineer or Owner immediately of the filing of any claims, demands, causes of action, and liens including, without limitation, laborer's, materialmen's and mechanics' liens, arising out of the services, labor and material furnished by Contractor or its subcontractors, under this contract. Owner may, upon receipt of notice of the filing of any such liens, at its option, require Contractor to furnish a bond in an amount and with such sureties as may be approved by Owner or Engineer, conditioned to indemnify and save harmless Owner or Engineer from all such liens upon or against Owner or Engineer's property. In the event Contractor fails or refuses to furnish such bond when so required, Owner or Engineer shall, in addition to any other remedies to which it may be entitled, have the right to pay any sums necessary to obtain the release of such liens and to deduct the amount paid therefore from the Contract price.

SGC-308. RESIDENT PROJECT REPRESENTATIVE. Add Exhibit A to the Supplementary General Conditions to define the Resident Project Representative's (RPR) responsibilities.

SGC-309. COST OF THE WORK.

The Contractor is to comply with the provisions of Article 5159A, "Construction of public works in State and municipal or political subdivisions; prevailing wage rates to be maintained."

SGC-310. UNIT PRICE WORK.

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Proposal. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER.

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price if:

a. Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contact. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work, and

b. Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

c. If CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

SGC-311. ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE, OR RADIOACTIVE MATERIAL.

Materials utilized in the project shall be free of any hazardous materials, except as specifically provided for in the specifications. OWNER responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site not shown or indicated in Drawings or specifications or identified in Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER not responsible for any such materials brought to the site by CONTRACTOR, subcontractor, suppliers, or anyone else for whom CONTRACTOR is responsible.

CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous conditions and in any area affected thereby (except in an emergency, and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected are is or has been rendered safe for resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in the Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor.

If after receipt of such special written notice CONTRACTOR does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such Work under special conditions, OWNER may order such portion of Work in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others.

To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph shall obligate OWNER to indemnify any person or entity from and against the consequences of the person's or entity's own negligence.

SGC-312. PAYMENT.

Payment under this contract must be processed through the Texas Department of Rural Affairs. Receipt of payment from the Grant Recipient will take at least 45 days from the time of pay estimate approval by the Project Engineer.

END OF SECTION

EXHIBIT A TO SUPPLEMENTARY CONDITIONS
Listing of Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative

1.1 GENERAL

A. RESIDENT PROJECT REPRESENTATIVE (RPR) is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.2 DUTIES AND RESPONSIBILITIES OF RPR

A. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

B. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:
   1. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
   2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

D. Shop Drawings and Samples:
   1. Record date of receipt of Shop Drawings and samples.
   2. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
   3. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:
   1. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   2. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   3. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

F. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

G. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

H. Records:
1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the contract Documents, progress reports, and other Project related documents.
2. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:
1. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
2. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
4. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

J. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

L. Completion:
1. Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
2. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
3. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.3 LIMITATIONS OF AUTHORITY

A. Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

WORKERS COMPENSATION

INSURANCE COVERAGE

A. Definitions
   1. 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 entity's employees providing services on a project, for the duration of the project.
   2. 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 has been completed and accepted by the governmental entity.
   3. 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 persons 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. Contractor shall 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 employees of the contractor providing services on the project, for the duration of the project.

C. Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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. Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. 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. Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Contractor shall 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.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons 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. 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 of its employees providing services on the project, for the duration of the project;
   2. provide to 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 services on the project, for the duration of the project;
   3. provide 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 it contracts, and provide to Contractor:
      a. certificate of coverage, prior to the other person beginning work on the project; and
      b. 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 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 contractually require each person with whom it contracts, to perform as required by paragraph (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. Contractor failure to comply with any provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

REQUIRED WORKERS' COMPENSATION COVERAGE

A. "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."

B. "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."

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WAGE RATES

General Decision Number: TX170122 01/06/2017 TX122

Superseded General Decision Number: TX20160122

State: Texas

Construction Type: Heavy

Counties: Andrews, Borden, Brewster, Crane, Crockett, Dawson, Edwards, Gaines, Glasscock, Howard, Hudspeth, Jeff Davis, Loving, Martin, Presidio, Reagan, Reeves, Sutton, Terrell, Upton, Val Verde and Winkler Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUTX2009-123 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 13.00	0.00
LABORER: Common or General	$ 9.00	0.00
LABORER: Pipelayer	$ 10.65	0.00
OPERATOR: Backhoe/Trackhoe	$ 14.00	0.00
OPERATOR: Bulldozer	$ 14.25	0.00
OPERATOR: Front End Loader	$ 11.52	0.00
TRUCK DRIVER	$ 10.80	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project description and definitions.
   2. Permits, licenses, and warranty.
   3. Access to the site and security procedures.
   4. Coordination requirements and drawings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: City of Lamesa Water System Improvements, Water Line Replacement, TxCDBG No. 7216280.
   1. Location: Lamesa, Texas. See Drawings Sheet G-002.
   2. Owner: City of Lamesa, Texas.

B. Verbal Summary: Without force or effect on requirements of the Contract Documents, a brief description of the Project is replacing 6-inch water line along NE 3rd Street and NE 1st Street, including remove and replace fire hydrants and asphalt pavement, reconnect existing services, and all other necessary appurtenances required for a complete water line.

C. Work will be constructed under a single prime contract.

1.3 DEFINITIONS

A. Furnish: Supply products to project site including delivery, ready for unloading, and replacing damaged and rejected products.

B. Install: Place products in work ready for intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.

C. Provide: Furnish and install products.

D. Indicated: Shown, noted, scheduled, specified, or drawn, somewhere in contract documents.

1.4 REGULATORY REQUIREMENTS

A. Submit to directly Owner copies of all permits, licenses, similar permissions obtained, and receipts for fees paid.

1.5 ACCESS TO SITE AND USE OF PREMISES

A. Space available to Contractor for work performance, exclusively or in conjunction with others performing other construction as part of the project, is restricted to area shown on site plan of Contract Drawings unless Contractor makes arrangements with Owner to use additional space. An additional staging area will be made available if required.

B. Signs: Provide signs adequate to direct visitors.
   1. DO NOT install, or allow to be installed, signs other than those specified and signs identifying principal entities involved in project.

1.6 PROJECT IDENTIFICATION

A. Project signs provided by Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SECURITY PROCEDURES

A. Limit access to site to persons involved in work.
B. Provide secure storage for materials Owner has paid and are stored onsite.
C. Secure completed work as required to prevent loss.
D. Secure this site by fencing, security guards, or other means to prevent damage, theft, safety hazards or other problems onsite. Clear use of security personnel with Owner.

3.2 COORDINATION

A. If necessary, inform each party involved, in writing, of procedures required for coordination.
   1. Include requirements for giving notice, submitting reports, and attending meetings.
   2. Inform Owner when coordination of his work is required.
B. See other requirements in other portions of Contract Documents.
C. Prepare coordination drawings specified in product sections.
   1. Where space is limited, show plan and cross-section dimensions of space available.
   2. Coordinate shop drawings prepared by separate entities.
   3. Show installation sequence when necessary for proper installation.
D. Coordinate utility adjustments where applicable.

3.3 WARRANTY

A. Contractor shall warrant 100 percent of project for one year after date of final acceptance of work.
B. On the 11th month from date of final acceptance, Owner's representative will schedule an annual inspection, in Contractor's presence, to inspect for defects and assessment of work performed. Repair any work considered defective by Owner's representative.
C. Contractor shall remedy any defects in workmanship, and pay for any and all damages of any nature whatsoever resulting in defects, at no cost to Owner.

END OF SECTION

SECTION 01019 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Schedule of Values.
   2. Application for Payment.
   3. Change procedures.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SCHEDULE OF VALUES

A. Submit printed schedule on Engineer-approved Contractor form or electronic media printout.
B. Submit Schedule of Values in duplicate within five days after receiving bid tabulation.
C. Revise schedule to list approved Change Orders with each Application for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Submit five copies of each application on Engineer-approved Contractor form or electronic media printout.
B. Content and Format: Utilize listed bid items for listing items in Application for Payment.
C. Payment Period: Monthly, submit application for payment on or about the first day of each month. Applications for payment submitted later, than will be processed the following month.
D. Include an updated construction progress schedule, invoice for materials on hand, certified payroll reports, and documentation of weather days.
E. Submit the following along with application for final payment:
   1. Documentation for completed Project.
   2. Signed affidavit from Notary Public that all claims on this job are settled and all bills owed by Contractor for the project including materials and labor, have been paid.
   3. Contractor warranties for this job shall be signed and sealed by a Notary Public.

1.4 CHANGE PROCEDURES

A. Engineer will advise of minor changes in Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by General Conditions by issuing a work directive change.
B. Engineer may issue a Proposal Request which includes a detailed description of proposed change with supplementary or revised drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within seven days.
C. Contractor may propose a change by submitting request for change to Engineer, describing proposed change and the full effect on Work. Include a statement describing reason(s) for change, effect on Contract Price and Contract Time with full documentation, and statement describing effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01300 "Submittals."
D. Stipulated Price Change Order is based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.

E. Construction Change Authorization: Engineer may issue a directive on Work Directive Change, signed by Owner, instructing Contractor to proceed with a change in Work, for subsequent inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract Price or Contract Time. Promptly execute change.

F. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of Contract. Engineer will determine change allowable in Contract Price and Contract Time as provided in Contract Documents.

G. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in Work.

H. Change Order Forms: As specified by Owner.

I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in General Conditions of Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

Bid price on each item, as stated in proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary or incidental to complete various items of work in accordance with plans and specifications. Cost of work or materials shown on plans or called for in specifications and for which no separate payment is made, shall be included in prices on various items.

1.1 MOBILIZATION/DEMOBILIZATION

A. Payment will be made for mobilization and demobilization on a lump sum basis. Bid amount for mobilization/demobilization shall not exceed 5 percent of total bid price. Work covered under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Project site; to establish all offices, buildings, and other facilities necessary for work on Project; and all other work and operations performed or costs incurred prior to beginning work on various items on Project site.

B. Contractor shall demobilize within 30 days after substantial completion of work.

C. No additional payment made for items overlooked in bid.

1.2 UNIT COST ITEMS

A. Unit cost items, not otherwise included in this section to be paid for at a unit cost per unit, shall include all work and materials involved in installation within limits designated on plans. Measurement shall be made in units shown on Bid Sheet. All work so included shall be installed, constructed, or performed as shown on drawings and/or specified.

1.3 LUMP SUM ITEMS

A. Lump sum items to be paid for at a lump sum price per job shall include all work and materials involved in installation within limits designated on plans. No measurement of work or material included in such items will be made. All work so included shall be installed, constructed, or performed as shown on drawings and specified herein.

1.4 PVC WATER LINES

A. Length of water lines to be paid for will be determined by measurement along center lines of pipe installed, measurement made from center of fitting to center of fitting or end of pipe, without any deduction for length of intermediate fittings or valves.

B. Furnishing and installing pipe of size and type specified and shown on drawings will be paid for at unit price bid per linear foot, furnishing and installing pipe at depths shown, complete, in place, and for which compensation is not otherwise provided in other bid items. Unit price bid shall be complete compensation for furnishing and installing pipe, complete, in place, including all relocation of utilities as shown on drawings, repair streets, drives, and other items shown on drawings, excavation, backfilling, testing, and disinfecting lines, and include any and all incidental work not otherwise included in bid items or otherwise provided for in specifications.

1.5 TAPPING SLEEVES

A. All tapping sleeves will be paid for at unit price per item bid, including all associated installation, complete, in place. Such payment shall be complete for complete performance of work in accordance with drawings and these specifications.

1.6 DUCTILE IRON FITTINGS

A. Ductile iron fittings required in construction of various size pipe lines as shown on plans or as required will be paid for at unit price per ton and include cost associated with excavation, backfilling, concrete blocking, and other incidental work required for complete installation.

1.7 GATE VALVES AND BOXES

A. Furnishing and installing gate valves and valve boxes of types and sizes required in various locations as shown on plans, will be paid for at unit price bid each for furnishing and installing various size valves and boxes. Unit price bid shall be complete compensation for furnishing and installing valves and boxes, complete, in place.

1.8 SERVICE CONNECTIONS

A. Connections to existing services will be paid for as a unit price bid per item. This price shall include all associated installation, complete, in place.

1.9 HEAVY POLYETHYLENE WARNING TAPE

A. Furnishing and installing warning tape will be paid for at unit price bid per linear foot. Unit price work shall include all incidental work required for complete installation.

1.10 TRAFFIC CONTROL

A. Payment will be made on a lump sum basis for preparing, implementing, and maintaining an approved traffic control plan as specified.

1.11 ASPHALT PAVEMENT REMOVAL AND REPAIR

A. Area of pavement removal, disposal, and repair as shown on drawings and required will be determined by actual measurement of finished area. Asphalt pavement removal and repair will be paid for at unit price bid per square yard and complete compensation for cutting, removing, disposal, and repair of pavement and other incidental work.

1.12 FIRE HYDRANT REMOVAL

A. Payment will be made on a per each unit basis for removing existing fire hydrant including all incidental work.

1.13 FIRE HYDRANTS

A. Payment will be made on a per each unit basis for furnishing and installing fire hydrants, including valves and miscellaneous appurtenances, furnished and installed, complete, in place, including all work required, as specified and shown on plans.

1.14 ABANDON, CUT, AND PLUG EXISTING LINE

A. Payment for abandoning, cutting, and plugging existing water line will be paid for on a unit price bid basis. Unit price bid shall include all incidental work required.

1.15 PERMANENT SIGN

A. Payment for furnishing and installing permanent sign(s) will be paid for as a lump sum price bid. This price shall include all associated work, complete, in place.

1.16 FINAL CLEANUP

A. Contractor shall make a final cleanup of all parts of work before final acceptance of work by Owner. This cleanup shall include, among other things, removing all construction materials, final grading of all trench surfaces and construction sites, and general preparing sites of work in an orderly manner.
B. Cost of the cleanup shall be included as a part of cost of various items of work involved and no direct compensation will be made for this work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01028 - CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittals and change procedures.
   2. Documentation of change in Contract Sum/Price and Contract Time.
   3. Construction change authorization.
   4. Stipulated and unit price change orders.
   5. Time and material and execution of change order.
   6. Correlation of Contractor submittals.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Submit name of individual authorized to receive change documents and be responsible for informing others in Contractor employ or subcontractors of changes to Work.

B. Change Order Forms.

1.3 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes and substantiate costs of changes in Work.

B. Document each quotation for a change in cost or time with sufficient data to allow quotation evaluation.

C. On request, provide additional data to support computations:
   1. Quantities of products, labor, and equipment.
   2. Taxes, insurance, and bonds.
   3. Overhead and profit.
   4. Justification for any change in Contract Time.
   5. Credit for deletions from Contract, similarly documented.

D. Support each claim for additional costs and work done on a time and material basis, with additional information:
   1. Origin and date of claim.
   2. Dates, times, and by whom work was performed.
   3. Time records and wage rates paid.
   4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.4 CHANGE PROCEDURES

A. Engineer will advise of minor changes in Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by Contract by issuing supplemental instructions by letter.

B. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, change in Contract Time for executing change. Contractor will prepare and submit an estimate within seven days.

C. Contractor may propose change by submitting a request for change to Engineer, describing proposed change and full effect on Work, with a statement describing reason for change and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other contractors.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

A. Engineer may issue a document, signed by Owner, instructing Contractor to proceed with a change in Work, for subsequent inclusion in Change Order.
B. Document will describe changes in Work and designate method of determining any change in Contract Sum/Price or Contract Time.
C. Promptly execute change in Work.

1.6 STIPULATED PRICE CHANGE ORDER

A. Based on Proposal Request and Contractor maximum price quotation or Contractor request for a Change Order as approved by Engineer.

1.7 UNIT PRICE CHANGE ORDER

A. For predetermined unit prices and quantities, Change Order will be executed on a fixed unit price basis.
B. For unit costs or quantities of units of work not predetermined, execute Work under a Construction Change Authorization.
C. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

1.8 TIME AND MATERIAL CHANGE ORDER

A. Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of Contract.
B. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
C. Maintain detailed records of work done on Time and Material basis.
D. Provide full information required for evaluation of proposed changes and substantiate costs for changes in Work.

1.9 EXECUTION OF CHANGE ORDERS

A. Execution of Change Order: Engineer will issue Change Orders for signatures of parties as provided in Conditions of Contract.

1.10 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to records each authorized Change Order as a separate line item and adjust Contract Sum/Price.
B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
C. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01039 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Coordination and field engineering.
   2. Preconstruction and progress meetings.
   3. Examination and preparation.
   4. Cutting and patching.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 COORDINATION

A. Coordinate scheduling, submittals, and Work of various Project Manual Sections to assure efficient and orderly sequence of interdependent construction element installation, with provisions for accommodating items installed later.

B. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.

C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

D. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner activities.

1.3 FIELD ENGINEERING

A. Locate and protect survey control and reference points.

B. Control datum for survey is shown on Drawings.

C. Verify set-backs, easements, drawing dimensions, and elevations.

D. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

E. Submit a copy of registered site drawing and certificate signed by Land Surveyor that elevations and locations of Work are in conformance with Contract Documents.

1.4 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice to Proceed.

B. Attendance Required: Owner, Engineer, Contractor, and major subcontractors.

C. Agenda:
   1. Designation of personnel representing parties in Contract and Engineer.
   2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   3. Scheduling
      a. Use of premises by Owner and Contractor.
      b. Owner requirements.
      c. Construction facilities and controls provided by Owner.
      d. Survey and layout.
      e. Security and housekeeping procedures.
      f. Schedules.

g. Procedures for testing.
h. Procedures for maintaining record documents.

D. Engineer will record minutes and distribute copies to participants within five days after meeting.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of Work as required.
B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
C. Attendance Required: Job superintendent, major subcontractors and suppliers, Engineer, as appropriate to agenda topics for each meeting.
D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.
E. Contractor will record minutes and distribute copies within five days.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Examine and verify specific conditions described in individual specification sections.
C. Verify utility services are available, correct characteristics, and in correct location.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply any manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching, including excavation and fill, to complete Work and:
   1. Fit several parts together and integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.

D. Execute work by methods to avoid damage to other Work and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For assembly, refinish entire unit.

I. Identify any hazardous condition exposed to Engineer during Work for decision or remedy.

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Quality assurance and schedule of references.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or Federal Standards, comply with standard requirements, except when more rigid requirements are specified or required by applicable codes.
B. Conform to reference standard by date of issue current on date for receiving bids.
C. Obtain copies of standards when required by Contract Documents.
D. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
E. DO NOT alter contractual relationship of parties to Contract from Contract Documents by mention or inference otherwise in any reference document.

1.3 SCHEDULE OF REFERENCES

AA Aluminum Association
818 Connecticut Avenue, N.W.
Washington, DC 20006

AABC Associated Air Balance Council
1000 Vermont Avenue, N.W.
Washington, DC 20005

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, DC 20001

ACI American Concrete Institute
Box 19150, Reford Station
Detroit, MI 48219

ADC Air Diffusion Council
230 North Michigan Avenue
Chicago, IL 60601

AGA American Gas Association
1515 Wilson Blvd.
Arlington, VA 22209

AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006
AGMA	American Gear Manufacturers Association 1500 King Street, Suite 201 Alexandria, VA 22314
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
A.I.A.	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017

ASTM	ASTM 1916 Race Street Philadelphia, PA 19103
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BHMA	Builders' Hardware Manufacturer Association 60 East 42nd Street, Room 511 New York, NY 10165
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10174
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CPSC	Consumer Product Safety Commission 1111 Eighteenth Street, NW Washington, DC 20207
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102

EJCDC Engineers' Joint Contract Documents Committee
American Consulting Engineers Council
1015 15th Street, N.W.
Washington, DC 20005

EJMA Expansion Joint Manufacturers Association
25 North Broadway
Tarrytown, NY 10591

FGMA Flat Glass Marketing Association
White Lakes Professional Building
3310 Harrison
Topeka, KS 66611

FM Factory Mutual System
1151 Boston-Providence Turnpike
P.O. Box 688
Norwood, MA 02062

FS Federal Specification
General Services Administration
Specifications and Consumer Information Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

GA Gypsum Association
1603 Orrington Avenue
Evanston, IL 60201

ICBO International Conference of Building Officials
5360 S. Workman Mill Road
Whittier, CA 90601

IEEE Institute of Electrical and Electronics Engineers
345 East 47th Street
New York, NY 10017

IES Illumination Engineering Society of North America
345 East 47th Street
New York, NY 10017

IMIAC International Masonry Industry All-Weather Council
International Masonry Institute
815 15th Street, N.W.
Washington, DC 20005

MIL Military Specification
Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19120

ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NBS	National Bureau of Standards (U.S. Department of Commerce) Gaithersburg, MD 20234
NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEC	National Electrical Code (by NFPA)
NECA	National Electrical Contractors Association 7315 Wisconsin Avenue Bethesda, MD 20814
NEMA	National Electrical Manufacturers Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NPCA	National Paint and Coating Association 1500 Rhode Island Avenue N.W. Washington, D.C. 20005
NRCA	National Roofing Contractors Association 8600 Bryn Mawr Avenue Chicago, IL 60631
NSF	National Sanitation Foundation 3475 Plymouth Road P.O. Box 1468 Ann Arbor, MI 47106

NSWMA National Solid Wastes Management Association
1730 Rhode Island Ave., N.W.
Washington, DC 20036

NWMA National Woodwork Manufacturers Association
205 W. Touhy Avenue
Park Ridge, IL 60068

OSHA Occupational Safety and Health Administration
(U.S. Department of Labor)
Government Printing Office
Washington, D.C. 20402

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077

PS Product Standard
U. S. Department of Commerce
Washington, DC 20203

RIS Redwood Inspection Service
One Lombard Street
San Francisco, CA 94111

RMA Rubber Manufacturer's Association
1400 K Street, N.W.
Washington, D.C. 20005

SDI Steel Deck Institute
P.O. Box 9506
Canton, OH 44711

S.D.I. Steel Door Institute
712 Lakewood Center North
14600 Detroit Avenue
Cleveland, OH 44107

SGCC Safety Glazing Certification Council
Route 11, Industrial Park
Cortland, NY 13045

SIGMA Sealed Insulating Glass Manufacturers Association
111 East Wacker Drive
Chicago, IL 60601

SJI Steel Joist Institute
1205 48th Avenue North, Suite A
Myrtle Beach, SC 29577

SMACNA Sheet Metal and Air Conditioning Contractors' National Association
8224 Old Court House Road
Vienna, VA 22180

SSPC Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, PA 15213

TCA Tile Council of America, Inc.
Box 326
Princeton, NJ 08540

UL UL
333 Pfingston Road
Northbrook, IL 60062

WCLIB West Coast Lumber Inspection Bureau
6980 S.W. Varns Road
Box 23145
Portland, OR 97223

WRI Wire Reinforcement Institute
8361 A Greensboro Drive
McLean, VA 22102

WWPA Western Wood Products Association
1500 Yeon Building
Portland, OR 97204

W.W.P.A. Woven Wire Products Association
2515 N. Nordica Avenue
Chicago, IL 60635

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures and resubmittal requirements.
   2. Construction progress schedules and proposed products list.
   3. Shop drawings and product data.
   4. Manufacturer instructions and certificates.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal using Engineer's electronic site including Contractor name, address, and phone number.

B. Identify Project, Contractor, subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

C. Apply Contractor stamp, signed or initials certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with requirements of Work and Contract Documents.

D. Schedule submittals to expedite Project. Coordinate submission of related items.

E. Identify variations from Contract Documents and Product or system limitations detrimental to successful performance of completed Work.

F. Revise and resubmit submittals as required, identify all changes made since previous submittal.

G. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

H. Unrequested Submittals will not be recognized or processed.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise initial submittal as required and resubmit to meet requirements as specified.

B. Mark as RESUBMITTAL.

C. Reuse original transmittal number and supplement with sequential alphabetical suffix for each resubmittal.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule electronically to Engineer if required.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version.

C. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

E. Indicate estimated percentage of completion for each item of Work at each submission.

F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.

1.5 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 SHOP DRAWINGS

A. Submit all shop drawings electronically.
B. Drawing size shall be minimum 8-1/2 x 11 inches and maximum of 30 x 42 inches.
C. Draw details to a minimum size 2 inches equal to 1 foot.
D. After review, produce copies and distribute in accordance with Article 1.2 "Submittal Procedures," and record document purposes described in Section 01700 "Contract Closeout."

1.7 PRODUCT DATA

A. Mark submittal to identify applicable products, models, options, and other data. Supplement manufacturer-standard data to provide information unique to Project.
B. Include recommendations for application and use, compliance with specified standards of trade associations and testing agencies.
C. Include notation of special coordination requirements for interfacing with adjacent work.
D. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 "Contract Closeout."

1.8 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturer-printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.9 MANUFACTURER CERTIFICATES

A. When specified in individual specification Sections, submit manufacturer certificate to Engineer for review, in quantities specified for Product Data.
B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality assurance and control of installation.
   2. Inspection and testing laboratory services.
   3. Manufacturer field services and reports.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturer instructions, including each step in sequence.

C. Should manufacturer instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as a minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 INSPECTION AND TESTING LABORATORY SERVICES

A. Owner will appoint, employ, and pay an independent firm to perform inspection and testing.

B. Independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by Engineer.

C. Reports will be submitted by independent firm to Engineer, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm, furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
   1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor use.

E. Retesting required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Engineer. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from Contract Sum/Price.

1.4 MANUFACTURER FIELD SERVICES AND REPORTS

A. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.

B. When specified in individual specification Sections, require material or Product suppliers or manufacturer to provide qualified staff personnel to observe site conditions, conditions of

surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and initiate instructions when necessary.

C. Individuals to report observations and site decisions or instructions given to applicators or installers supplemental or contrary to manufacturer-written instructions.

D. Submit report in triplicate within 30 days of observation to Engineer for review.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
   2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
   3. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary buildings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 TEMPORARY WATER SERVICE

A. Provide, maintain, and pay for suitable quality water service required for construction operations.
B. Exercise measures to conserve water.
C. Extend branch piping with outlets located so water is available by hose with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.3 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.
B. DO NOT use permanent building facilities during construction operations. Daily maintain a clean and sanitary condition.

1.4 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner use of site and protect existing facilities and adjacent properties from damage from construction operations and demolition.
B. Provide protection for plant life designated to remain. Replace damaged plant life.
C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.5 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.6 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
C. Prohibit traffic from landscaped areas.

1.7 ACCESS ROADS

A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
C. Provide and maintain access to fire hydrants, free of obstructions.
D. Existing onsite roads may be used for construction traffic.

1.8 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.
B. Remove waste materials, debris, and rubbish from site and dispose off-site at intervals as required to maintain clean site.

1.9 PROJECT IDENTIFICATION

A. Contractor will provide project identification signs.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade or buried utilities, equipment, facilities and materials as soon as permanent facilities can be utilized.
B. Remove underground installations to a minimum 2-foot depth.
C. Clean and repair damage caused by installation or use of temporary work.
D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - PRODUCTS (Not Used)

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products, options, and substitutions.
   2. Transportation and handling.
   3. Storage and protection.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C. Provide interchangeable components of same manufacturer, for similar components.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery
   1. Deliver materials, products, and equipment to project site in undamaged condition in manufacturer original, unopened containers or packaging, with identifying labels intact and legible.
   2. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
   3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
   4. Arrange deliveries in accordance with construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in construction process.

B. Storage
   1. Store and protect products in accordance with manufacturer instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
   2. For exterior storage of fabricated products, place on sloped supports, above ground.
   3. Provide off-site storage and protection when site does not permit onsite storage or protection.
   4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
   5. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
   6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

7. Arrange storage of products to permit access for inspection in local warehouse. Periodically inspect to assure products are undamaged and maintained under specified conditions.
8. Materials, products, and equipment may be stored off site in bonded and insured local warehouse approved by Engineer and Owner. Pay all costs incurred for off-site storage facilities. Products properly stored in off-site storage facilities may be included in progress pay requests with written approval of Owner.

C. Handling: Handle materials, products, and equipment in a manner prescribed by manufacturer or specified to protect from damage during storage and installation.

1.4 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.5 SUBSTITUTIONS

A. For bidding purposes as provided in "Information to Bidders."
B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
D. A request constitutes a representation that Bidder:
   1. Has investigated proposed product and determined it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work be required for Work complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
E. Substitutions not considered when indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
F. Substitution Submittal Procedure:
   1. Submit four copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit shop drawings, product data, and certified test results attesting to proposed product equivalence.
   3. Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes
   1. Closeout procedures and final cleaning.
   2. Adjusting, spare parts, and maintenance materials.
   3. Project record documents and warranties.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents were reviewed, Work was inspected and complete in accordance with Contract Documents, and ready for Engineer inspection.
B. Provide submittals to Engineer required by governing or other authorities.
C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final inspection.
B. Clean site. Sweep paved areas, rake, clean landscaped surfaces.
C. Remove waste and surplus materials, rubbish, and construction facilities from site.
D. Repair, patch, and touch-up marred surfaces to match adjacent finishes.

1.4 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain onsite, one set of the following record documents. Record actual revisions to Work:
   1. Contract Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other Contract modifications.
   5. Reviewed shop drawings, product data, and samples.
B. Store Record Documents separate from documents used for construction.
C. Record information concurrent with construction progress.
D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including:
   1. Manufacturer name, product model, and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and Modifications.

E. Record Documents and Shop Drawings. Legibly mark each item to record actual construction including:
   1. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   2. Field changes of dimension and detail.
   3. Details not on original Contract Drawings.
   4. Changes made by addenda and modification.

F. Submit documents to Engineer with claim for final Application for Payment.

1.6 WARRANTIES

A. Provide duplicate notarized copies.
B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
C. Provide Table of Contents and assemble with metal prong binder in durable plastic presentation cover.
D. Submit prior to final Application for Payment.
E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance, and extra materials in quantities specified in individual specification Sections.
B. Deliver to project site and place in location as directed. Obtain receipt prior to final payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 02110 - SITE PREPARATION AND CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Site preparation, excavation, grading, trenching and backfilling required for the project. Excavation, of whatever material encountered, for all structures in the project, shall be made as required by Drawings or as directed by Engineer. Material required to be moved during preparation of the site, excess excavated material or any material unsuitable for use in backfilling shall be disposed of by Contractor.
2. Excavation will not be classified and no additional compensation will be allowed for rock. Bidders shall make such investigations of the nature of material to be encountered in excavations as they deem necessary and shall assume all responsibility for fully informing themselves of the character of such material.
3. Contractor shall furnish all materials, equipment tools, labor, superintendence, and incidentals required to perform the Work as indicated on the drawings, as directed by the Engineer and as specified.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 02151 - Trench Safety Systems.
3. Section 02730 – Potable Water Piping, Valves, Fittings, and Appurtenances.

1.2 TRENCH SAFETY

A. Contractor shall be responsible for complying with Texas House Bills 662 and 665 safety standards and with the applicable OSHA regulations concerning trench excavation, general excavation and construction safety.

B. Contractor shall be responsible for implementing a trench safety system wherever the trench depth exceeds 5 feet. Contractor shall refer to the section of the specifications Section 02151 - Trench Safety Systems, and to the details shown on the plans for approved trench safety methods for pipelines.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CLEARING OF RIGHT-OF-WAY

A. Clearing shall consist of removal and lawful disposal of vegetation, rubble, trees, tree roots, down timbers, snags, brush, pavements of various types, and rubbish within the areas to be cleared. Individual trees, groups of trees or other vegetation not required to be removed and occurring outside the earthwork area shall be protected against unnecessary cutting, breaking or skinning of roots, skinning and brushing of bark, or smothering of trees by stockpiling construction materials or excavated materials within drip lines.

3.2 DISPOSAL

A. Contractor shall lawfully dispose of all material removed from the job site.

3.3 TRENCHING AND BACKFILLING PIPELINES

A. Excavation for pipe trenches shall be made to the lines and grades shown on the drawings and established in the field. Trenching and backfilling for water pipelines are specified in other sections of these specifications.

3.4 CLEAN UP

A. After completion of all work in connection with the project, the entire work area and any adjacent areas disturbed by the construction shall be cleaned of all construction debris, rocks and excess materials and all such material shall be removed from the site or highway right-of-way and disposed of by Contractor. Any sod disturbed by the installation of these facilities shall be replaced. The entire area shall be graded to uniform surfaces and shall present a neat and clean appearance before final acceptance.

END OF SECTION

SECTION 02151 - TRENCH SAFETY SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Trench safety systems for trench excavations greater than 5 feet in depth. All work performed under this section shall also comply with OSHA Part 1926, Subpart P and all state and local codes.
   2. Contractor shall be responsible for complying with the requirements of the specifications, drawings and all applicable codes. Contractor shall immediately notify the Engineer of any unforeseen field conditions which might affect the integrity of the trench safety system.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Appendix A - OSHA Part 1926, Subpart P.

1.2 SCOPE OF WORK

A. Trench and excavation safety systems either by cut back method or braced excavation method for all trenches 5 feet and deeper whether indicated on the drawings or required by actual field conditions. Trenches not exceeding 5 feet in depth shall be protected as required by OSHA, state, and local standards.

B. Alternative methods of trench safety may be submitted for approval to Engineer, however alternative methods will not be reviewed or approved prior to bid opening.

C. Contractor holds responsibility to adhere to the latest version from OSHA.

1.3 SUBMITTALS

A. Provide detailed drawings for proposed trench safety systems. Clearly identify where each system is proposed for use and type of system to be used. Trench excavations cannot be started until trench safety systems have been submitted and approved by the Engineer.

B. Trench Boxes: Submit manufacturer's standard data sheet and certificate of compliance signed by a registered engineer stating the maximum allowable depth for the given design pressure for each type of trench box proposed for use.

C. Alternative Systems: If alternative systems composed of steel, aluminum, wood or a combination of materials are proposed, submit design calculations signed by a registered engineer showing all member properties, design strengths and any stress increases used with justification for their use.

1.4 QUALITY ASSURANCE

A. Trench safety systems shall be designed based on actual field conditions. Contractor shall review and determine the field conditions for the project.

B. Work shall be performed by forces having at least two years' experience with similar types of trench safety systems. All prefabricated items used in trench safety systems shall be manufactured by a company with at least two years' experience in fabricating the items.

C. Contractor shall be responsible for complying with all trench safety requirements and for the safety of trenches and excavations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide suitable materials capable of withstanding imposed loads without excessive deflections. Materials shall be clean, free of rust, holes, knots and other defects.
   1. Steel shall be of type and thickness as required by design and shall have a minimum yield stress of F_y = 36000 psi.
   2. Aluminum: Type 6061-T6, thickness as required by design.
   3. Wood in Contact with Earth: Pressure-treated soft woods or untreated hardwoods.
   4. Wood not in Contact with Earth: Soft or hardwood as required by design.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

A. Prior to starting trench excavations, Contractor shall examine all site conditions and note any conditions in existing pavements, structures and other items which may be adversely affected by trenching operations. Prepare a written list of all such conditions and submit the list to Engineer. During trenching operations note any changes which occur to existing pavements or structures and submit a written report to the Engineer of all such changes.

3.2 EXISTING UTILITIES

A. Prior to starting trench excavations, chart and field locate all existing utilities. Notify owners of all utilities of work to be performed. Protect all existing utilities from damage. Provide additional support for utility lines which cannot span trench width. Do not interrupt existing services without written approval by Engineer and utility owner.

3.3 TRENCHING PROCEDURES

A. Provide shoring systems in accordance with the submitted design to adequately resist earth pressures indicated on the drawings.
B. Proceed with work in an orderly fashion. Install trench bracing systems as soon as possible after opening trenches. Do not allow workers in trench prior to installing trench bracing systems.
C. Backfill trenches as soon as possible after completion of work.
D. Stockpile excavated materials at 3 feet away from edge of trench.
E. Maintain barricades and signage as required by state and local codes to protect open excavations.
F. Do not allow surface water to enter excavations. Properly grade areas adjacent to trench excavations to control surface drainage away from excavations. Excavations which must remain open during periods of rainfall shall be covered with suitable material to prevent accumulations of water in excavation.
G. If cut back method is employed, maintain a clear distance of 3 feet from edge of cut to avoid allowing loose material to enter trench.
H. Do not operate heavy equipment except for trench digging equipment within 20 feet of edge of excavation.

END OF SECTION

SECTION 02510 - REMOVING AND REPLACING EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Furnishing all labor, materials and equipment required to make cuts in existing asphalt paving, remove the existing pavement and replace the pavement as specified herein and shown on Drawings.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 02730 – Potable Water Piping, Valves, Fittings, and Appurtenances.

1.2 REFERENCED STANDARDS

A. AASHTO T96, Los Angeles Abrasion.
B. TxDOT Standard Specifications for Construction of Highways, Streets or Bridges; 1993.
C. ASTM P946.

PART 2 - GENERAL

2.1 ASPHALT MATERIAL

A. Paving Mixture
   1. Asphaltic concrete surfacing shall consist of a mixture composed of mineral aggregate and asphaltic material, placed on a previously competed base course. All methods employed in performing the work and all equipment, plant and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer before the work is started. Equipment, tools, machinery and plant shall be maintained in first class condition, and whenever found unsatisfactory shall be changed or improved as required.
   2. The surface course composed of mineral aggregate and bituminous material shall produce a mixture which, when designed and tested in accordance with these specifications and methods outlined in the Texas Department of Transportation Bulletin C-14, shall have the following laboratory density and stability:
      a. Density: Minimum 93 percent, maximum 95 percent.
      b. Stability: Not less than 40.
   3. Paving mixture shall be composed of a uniform mixture of coarse aggregate, fine aggregate, mineral filler and asphaltic cement. Material forming the mixture shall be proportioned by weight. Grading of each constituent shall be such as to produce, when proportioned, a mixture conforming to the limitations for grading of a Type D (Fine Grade Surface Course) meeting 1993 TxDOT Specifications. Asphalt material shall form approximately 6 percent of the mixture by weight. Mixture shall meet the requirements of SDHPT 1982 specifications Item 350. Thickness of the asphaltic concrete shall be as shown on Drawings or as specified.

B. Environmental Restrictions: Do not place asphaltic mixture when air temperature is below 45 degrees F and falling. Instead, place when air temperature is above 40 degrees F and rising,

with further provision that materials placed only when weather conditions, in Engineer's opinion, are suitable.

2.2 TACK COAT

A. Tack Coat Material: Asphalt for tack coat shall be rapid-curing cutback asphalt and shall meet TxDOT specifications. Tack coat shall be RC-250.
B. Environmental Restrictions: Do not apply tack coat when air temperature is below 50 degrees F and falling, but placed when air temperature is 40 degrees F and rising. No tack coat shall be applied when weather conditions, in the opinion of the Engineer, are not suitable.

PART 3 - GENERAL

3.1 EXISTING PAVEMENT REMOVAL

A. Wherever necessary to make cuts in existing asphalt pavement, make to cause least amount of damage to adjoining surfaces. In removing asphalt pavement, surface shall be saw-cut along each side of trench ahead of trenching machine, remove width to be sufficient to allow a shoulder on each side of trench as shown on drawings, and surfacing and base removed with trenching machine as trench is excavated. Tunneling required under curb and gutter.

3.2 REPLACING ASPHALTIC PAVING CUTS

A. After completion of backfill in areas where an asphalt type of paving is removed and sufficient time passed for ponding water to leach out of backfill material, a lean concrete, two sack per CY, backfill is placed to width shown on plans. The 6-inch slab of lean concrete (minimum) shall be placed in trenched-out area and surface of concrete struck off to bottom of proposed HMAC pavement surface course. Slab shall be given rough but even finish with wood float. Use High Early Strength Cement. Surfacing may be applied 24 hours after completing the slab.
B. After completion of the base slab and elapse of the required time, a surface course of asphaltic concrete as specified above shall be laid as specified herein. Immediately prior to placing surfacing, the existing surfacing shall be saw-cut back 3 inches from the edge of the concrete slab, the cut being vertical and in a straight line longitudinally, and the base shall be swept clean of all dirt and loose material. The base shall then be tacked by spraying with from 0.10 to 0.15 gallon per square yard of cut-back asphalt. Hand spraying or mopping will be permitted. The surfacing material shall then be applied; as the material is placed it shall be thoroughly raked and leveled. After the surfacing has been placed as described above, it shall be rolled with a suitable 8-ton (or larger) flat wheel roller. Care shall be taken to replace the pavement to the proper cross-section and elevation. In general, the new surfacing, after initial rolling, shall be from 1/4- to 3/8-inch above the old surfacing to allow for further compaction. If, after rolling, there are any high or low spots, such places shall be corrected by loosening the surface and then adding or removing the proper amount of asphaltic concrete and then recompacting the surface.

END OF SECTION

SECTION 02730 - POTABLE WATER PIPING, VALVES, FITTINGS, AND APPURTENANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Constructing all piping and pipe accessories required for the project. Contractor shall furnish all materials, equipment, tools, labor, superintendence, and incidentals required for the complete construction of the Work as shown on the Drawings and as specified herein. All materials used in construction of the pipelines shall be new and of the size, type, and class as shown on the Plans and as specified herein for the various items of construction.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 02151 - Trench Safety Systems.
   3. Section 02750 - Pipe Installation.

1.2 SUBMITTALS

A. Submit all manufacturers' data on all pipe, fittings, specials, service tape, valves, meters, and other materials specified herein to be used on the Project. Include pipe thickness class calculations, special coatings and lining information, and special embedment requirements differing from that indicated in the Plans and Specifications.

1.3 CERTIFICATION

A. Certifications properly executed by the manufacturer shall be furnished to Engineer showing compliance with the Specification requirements and standards sighted herein. Test data from tests performed shall be provided as requested by Engineer.

1.4 INSPECTION

A. Engineer and his representatives shall have access to all phases of Work. The manufacturer and Contractor shall provide proper facilities for access and inspection. Material, fabricated parts, and pipes which are discovered to be defective, or which do not conform to the requirements of this Specification, will be subject to rejection at any time prior to final acceptance of the pipe.

1.5 SCHEDULE OF PIPE

A. Only types of pipe considered for use on this project are those specified in this Section. Each specified type of pipe shall be used only on those pipelines for which designated.

Size and Use	Type and Class
Water Line 6" (Potable)	PVC, C900, DR18

PART 2 - PRODUCTS

2.1 GENERAL

A. Contractor may select type of pipe to install on a particular pipeline, provided that type of pipe is specified herein for use on that pipeline. All pipe of like size and use, however, shall be of the same type and class. Only approved pipe shall be used in the construction of all pipelines and piping.

B. All pipe used in this Project must meet the requirements of American National Standards Institute/National Sanitation Foundation Standard 61 (ANSI/NSF 61).

2.2 POTABLE WATER PIPE

A. C900 Polyvinyl Chloride (PVC) Pipe (Potable Water):

1. PVC pressure pipe shall meet the requirements of ANSI/AWWA C900, latest revision and shall be Class 150 cell classification 12454-A or class 12454-B virgin compounds as defined in ASTM D1784 with an established hydrostatic-design-basis rating of 4000 psi for water at 73.4 degrees F, minimum DR of 18 with cast iron pipe o.d. Elastomeric gaskets shall be manufactured to conform with the requirements of ASTM F477. All pipe shall be suitable for use as pressure conduit. Bell section shall be designed at least as hydrostatically strong as the pipe. Joint shall be in compliance with the requirements for ASTM D3139.
2. AWWA C900 pipe shall be marked as prescribed by AWWA Standards including nominal size, dimension ratio, AWWA pressure class, manufacturer's name and code, and seal of testing agency that verified the suitability of the pipe material for potable water service.
3. Each length of pipe (standard and random), including the integral bell, shall be pressure tested to four (4) times the rated pressure for a minimum of 5 seconds. Pipe shall meet all additional test requirements as described in AWWA C900.

B. C900 Restrained Joint PVC Pipe (Potable Water):

1. Pipe provided under this Section shall meet all requirements of AWWA C900 and Article 2.2B except as modified herein.
2. Restrained joint PVC pipe shall be Certa-Lok as manufactured by Certain Teed or equal.
3. Pipe shall be joined using separate couplings with beveled edges, built-in sealing gaskets, and restraining grooves. Restraining splines shall be square and made of Nylon 101. Each pipe and coupling shall carry UL and FM listing labels and NSF approved as indicated in Article 2.1B.

2.3 PIPE FITTINGS

A. Ductile Iron Fittings:

1. Fittings for ductile iron pipe shall be cast iron or ductile iron, be mechanical joint, flanged, or a combination as shown or required, and conform to AWWA C110. In general, use flange fittings on all exposed piping. All other fittings shall be mechanical joints.
2. All ductile iron fittings shall be coated and lined in accordance with Article 2.2 for the service conditions to be experienced.
3. All ductile iron fittings shall be cast from the same quality of metal used in casting ductile iron pipe and shall be subjected to the same test requirements. Marking and sizing shall be as required for the ductile iron pipe.

4. All flanged fittings shall be faced and drilled in accordance with the standard drilling for ASA B16.1 Class 150 ductile iron fittings.
5. Bolts shall be of the length and diameter required by the ASA specification for Class 125 flanges. Bolts and nuts shall be of best quality mild steel and shall be provided with hexagonal heads, except where other types of bolts are specified. Ring gaskets shall be used in all flanged joints and shall be of a rubber composition sheet packing and shall be as manufactured by Rainbow, Durable Barlock, or equal.

B. PVC Fittings: Fittings used with PVC water supply pipeline shall be ductile or cast iron conforming to requirements of ANSI/AWWA C110/A21.10-87 or ANSI/AWWA C153/A21.53-94, and suitable for use with the specified PVC pipe with which they are used.

C. Restraint Devices for PVC Pipe: Where indicated on Contract Drawings, use mechanical joint restraints. In lieu of concrete thrust blocking, unless indicated otherwise, Contractor shall have option of using restrained joints. Restraint mechanism shall consist of a plurality of individually-actuated gripping surfaces to maximize restraint capability. Glands shall be manufactured of ductile iron conforming to ASTM A536-80. The gland shall be such to replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 or latest version. Use twist-off nuts, sized same as tee-head bolts, to ensure proper actuating of restraining devices. Restraining glands shall have a pressure rating equal to pipe where used. Restraining glands shall have been tested to ASTM F1674-96, listed by Underwriters Laboratories, Inc., and approved by Factory Mutual. The restraint shall be the EBAA Iron Series 2000PV or approved equal.

D. Restraint shall be manufactured of ductile iron conforming to ASTM A536. Utilize a split ring behind pipe bell. Use serrated ring to grip pipe and use a sufficient number of bulbs to connect bell and gripping ring. The combination shall have a minimum working pressure and test pressure rating to meet that specified for pipe. Restraint shall be Series 1600 (C900) or 6500 (IPS) as manufactured by EBBA Iron Inc., or approved equal.

2.4 VALVES

A. Gate Valves:
1. Install gate valves, of the size, type, and configuration indicated, where shown on Plans. Gate valves shall be flanged, mechanical joint, or hub end as shown on Drawings or as required by type of joint used in piping. All valves shall open by turning to the left and, unless otherwise specified, shall have non-rising stems and be furnished with a 2-inch operating nut when valves are buried, and furnished with hand wheels when above ground. In cases where operating nut is more than 3 feet below ground, valves shall be supplied with an operator extension to position the operating nut within 3 feet of the finished ground surface.
2. Gate valves shall be furnished with O-ring stem seals up to 12 inches in size; 16 inches and over shall have stuffing box type stem seals. Non-rising stem valves are to be in compliance with ANSI/AWWA C509.
3. Gate valves shall be designed for a working pressure of 150 psig and shall be as manufactured by Mueller, or approved equal.
4. See Article 2.3 for restraint joint requirements.

B. Valve Boxes and Extension Stems:
1. Extension stems shall be furnished on buried valves where the top of the operating nut is more than 36 inches below finished grade. Top of the extension stem shall not be more than 9 inches below the top of the valve box.

2. Buried valves shall be provided with cast iron valve boxes. Boxes shall be designed to fit over a section of 6-inch C900 PVC rise pipe to use as an extension from the top of the valve to within 8 inches of the ground surface. The box shall have a heavy cast iron cover and flange type base, with base approximately 4 inches larger in diameter than the outside diameter of the barrel of the box. The necessary length of 6-inch C900 PVC riser pipe required for the extension shall be considered as a part of the box.

2.5 TAPPING VALVES

A. Tapping valves shall be resilient seat type with body and bonnet made of ductile iron and rated for 250 psig working pressure plus 75 psi surge allowance. The mating valve flange to the tapping sleeve outlet must have a raised male face, conforming to MSS SP-60 to ensure true alignment of valve and tapping machine. The outlet end of the valve shall have the desired joint connection for the intended pipe. All interior and exterior ferrous surfaces shall be protected against corrosion by fusion-bonded epoxy coating. Coating shall be applied prior to assembly to assure coverage of all exposed areas, including bolt holes. Tapping valves shall be those manufactured by American Flow Control, Kennedy, M&H, Mueller, or approved equal. Contractor shall provide a solid foundation for support of the tapping machine.

2.6 TAPPING SLEEVES

A. Tapping sleeves shall be full wrap-around type, cast iron, or approved equal, tapping sleeves as manufactured by Mueller, M&H, or Clow Corporation, and shall be Class 150.

2.7 FIRE HYDRANTS

A. Fire hydrants shall be iron body, bronze-mounted throughout, and designed for a working pressure of 150 lbs/inch^2. Hydrants shall have a 5 1/4-inch valve opening, two 2 1/2-inch hose nozzles, and one 4 1/2-inch steamer nozzle. Four 1/2-inch hose threads for all nozzles shall be National Standard threads. Operating nut shall be standard 1 1/2-inch pentagon opening counter-clockwise. Hydrants shall be for 6-inch mains with a hub end shoe connection, and be for a 4-foot bury. Hydrants shall be compression type, opening against pressure have a breakable safety flange and a breakable stem coupling which breaks cleanly upon impact. Hydrants shall be dry-top design. Valve stem shall be equipped with a bronze sleeve at the stuffing box. Stuffing box shall be provided with O-ring seals. Hydrants shall be M&H-AWWA Traffic Model, Mueller Centurion, or approved equal.

2.8 EMBEDMENT MATERIAL

A. General: Embedment for flexible pipe is defined as portion of material from a point 4 inches below the bottom of the pipe to a point 6 inches above the top of pipe (12 inches for PVC pipe).
B. Embedment Material: Embedment material shall be type and class indicated on Drawings. No classification of embedment material. The most granular material removed from trench shall be used for bedding and embodiment around the pipe.

PART 3 - EXECUTION

3.1 GENERAL

A. All pipe, fittings, valves, and accessories shall be furnished and installed as shown on Drawings and specified herein. All materials shall be installed in accordance with approved manufacturer

recommendations in accordance with these Specifications, and shall be accomplished by workers skilled in this type of Work.

1. Inspection of Material: Inspect pipe, fittings, and accessories upon delivery and during Work progress. Any material found defective will be rejected by Engineer, and Contractor shall remove such defective material from site of Work.
2. Responsibility for Materials: Contractor is responsible for all materials furnished by him and shall replace, at his own expense, all material found defective in manufacture or damaged in handling after delivery.
3. Handling Pipe and Accessories: All pipe, fittings, and other accessories shall, unless otherwise directed, be unloaded at point of delivery, hauled to and distributed at Work site by Contractor. In loading and unloading, items shall be lifted by hoists, slid, or rolled on skidways, to avoid shock or damage to the materials. Under no circumstances shall they be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
4. Connections to Existing Lines: Connections between new Work and existing Work, where required, shall be made using proper specials, transition sleeves, and fittings to suit the actual conditions; additional bends may also be necessary to provide minimum pipe separations as required by TCEQ. These fittings, special sleeves, and bends shall be provided after verification from Engineer. When necessary to interrupt service to existing facilities to make connection to an existing line, Contractor may be required to make connections at a time designated by Owner at no additional cost to Owner.

3.2 TRENCHING

A. Pipe trenches shall be excavated to lines and grades shown on Drawings or as established by Engineer. Before excavation begins in paved areas, existing pavement shall be cut or sawed to a neat line by methods meeting Engineer approval. All trenching, shoring, side walls, and other Work related to trenching shall be done in accordance with Section 02151 - Trench Safety Systems, and Contractor-approved trench safety program. In some areas of limited right-of-way, or when necessary to protect existing facilities, slope of trench wall shall be limited. Where necessary to stay within maximum width limits at top of pipe, trench shall be adequately braced and shored. Contractor shall be fully responsible for any damage to adjacent structures due to inadequate trench shoring. Where grades for pipelines are not shown on the Plans, the depth of the trench shall be a minimum of 4 feet plus pipe diameter.

B. Where special pipe embedment not required, trench shall be excavated to an even grade so bottom of pipe will rest on bottom of trench throughout entire length of pipe. To obtain a true even grade, trench shall be fine-graded and shaped to fit the bottom 90 degrees of pipe. Any part of the trench excavated below grade shall be corrected by filling with approved materials and thoroughly compacting. If clay, rock, or other unyielding material is encountered in bottom of trench, remove to a depth of 6 inches below grade, refill with selected materials, and thoroughly compact to grade.

C. Dig bell holes of ample dimensions at each joint to permit jointing of pipe made properly.

D. Trench digging machinery may be used to make trench excavations except in places where operation of same would cause damage to existing structures either above or below ground; in such instances, hand methods shall be employed. Contractor shall locate all existing underground lines of which he has been advised, whether shown on Drawings, sufficiently in advance of trenching operations to prevent any damage thereto and allow for any deviations that may be required from the established lines and grades. Locations shown for existing underground piping, utilities, and other underground structures and appurtenances are approximate. Owner and Engineer do not assume responsibility for failure to show any or all of

these underground facilities or to show them in the exact location. Contractor holds responsibility to field verify the actual locations of all existing structures and underground utilities that could affect Work prior to construction. Extreme care shall be used to prevent such damage and Contractor shall be fully responsible for damage to any such lines. Over-excavation not at the direction of Engineer is to be corrected by Contractor at Contractor expense. Any part of the trench excavated below grade shall be corrected by filling with approved materials and thoroughly compacting.

E. If existing utility line is damaged, Contractor shall immediately notify the proper utility company of any damage to utility line(s), in order that service may be established with the least possible delay. Any damage to existing lines shall be repaired or replaced by Contractor at his own expense and as directed by an official representative of the owner of the damaged line.

F. There will be no classification of, or extra payment for, excavated materials, and all materials encountered shall be excavated as required. Adjacent structures shall be protected from damage by construction equipment. All excavated material shall be piled along the trench in a manner which will not endanger the Work, construction employees, or existing structures, and which will cause the least obstruction to roadways.

G. Contractor shall take all necessary precautions for protecting paved areas from damage by his equipment. Any damage done to such areas as a result of the construction Work, outside the area designated in the Drawings, shall be repaired by Contractor at his own expense.

H. Use of explosives not permitted.

I. Excess trench excavation, not used for backfilling, shall be disposed of by Contractor or as directed by Engineer, at Contractor expense.

3.3 INSTALLING PIPE IN TRENCH

A. After trench is excavated and pipe bed properly prepared, lay pipe in accordance with manufacturer's recommendations and specifications. Inspect each length of pipe for defects immediately before laid. Any defective pipe, damaged by mishandling or any other cause, shall be replaced with satisfactory pipe by Contractor at his expense.

B. Lay pipe true to line and to a uniform grade with no sharp changes in grade. All pipes shall rest on bottom of trench throughout length of pipe and bell holes shall be provided, where required.

C. Pipes shall be clean inside before being lowered into trench and shall be maintained free of water, soil, and all other foreign matter that could injure or obstruct operation of valves or other equipment. All openings to the pipe shall be closed by suitable means at all time except as the actual progress of the work may require. Changes in line or grade that exceed the limitations specified above shall be made with suitable fittings or specials herein before specified.

3.4 EMBEDMENT

A. Place required embedment in the trench following placement of the pipe to the haunch of the pipe and thoroughly consolidated by vibratory compactors.

B. From haunch of pipe or top of required embedment to a depth of 6 inches (12 inches for PVC pipe) above top of pipe, trench shall be backfilled by hand or by approved mechanical methods. Material shall be moistened and placed in lifts not exceeding 6 inches in thickness and compacted by tamping. Use special care in placing this portion of the backfill to ensure placement under and around the pipe and to avoid injuring or moving the pipe.

3.5 BACKFILL

A. All trenches shall be backfilled in accordance with this Section as soon as practicable after the pipe has been installed with the specified bedding condition:

1. Material: Backfill material immediately adjacent to the pipe or bedding material shall be the most granular material available from the excavated spoil bank. Material shall be free from rocks, boulders, or other unsuitable material.
2. Placement of Backfill:
   a. If embedment requirements do not require embedment zone material to the top or above the top of the pipe, the first lift of backfill material shall be placed carefully under and around the pipe and thoroughly compacted by means of mechanical tamps to the spring line of the pipe. When the first lift above the top of the pipe has been compacted as specified, the backfilling of the remainder of the trench shall be placed in the trench in layers not to exceed 8 inches, moistened or aerated as necessary to obtain optimum moisture, and compacted with approved mechanical compaction equipment until the required density is obtained.
   b. At Contractor option, backfill may be settled by ponding method. Jetting method of water tamping not allowed. When ponding method of water tamping is used, second lift shall be flooded until free water is evident on the surface for at least two hours. Approximately 1 foot of water shall then be placed in trench and subsequent lifts shall be started by depositing backfill material in the water until a maximum lift of 3 feet is placed. Additional water shall then be added to the backfill material until free water is again evident as before. This procedure shall be repeated until the entire trench is filled and thoroughly settled. Water ponding will not be allowed for bedding of the pipe or in areas to receive pavements.
   c. Density Requirements:
      1) For all backfill in areas to be paved, a density of not less than 90 percent ASTM D698 shall be obtained from bottom of subgrade to 15 inches below subgrade. A density of 90 percent ASTM D698 shall be obtained from 15 inches below subgrade to top of pipe embedment.
      2) For all backfill not in paved areas, density of not less than 90 percent ASTM D698 shall be obtained from top of pipe to ground surface.
      3) Density tests shall be taken as determined necessary by Engineer. A private geotechnical consultant shall perform density test under Contractor direction.
   d. Following the completion of the backfilling, Contractor will maintain trench surface in a satisfactory manner until final completion and acceptance of the finished Project. Maintenance shall include blading as necessary, filling depressions caused by settlement, and other work required to keep areas and roads in satisfactory condition.

3.6 FLANGED AND MECHANICAL JOINT CONNECTIONS

A. General: Fittings, meters, and valves shall be connected with flanged or mechanical joints as indicated on Drawings. Each joint shall include the flanged ends or gland retainer, gasket, and bolts required to complete the connection. Contractor shall perform all Work necessary to make the connections, and he shall be responsible for the quality and proper operation of those joints.

A. Procedures:
   1. Before making connections, pipe, fittings, or valves shall be properly supported but free to move as bolted. Flange faces shall be set so bolt holes are properly aligned, flange faces bear uniformly on gaskets, and so flanges will not be under strain after joint completion.
   2. To avoid strains upon flanges, gradually tighten bolts at uniform rates sequentially on opposite sides of flanges. To assure flanges are not under strain, Engineer may request

bolts to be loosened in any joint. Install mechanical joint fittings and valves in a similar fashion as previously described for flanged.

3. Buried ductile iron joints or cast iron will require polyethylene wrap with a 10 mils thickness.

3.7 PIPE CUTTING

A. Pipe cutting, where indicated on Drawings or approved/directed by Engineer, shall be done without damaging pipe. Cut by means of an approved type of mechanical cutter. Use wheel cutters where practicable. Cutter operators shall be experienced in use of cutting equipment. After cutting, bevel cut edge in accordance with manufacturers' recommendations where necessary.

3.8 CONCRETE BLOCKING

A. All underground pressure piping shall be blocked with concrete, bearing solidly against the undisturbed trench bank, at all changes in direction and/or elevation. Concrete for blocking shall contain not less than three sacks of cement per cubic yard with a 28-day compressive strength of 3000 psi.

3.9 PIPE IDENTIFIERS

A. All pipes installed in an open trench will be identified with appropriate color and description of 3-inch wide pipe identification marking tape. Install tape parallel to pipe it identifies at 12 - 18 inches above pipe. Above non-metallic (PVC) pipe material, install a tape detectable with a metal detector from the top of finished grade. Install detectable tape as deep as it can be detected but no closer to the non-metallic pipe than 12 inches.

3.10 DISINFECTION (POTABLE WATER ONLY)

A. Contractors shall furnish all labor, equipment, and materials necessary for disinfection of all POTABLE water lines.

1. Before acceptance for operation, all portions of the water supply pipelines installed shall be disinfected as specified below or as prescribed by AWWA C651, latest revision. Prior to putting the lines in service and after pressure tests have been made, the unit to be disinfected shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material.
2. Chlorinating material shall be liquid chlorine conforming to Federal Specification BB-C-120, or hypochlorite conforming to Federal Specification O-C-114, type II, grade B, or Federal Specification O-S-602, grade 1 or 2. Chlorinating material should provide a dosage of not less than 50 ppm and shall be introduced into the waterline in an approved manner. Treated water shall be retained in the pipe long enough to destroy all non-spore-forming bacteria. Except where a shorter period is approved, retention time shall be at least 20 hours and produce not less than 10 ppm of chlorine at the extreme end of the line at the end of the retention period.
3. All valves on the lines being disinfected shall be opened and closed several times during the contact period. Flush line with clean water until the residual chlorine is reduced to no less than 0.5 ppm. Contractor will take one sample of water per 1,000 linear foot of water supply pipeline, with a minimum of one sample for each section disinfected, in properly sterilized containers and have bacterial examinations made by a laboratory certified by the Texas Department of Health. Repeat disinfection until three tests, the

second taken 24 hours after the first and the third taken 24 hours after the second, indicate the absence of coliform organisms. Unit will not be accepted until satisfactory bacteriological results have been obtained.

4. Contractor shall arrange for satisfactory disposal of water flushed from the lines, using pipe, dikes, or channels to an adequate drain so that no nuisance will be created.
5. Contractor shall include costs for disinfection in the unit cost for installing the pipe.

3.11 CLEAN UP

A. After the construction Work is completed, Contractor shall remove all rubbish, excess materials from excavations, and other debris from Work site. Cleanup cost shall be included in the bid prices for the various units of Work.

END OF SECTION

SECTION 02750 - PIPE INSTALLATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Pipe bedding and installation procedures.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PIPE FITTINGS AND ACCESSORIES

A. Inspect pipe, fittings, and accessories upon delivery and during Work progress. Any material found defective will be rejected by Engineer and Contractor shall remove such defective material from Work site.
B. Contractor is responsible for all material furnished by him and shall replace, at his own expense, all such material found defective in manufacture or damaged after delivery.
C. All pipe, fittings, and other accessories shall, unless otherwise authorized, be unloaded at point of delivery, hauled to, and distributed at Work site by Contractor. In loading and unloading, materials shall be lifted by hoists with slings, slid, or rolled on skidways, to avoid shock or damage to the materials. Under no circumstances shall materials be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PIPE BEDDING

A. Pipe bedding and classes of bedding conditions shall be as indicated on Plans and specified herein.

3.2 CLASS A

A. Class A bedding condition pertains to installation of all diameters of PVC, ductile iron bar-wrapped concrete steel cylinder, and steel pipe. For Class A bedding condition, bedding material shall be granular and consist of soil that conforms to these physical characteristics:

Sieve Size (Square Openings)	Percent Passing by Weight
3/8 inch	100
No. 200	0 - 12

B. Granular bedding material shall be non-plastic as determined according to ASTM D4318. Material shall be free from roots, grass, other vegetable matter, clay, clay lumps, or other deleterious materials. Native site soil from cuts may be used for granular pipe bedding, provided it meets requirements. Bedding material shall be placed from 6 inches below pipe to 12 inches above pipe in 8-inch lifts and compacted to 90 percent ASTM D1557 with appropriate compaction equipment. No water flooding allowed. No backfill material larger than 3/8 inch shall be allowed from bottom of trench to 12 inches above pipe.

C. If native material excavated from trench is unsuitable as pipe bedding material, or required compaction is unattainable for the particular spoil bedding material, Contractor shall, at his expense, import select material to mix with or use in place of spoil material. Select material shall meet the requirements for Class A.

3.3 PIPE INSTALLATION IN TRENCH

A. After trench is excavated and pipe bed properly fine-graded, lay pipe in accordance with manufacturer's recommendations and Specifications. Inspect each length of pipe for defects immediately before laid. Any defective pipe damaged by mishandling or any other cause shall be replaced with satisfactory pipe by Contractor at his expense.

B. Pipe shall be laid true to line and to a uniform grade with no sharp changes in grade. All pipe shall rest on the bottom of trench or upon the prepared bedding throughout length of pipe and bell holes provided, where required, to assure this. Lay all pipe true to lines and depths shown on Plans. Remove and re-lay at Contractor expense any pipe not in true alignment or shows any undue settlement after laying.

C. Pipes shall be clean inside before joined and maintained free of water, soil, and all other foreign matter. All openings to pipe shall be closed by suitable means at all times except as the actual progress of the Work may require the pipe to be open.

D. Work shall be watertight at all joints and any leaks or defects immediately repaired. Any pipe disturbed for any cause after laid in final position shall be taken up, joint cleaned, and pipe properly re-laid.

E. Contractor shall furnish a pipe inspection vehicle, adequate lighting, and ventilation for inspection of pipe.

F. Contractor shall provide a rigid gauge to measure vertical deflection in pipe after pipe is backfilled for a minimum of 30 days. Gauge shall measure 97 percent of inside diameter of pipe. All pipe sections shall be checked near center of pipe joint, in presence of Engineer's representative.

G. Contractor shall make provisions not to drop bedding material directly on pipe.

3.4 CONFINED ENTRY SAFETY PLAN

A. Contractor shall submit safety plan for entering confined spaces. Plan shall include an adequate ventilation system provided by Contractor as well as take into account OSHA entry permit requirements for confined space entry. Contractor responsible to provide air monitoring in accordance with OSHA confined entry requirements.

B. Contractor shall have plan available to all personnel entering pipe. Ventilation system will utilize manhole access openings and open ends of pipe to facilitate air movement. Contractor holds responsibility to make adequate provisions to furnish ventilation to meet OSHA requirements. If features are needed to provide an adequate ventilation system other than manhole access openings and open ends of pipe, Contractor holds responsibility to provide additional manway openings or other features necessary, and include any cost in bid price.

C. These procedures apply to all pipe where work is performed on the interior of pipe that requires personnel to enter interior of pipe in the performance of the work and inspection.

D. Contractor shall furnish watertight plugs for pipe ends and/or other openings as required. Contractor shall install and maintain plugs during non-work hours, nighttime, weekends, and non-pipe laying operations, at each location where pipe is installed. Contractor shall provide temporary plugs for all pipe openings normally left open during construction. Information on proposed plugs furnished for use on Project shall be included as part of

information submitted for pipe furnished on Project. At Work completion, Contractor shall turn plugs over to Owner.

3.5 UTILITY RELOCATIONS

A. Water and Sewer:
   1. Existing water and sewer lines shall remain in service at all times during construction, unless otherwise noted on Plans. Existing utilities exposed during construction shall be shored or otherwise supported so no damage occurs to exposed lines. If leaks develop in any existing, exposed, water or sewer lines, Contractor shall immediately repair those leaks at no additional expense to Owner. Contractor shall not interrupt service or function or disturb support of any utility without written authority from utility owner. Where protection is required to ensure support of utilities, Contractor shall place and provide necessary protection and all cost associated with such shall be included in the unit price bid for the various sewer line items, unless a specific bid item is stated.
   2. Any existing lines requiring relocation by Contractor shall be relocated in accordance with these Specifications.
   3. All temporary or permanent relocation, and alteration of utilities requested by Contractor for convenience, shall be his responsibility and Contractor shall make all arrangements and bear all associated costs. Contractor is responsible for bypassing any existing sewer mains required for installation of pipeline.

B. Submittal of Bypass Plans: Submit a bypass plan for any and all utilities to Engineer for review and approval 21 calendar days prior to planned bypass. Submittal shall include: the time the bypass is planned; how it will be accomplished; materials to use; Contractor support personnel and equipment to use for bypass; Contractor contact during bypass; time required for bypass; time of day bypass will be conducted; interruption time (if any); bypass closedown procedures; and testing of bypass and disinfection procedures for water lines, if applicable.

C. Submittal of Tie-In Plans: Submit plans for tie-ins of new facilities to existing facilities or to other new facilities to Engineer for review and approval 30 calendar days prior to ordering fabricated pipe. Plans shall include time when work will be performed, methods and materials to use, any interruption of service time required, and testing and disinfection procedures to follow, where applicable.

D. Sewer and Potable Water Separation: When installed parallel to existing potable water lines, sewer lines shall be separated from potable water lines by at least 9 feet. Where the 9-foot separation distance cannot be achieved, observe the following separation requirements:
   1. When installed parallel to an existing potable water line, sewer piping shall be located lower than potable water line with at least 2 feet between outside diameters vertically, and at least 4 feet between outside diameters horizontally.
   2. When crossing an existing potable water line, a separation of 6 inches between outside diameters of potable and sewer lines shall be achieved. Additionally, one length of sewer pipe shall be centered on the potable water line.

E. Water and Sewer Separation: Per Texas Commission on Environmental Quality (TCEQ) requirements, where water and sewer lines are parallel, a minimum separation (outside-to-outside) of 9 feet shall be maintained in all directions. Sewers that parallel water lines must be installed in separate trenches. Where the 9-foot separation distance cannot be achieved, these guidelines apply:

1. Sewer need not be disturbed where a new waterline is to be installed parallel to an existing sewer that shows no evidence of leakage and the waterline is installed above the sewer a minimum of 2 feet vertically and 4 feet horizontally. Should excavation for the waterline produce evidence that the sewer is leaking, sewer must be repaired or replaced as described in part (C).
2. Sewer need not be disturbed where a new waterline is to cross over (by 2 feet or more) existing sewer showing no evidence of leakage. Should excavation for waterline produce evidence the sewer is leaking, sewer must be repaired or replaced as described in parts (D) or (E).
3. Where a sanitary sewer parallels a water line, sewer shall be constructed of PVC meeting ASTM specifications with a pressure rating for pipe and joints of 150 psi. Vertical separation shall be a minimum of 2 feet between outside diameters and horizontal separation shall be a minimum of 4 feet between outside diameters. Sewer shall be located below water line.
4. Where a sewer crosses under a water line and the sewer is constructed of ABS truss pipe, similar semi-rigid plastic composite pipe, clay pipe or concrete pipe with gasketed joints, maintain a minimum 2-foot separation distance. Initial backfill shall be cement stabilized sand (two or more bags of cement per cubic yard of sand) for all sections of sewer within 9 feet of water line. This initial backfill shall be from one quarter diameter below centerline of pipe to one pipe diameter (but not less than 12 inches) above top of pipe.
5. Where a sewer crosses over a water line all portions of the sewer within 9 feet of water line shall be constructed of PVC pipe with a pressure rating of at least 150 psi using appropriate adapters. In lieu of this procedure, the new conveyance may be encased in a joint of 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than new conveyance. The space around the carrier pipe shall be supported at 5-foot intervals with spacers or filled to spring line with washed sand. Encasement pipe should be centered on crossing and both ends sealed with cement grout or manufactured seal.
6. Where a sanitary sewer crosses a water line and the sewer is constructed of ductile iron or PVC with a minimum pressure rating of 150 psi, maintain an absolute minimum distance of 6 inches between outside diameters. In addition, sewer shall be located below the water line where possible and one length of sewer pipe must be centered transversely on water line.

F. Water Line / Manhole Separation: Unless sanitary sewer manholes and connecting sewer can be made watertight and tested for no leakage, install to provide a minimum of 9 feet of horizontal clearance from an existing or proposed water line. Where 9-foot separation distance cannot be achieved, use a carrier pipe as described previously where appropriate.

G. Other Utilities: Facilities of utilities such as telephone, cable television, electric power, gas, etc., are indicated as nearly as possible on Drawings. Contractor holds responsibility of to determine locations of those, or any other facilities at job site, and arrange with respective utility owners for any necessary relocation of conflicting facilities. All utility owners shall be contacted by Contractor so respective utilities can be located prior to any excavation by Contractor. Contractor holds responsibility to coordinate all locating efforts with utility owners and reflect such efforts in construction schedule.

H. Water and Natural Gas Relocation and/or Bypass: Coordinate all water and/or natural gas line relocation or bypass work with owner of particular line relocated or bypassed, and per Contract Specifications requirements. Design of relocated lines and bypass lines is subject to specific conditions of each location, and approval by Engineer and respective line owner.

3.6 TESTING

A. Water Lines: All water lines shall be cleaned, sterilized, and pressure-tested. Contractor shall perform this work on completed sections of lines in accordance with procedures set forth herein.

B. Contractor needs to develop/provide a testing/disinfection plan indicating proposed procedures used for filling, flushing, testing, and disinfecting pipeline.

C. Contractor shall obtain a permit to discharge water into city storm system through Municipal Services Department Environmental Division before any water is discharged needed for line disinfections (replacement of broken water mains) and/or flushing. Provide proposed dewatering locations and plan or method to utilize. Contractor shall provide all means/methods necessary to safely/efficiently flush new pipeline at all low points in line or at the most appropriate locations relative to existing storm drainage facilities. This includes, but is not limited to, temporary ports, valves, and discharge lines, as well as signage and barricades that may be needed to accomplish this work.

D. Water for Testing:
   1. All water, within reason, needed for filling, flushing, and testing water lines, will be furnished by Owner to Contractor as water is available from existing distribution or supply systems. Wasting of water is not condoned and such actions may require Owner to withdraw use of such water.
   2. Contractor shall make provisions to provide potable water, by tank truck or other means, to points necessary to produce specified test pressure.
   3. Contractor shall take special care to keep interior of all pipe clean during storing, handling, and laying operations to reduce need for flushing to an absolute minimum. In addition, all open ends shall be tightly covered whenever unattended to prevent small animals and dirt from entering pipeline.

END OF SECTION

SECTION 03100 - CONCRETE FORMWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
   2. Form accessories and stripping.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03200 - Concrete Reinforcement.
   3. Section 03300 - Cast-In-Place Concrete.

1.2 REFERENCES

A. ACI 347: Recommended Practice for Concrete Formwork.
B. PS-1: Construction and Industrial Plywood.

1.3 DESIGN REQUIREMENTS

A. Design, engineer, and construct formwork, shoring, and bracing to conform to code requirements; resultant concrete to conform to required shape, line and dimension.

1.4 SUBMITTALS

A. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site.
B. Store off ground, ventilated and protected, to prevent deterioration from moisture.

1.7 COORDINATION

A. Coordinate this with other Sections of work requiring attachment of components to formwork.
B. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

PART 2 - PRODUCTS

2.1 WOOD FORM MATERIALS

A. Plywood: Douglas Fir species; medium density overlaid one side grade; sound undamaged sheets with clean, true edges.
B. Lumber: Douglas fir species; construction grade; with grade stamp clearly visible.

2.2 FORMWORK ACCESSORIES

A. Form Ties: Snap-off type, metal, fixed length, cone type, free of defects that could leave holes larger than 1 inch in concrete surface.
B. Form Release Agent: Colorless mineral oil which will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.
D. Waterstops: PVC, minimum 1,750 psi tensile strength, minimum 50 to 175 degrees F working temperature range, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.
E. Cold Joint Waterstops: Flexible strip, bentonite waterproofing compound equal to Volcaly Waterstop-RX by American Colloid Company.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify lines, levels, and centers before proceeding with formwork. Ensure dimensions agree with Drawings.

3.2 EARTH FORMS

A. Verify with Engineer prior to the use of earth forms in lieu of specified form material.
B. Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

3.3 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
D. Align joints and make watertight. Keep form joints to a minimum.
E. Obtain approval before framing openings in structural members not indicated on Drawings.
F. Provide chamfer strips on external corners of beams, joists, columns and walls.

3.4 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
C. Do not apply form release agent where concrete surfaces will receive applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to embed in or pass through concrete work.
B. Locate and set in place items which will be cast directly into concrete.

C. Coordinate work of other Sections in forming and placing openings, slots, reglets, recesses, chases, sleeves, bolts, anchors, and other inserts.
D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
E. Install waterstops continuous without displacing reinforcement. Heat seal joints watertight.
F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.6 FORM CLEANING

A. Clean and remove foreign matter within forms as erection proceeds.
B. Clean formed cavities of debris prior to placing concrete.
C. Flush with water or use compressed air to remove remaining foreign matter. Ensure water and debris drain to exterior through clean-out ports.
D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts or water to clean out forms, unless formwork and concrete construction proceed within heat enclosure. Use compressed air or other means to remove foreign matter.

3.7 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301.

3.8 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
B. Do not reuse wood formwork more than four times for concrete surfaces to be exposed to view. Do not patch formwork.

3.9 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION

SECTION 03200 - CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Reinforcing steel bars, wire fabric, and accessories for cast-in-place concrete.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03100 - Concrete Formwork.
   3. Section 03300 - Cast-In-Place Concrete.

1.2 REFERENCES

A. ACI 301: Structural Concrete for Buildings.
B. ACI 318: Building Code Requirements for Reinforced Concrete.
C. ACI SP-66: American Concrete Institute - Detailing Manual.
D. ANSI/ASTM A82: Cold Drawn Steel Wire for Concrete Reinforcement.
E. ANSI/ASTM A185: Welded Steel Wire Fabric for Concrete Reinforcement.
F. ANSI/AWS D1.4: Structural Welding Code for Reinforcing Steel.
G. ANSI/AWS D12.1: Reinforcing Steel Welding Code.
H. ASTM A615: Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
I. AWS D12.1: Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete Construction.
J. CRSI: Concrete Reinforcing Steel Institute Manual of Practice.
K. CRSI 63: Recommended Practice for Placing Reinforcing Bars.
L. CRSI 65: Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.

1.3 SUBMITTALS

A. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel, bending and cutting schedules, and supporting and spacing devices.
B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI 63, 65 and Manual of Practice, ACI 301, ACI SP-66, ACI 318.
B. Submit certified copies of mill test report of reinforcement materials analysis.

1.5 COORDINATION

A. Coordinate with placement of formwork, formed openings and other Work.

PART 2 - PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, plain.

B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets; plain.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed type.
B. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

2.3 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice.
B. Weld reinforcement when approved by the Engineer in accordance with ANSI/AWS D1.4.
C. Locate reinforcing splices not indicated on Drawings, at point of minimum stress. Review location of splices with Engineer.

PART 3 - EXECUTION

3.1 PLACEMENT

A. Place, support, and secure reinforcement against displacement. Do not deviate from required position.
B. Do not displace or damage vapor barrier.
C. Accommodate placement of formed openings.
D. Conform to ACI 318 for concrete cover over reinforcement.

3.2 FIELD QUALITY CONTROL

A. Field inspection will be performed.

END OF SECTION

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cast-in-place concrete foundations, building frame members, and foundation walls.
   2. Floors and slabs-on-grade.
   3. Control, expansion, and contraction joint devices associated with concrete work.
   4. Equipment pads.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03100 - Concrete Formwork: Formwork and accessories.
   3. Section 03200 - Concrete Reinforcement.

1.2 REFERENCES

A. ACI 301: Structural Concrete for Buildings.
B. ACI 302: Guide for Concrete Floor and Slab Construction.
C. ACI 304: Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
D. ACI 305R: Hot Weather Concreting.
E. ACI 306R: Cold Weather Concreting.
F. ACI 308: Standard Practice for Curing Concrete.
G. ACI 318: Building Code Requirements for Reinforced Concrete.
H. ASTM C33: Concrete Aggregates.
I. ASTM C94: Ready-Mixed Concrete.
J. ASTM C150: Portland Cement.
K. ASTM C260: Air Entraining Admixtures for Concrete.
L. ASTM C494: Chemicals Admixtures for Concrete.
M. ASTM C618: Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

1.3 SUBMITTALS

A. Product Data: Provide data on joint devices, attachment accessories, admixtures, and cement types to be used.
B. Samples: Submit two 1-inch long samples of expansion/contraction joint and control joint.
C. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.
B. Acquire cement and aggregate from same source for all work.
C. Conform to ACI 305R when concreting during hot weather.
D. Conform to ACI 306R when concreting during cold weather.

1.5 COORDINATION

A. Coordinate joint device placement with erection of concrete formwork and placement of form accessories.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal, Type II - Moderate, Portland type. All cement shall be from the same manufacturer unless approved by the Engineer.
B. Fine and Coarse Aggregates: ASTM C33.
C. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

A. Air Entrainment: ASTM C260.
B. Chemical: ASTM C494, Type A - Water Reducing; Type B - Retarding; Type C - Accelerating; Type D - Water Reducing and Retarding; Type E - Water Reducing and Accelerating admixture.
C. Fly Ash: ASTM C618.

2.3 ACCESSORIES

A. Vapor Barrier: 6 mil thick clear polyethylene film, type recommended for below grade application.
B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
C. Epoxy Mortar Liner: 100 percent solids, three-component system, equal to FOSROC Epoxy Liner.

2.4 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
B. Construction Joint Devices: Integral galvanized steel; formed to tongue and groove profile, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge.

2.5 CONCRETE MIX

A. Mix and deliver concrete in accordance with ASTM C94, Alternative No. 2 and 3.
B. Select proportions for normal weight concrete in accordance with ACI 301 Methods 1, 2, and 3.
C. Provide concrete to the following criteria:
    1. Compressive Strength (seven days): 2,200 psi.
    2. Compressive Strength (28 days): 3,000 psi.
    3. Slump: 1 to 4 inches.
    4. Minimum Water/Cement Ratio: Five sacks/yard.
D. Use fly ash only when approved by Engineer.
E. Use set retarding admixtures during hot weather only when approved by Engineer.
F. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify requirements for concrete cover over reinforcement.
B. Verify anchors, seats, plates, reinforcement, and other items to cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 304.
B. Notify Engineer minimum 24 hours prior to commencement of operations.
C. Ensure reinforcement, inserts, embedded parts, formed joint fillers are not disturbed during concrete placement.
D. Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
E. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material; lap over damaged areas minimum 6 inches and seal watertight.
F. Install joint fillers in accordance with manufacturer's instructions.
G. Separate slabs on grade from vertical surfaces with 1/2-inch-thick joint filler.
H. Extend joint filler from bottom of slab to within 1/4 inch of finished slab surface.
I. Install joint devices in accordance with manufacturer's instructions.
J. Install construction joint device in coordination with slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
K. Place concrete continuously between predetermined expansion, control, and construction joints.
L. Do not interrupt successive placement; do not permit cold joints to occur.
M. Place floor slabs in pattern indicated.
N. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 feet.

3.4 CONCRETE FINISHING

A. Provide formed concrete surfaces to leave exposed with smooth rubbed finish as Scheduled.
B. Finish concrete floor surfaces in accordance with ACI 301.
C. Steel trowel surfaces scheduled to be exposed.
D. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1/8 in/ft nominal.
E. Where shown on drawings, trowel epoxy liner on all surfaces indicated to 1/8-inch minimum and 3/4-inch maximum thickness, and in accordance with manufacturer's instructions.

3.5 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
C. Cure floor surfaces in accordance with ACI 308.

3.6 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed in accordance with ACI 301.
B. Provide free access to Work and cooperate with appointed firm.
C. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of Work.
D. Perform tests of cement and aggregates to ensure conformance with specified requirements.
E. Three concrete test cylinders will be taken for every 100 or less cubic yards of each class of concrete placed.
F. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
G. One slump test will be taken for each set of test cylinders taken.

3.7 PATCHING

A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
B. Excessive honeycomb or embedded debris in concrete not acceptable. Notify Engineer upon discovery.
C. Patch imperfections as directed.

3.8 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
B. Repair or replacement of defective concrete will be determined by the Engineer.
C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

3.9 SCHEDULE - CONCRETE TYPES AND FINISHES

A. All Structures: 3,000 psi 28-day concrete, Type II cement, rubbed finish.
B. Electrical Pads: 3,000 psi 28-day air entrained concrete, Type I cement, light broom finish.

END OF SECTION

APPENDIX A

OSHA 1926 SUBPART P

OSHA 1926 SUBPART P

For Information Only

If it is necessary to stand at the outboard or inboard edge of the deckload where less than 24 inches of bulwark, rail, coaming, or other protection exists, all employees shall be provided with a suitable means of protection against falling from the deckload.

(d) *First-aid and lifesaving equipment.* (1) Provisions for rendering first aid and medical assistance shall be in accordance with subpart D of this part.

(2) The employer shall ensure that there is in the vicinity of each barge in use at least one U.S. Coast Guard-approved 30-inch lifering with not less than 90 feet of line attached, and at least one portable or permanent ladder which will reach the top of the apron to the surface of the water. If the above equipment is not available at the pier, the employer shall furnish it during the time that he is working the barge.

(3) Employees walking or working on the unguarded decks of barges shall be protected with U.S. Coast Guard-approved work vests or buoyant vests.

(e) *Commercial diving operations.* Commercial diving operations shall be subject to subpart T of part 1910, §§ 1910.401–1910.441, of this chapter.

[39 FR 22801, June 24, 1974, as amended at 42 FR 37674, July 22, 1977]

§ 1926.606 Definitions applicable to this subpart.

(a) *Apron*—The area along the waterfront edge of the pier or wharf.

(b) *Bulwark*—The side of a ship above the upper deck.

(c) *Coaming*—The raised frame, as around a hatchway in the deck, to keep out water.

(d) *Jacob's ladder*—A marine ladder of rope or chain with wooden or metal rungs.

(e) *Rail,* for the purpose of § 1926.605, means a light structure serving as a guard at the outer edge of a ship's deck.

Subpart P—Excavations

AUTHORITY: Sec. 107, Contract Worker Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333); Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's Order No. 12–71 (36 FR 8754), 8–76 (41 FR 25059), or 9–83 (48 FR 35736), as applicable, and 29 CFR part 1911.

SOURCE: 54 FR 45959, Oct. 31, 1989, unless otherwise noted.

§ 1926.650 Scope, application, and definitions applicable to this subpart.

(a) *Scope and application.* This subpart applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.

(b) *Definitions applicable to this subpart.*

Accepted engineering practices means those requirements which are compatible with standards of practice required by a registered professional engineer.

Aluminum Hydraulic Shoring means a pre-engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces) used in conjunction with vertical rails (uprights) or horizontal rails (walers). Such system is designed, specifically to support the sidewalls of an excavation and prevent cave-ins.

Bell-bottom pier hole means a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

Benching (Benching system) means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

Cave-in means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

Competent person means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Cross braces mean the horizontal members of a shoring system installed perpendicular to the sides of the excavation, the ends of which bear against either uprights or wales.

Excavation means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Faces or *sides* means the vertical or inclined earth surfaces formed as a result of excavation work.

Failure means the breakage, displacement, or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

Hazardous atmosphere means an atmosphere which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

Kickout means the accidental release or failure of a cross brace.

Protective system means a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Ramp means an inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

Registered Professional Engineer means a person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a "registered professional engineer" within the meaning of this standard when approving designs for "manufactured protective systems" or "tabulated data" to be used in interstate commerce.

Sheeting means the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

Shield (Shield system) means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either premanufactured or job-built in accordance with §1926.652 (c)(3) or (c)(4). Shields used in trenches are usually referred to as "trench boxes" or "trench shields."

Shoring (Shoring system) means a structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sides. See "Faces."

Sloping (Sloping system) means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

Stable rock means natural solid mineral material that can be excavated with vertical sides and will remain intact while exposed. Unstable rock is considered to be stable when the rock material on the side or sides of the excavation is secured against caving-in or movement by rock bolts or by another protective system that has been designed by a registered professional engineer.

Structural ramp means a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

Support system means a structure such as underpinning, bracing, or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

Tabulated data means tables and charts approved by a registered professional engineer and used to design and construct a protective system.

Trench (Trench excavation) means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less

(measured at the bottom of the excavation), the excavation is also considered to be a trench.

Trench box. See "Shield."

Trench shield. See "Shield."

Uprights means the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called "sheeting."

Wales means horizontal members of a shoring system placed parallel to the excavation face whose sides bear against the vertical members of the shoring system or earth.

§ 1926.651 Specific excavation requirements.

(a) *Surface encumbrances.* All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.

(b) *Underground installations.* (1) The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

(2) Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

(3) When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

(4) While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

(c) *Access and egress*—(1) *Structural ramps.* (i) Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

(ii) Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

(iii) Structural members used for ramps and runways shall be of uniform thickness.

(iv) Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

(v) Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

(2) *Means of egress from trench excavations.* A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.

(d) *Exposure to vehicular traffic.* Employees exposed to public vehicular traffic shall be provided with, and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

(e) *Exposure to falling loads.* No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with §1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.

(f) *Warning system for mobile equipment.* When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

(g) *Hazardous atmospheres*—(1) *Testing and controls.* In addition to the requirements set forth in subparts D and E of this part (29 CFR 1926.50–1926.107) to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

(i) Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

(ii) Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.

(iii) Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

(iv) When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

(2) *Emergency rescue equipment.* (i) Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

(ii) Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a life-line securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

(h) *Protection from hazards associated with water accumulation.* (1) Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

(2) If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.

(3) If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with paragraphs (h)(1) and (h)(2) of this section.

(i) *Stability of adjacent structures.* (1) Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

(2) Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably

expected to pose a hazard to employees shall not be permitted except when:

(i) A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

(ii) The excavation is in stable rock; or

(iii) A registered professional engineer has approved the determination that the structure is sufficently removed from the excavation so as to be unaffected by the excavation activity; or

(iv) A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

(3) Sidewalks, pavements, and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

(j) *Protection of employees from loose rock or soil.* (1) Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

(2) Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

(k) *Inspections.* (1) Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

(2) Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

(l) Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with §1926.502(b) shall be provided where walkways are 6 feet (1.8 m) or more above lower levels.

[54 FR 45959, Oct. 31, 1989, as amended by 59 FR 40730, Aug. 9, 1994]

§1926.652 Requirements for protective systems.

(a) *Protection of employees in excavations.* (1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section except when:

(i) Excavations are made entirely in stable rock; or

(ii) Excavations are less than 5 feet (1.52m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

(2) Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

(b) *Design of sloping and benching systems.* The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (b)(1); or, in the alternative, paragraph (b)(2); or, in the alternative, paragraph (b)(3), or, in the alternative, paragraph (b)(4), as follows:

(1) *Option (1)—Allowable configurations and slopes.* (i) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical

(34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.

(ii) Slopes specified in paragraph (b)(1)(i) of this section, shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this subpart.

(2) *Option (2)—Determination of slopes and configurations using Appendices A and B.* Maximum allowable slopes, and allowable configurations for sloping and benching systems, shall be determined in accordance with the conditions and requirements set forth in appendices A and B to this subpart.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of sloping or benching systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and shall include all of the following:

(A) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;

(B) Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under paragraph (b) of this section shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include at least the following:

(A) The magnitude of the slopes that were determined to be safe for the particular project;

(B) The configurations that were determined to be safe for the particular project; and

(C) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.

(c) *Design of support systems, shield systems, and other protective systems.* Designs of support systems shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (c)(1); or, in the alternative, paragraph (c)(2); or, in the alternative, paragraph (c)(3); or, in the alternative, paragraph (c)(4) as follows:

(1) *Option (1)—Designs using appendices A, C and D.* Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in appendices A and C to this subpart. Designs for aluminum hydraulic shoring shall be in accordance with paragraph (c)(2) of this section, but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with appendix D.

(2) *Option (2)—Designs Using Manufacturer's Tabulated Data.* (i) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.

(ii) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.

(iii) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall

be made available to the Secretary upon request.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and include all of the following:

(A) Identification of the parameters that affect the selection of a protective system drawn from such data;

(B) Identification of the limits of use of the data;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2 or Option 3, above, shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include the following:

(A) A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and

(B) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Secretary upon request.

(d) *Materials and equipment.* (1) Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.

(2) Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.

(3) When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.

(e) *Installation and removal of support*—(1) *General.* (i) Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other predictable failure.

(ii) Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

(iii) Individual members of support systems shall not be subjected to loads exceeding those which those members were designed to withstand.

(iv) Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

(v) Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.

(vi) Backfilling shall progress together with the removal of support systems from excavations.

(2) *Additional requirements for support systems for trench excavations.* (i) Excavation of material to a level no greater than 2 feet (.61 m) below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and

there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.

(ii) Installation of a support system shall be closely coordinated with the excavation of trenches.

(f) *Sloping and benching systems.* Employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.

(g) *Shield systems*—(1) *General.* (i) Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.

(ii) Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.

(iii) Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

(iv) Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

(2) *Additional requirement for shield systems used in trench excavations.* Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

APPENDIX A TO SUBPART P OF PART 1926—SOIL CLASSIFICATION

(a) *Scope and application*—(1) *Scope.* This appendix describes a method of classifying soil and rock deposits based on site and environmental conditions, and on the structure and composition of the earth deposits. The appendix contains definitions, sets forth requirements, and describes acceptable visual and manual tests for use in classifying soils.

(2) *Application.* This appendix applies when a sloping or benching system is designed in accordance with the requirements set forth in §1926.652(b)(2) as a method of protection for employees from cave-ins. This appendix also applies when timber shoring for excavations is designed as a method of protection from cave-ins in accordance with appendix C to subpart P of part 1926, and when aluminum hydraulic shoring is designed in accordance with appendix D. This Appendix also applies if other protective systems are designed and selected for use from data prepared in accordance with the requirements set forth in §1926.652(c), and the use of the data is predicated on the use of the soil classification system set forth in this appendix.

(b) *Definitions.* The definitions and examples given below are based on, in whole or in part, the following: American Society for Testing Materials (ASTM) Standards D653–85 and D2488; The Unified Soils Classification System, The U.S. Department of Agriculture (USDA) Textural Classification Scheme; and The National Bureau of Standards Report BSS–121.

Cemented soil means a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

Cohesive soil means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical sideslopes, and is plastic when moist. Cohesive soil is hard to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

Dry soil means soil that does not exhibit visible signs of moisture content.

Fissured means a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

Granular soil means gravel, sand, or silt, (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry.

Layered system means two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

Moist soil means a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small diameter threads before crumbling. Moist granular soil that contains some cohesive material will exhibit signs of cohesion between particles.

Plastic means a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or sheer vane.

Soil classification system means, for the purpose of this subpart, a method of categorizing soil and rock deposits in a hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability. The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the environmental conditions of exposure.

Stable rock means natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Submerged soil means soil which is underwater or is free seeping.

Type A means cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

(i) The soil is fissured; or

(ii) The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or

(iii) The soil has been previously disturbed; or

(iv) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or

(v) The material is subject to other factors that would require it to be classified as a less stable material.

Type B means:

(i) Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or

(ii) Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.

(iii) Previously disturbed soils except those which would otherwise be classed as Type C soil.

(iv) Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or

(v) Dry rock that is not stable; or

(vi) Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

Type C means:

(i) Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or

(ii) Granular soils including gravel, sand, and loamy sand; or

(iii) Submerged soil or soil from which water is freely seeping; or

(iv) Submerged rock that is not stable, or

(v) Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H:1V) or steeper.

Unconfined compressive strength means the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

Wet soil means soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohesive properties when moist will lose those cohesive properties when wet.

(c) *Requirements*—(1) *Classification of soil and rock deposits.* Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C in accordance with the definitions set forth in paragraph (b) of this appendix.

(2) *Basis of classification.* The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described in paragraph (d) below, or in other recognized methods of soil classification and testing such as those adopted by the America Society for Testing Materials, or the U.S. Department of Agriculture textural classification system.

(3) *Visual and manual analyses.* The visual and manual analyses, such as those noted as being acceptable in paragraph (d) of this appendix, shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.

(4) *Layered systems.* In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.

(5) *Reclassification.* If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

(d) *Acceptable visual and manual tests*—(1) *Visual tests.* Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

(i) Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained

material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.

(ii) Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.

(iii) Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.

(iv) Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures, and to identify previously disturbed soil.

(v) Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.

(vi) Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.

(vii) Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

(2) *Manual tests.* Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

(i) *Plasticity.* Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as ⅛-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two inch (50 mm) length of ⅛-inch thread can be held on one end without tearing, the soil is cohesive.

(ii) *Dry strength.* If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.

(iii) *Thumb penetration.* The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard designation D2488—"Standard Recommended Practice for Description of Soils (Visual—Manual Procedure).") Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a miminum the effects of exposure to drying influences. If the excavation is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.

(iv) *Other strength tests.* Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shearvane.

(v) *Drying test.* The basic purpose of the drying test is to differentiate between cohesive material with fissures, unfissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately one inch thick (2.54 cm) and six inches (15.24 cm) in diameter until it is thoroughly dry:

(A) If the sample develops cracks as it dries, significant fissures are indicated.

(B) Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as a unfissured cohesive material and the unconfined compressive strength should be determined.

(C) If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

APPENDIX B TO SUBPART P OF PART 1926—SLOPING AND BENCHING

(a) *Scope and application.* This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in §1926.652(b)(2).

(b) *Definitions.*

Actual slope means the slope to which an excavation face is excavated.

Distress means that the soil is in a condition where a cave-in is imminent or is likely

to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and ravelling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

Maximum allowable slope means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

Short term exposure means a period of time less than or equal to 24 hours that an excavation is open.

(c) *Requirements*—(1) *Soil classification.* Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.

(2) *Maximum allowable slope.* The maximum allowable slope for a soil or rock deposit shall be determined from Table B–1 of this appendix.

(3) *Actual slope.* (i) The actual slope shall not be steeper than the maximum allowable slope.

(ii) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least ½ horizontal to one vertical (½H:1V) less steep than the maximum allowable slope.

(iii) When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with §1926.651(i).

(4) *Configurations.* Configurations of sloping and benching systems shall be in accordance with Figure B–1.

TABLE B-1

MAXIMUM ALLOWABLE SLOPES

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V) [1] FOR EXCAVATIONS LESS THAN 20 FEET DEEP. [3]
STABLE ROCK TYPE A [2] TYPE B TYPE C	VERTICAL (90°) 3/4 : 1 (53°) 1:1 (45°) 1½: 1 (34°)

NOTES:

1. Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.
2. A short-term maximum allowable slope of 1/2H:1V (63°) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be 3/4H:1V (53°).
3. Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

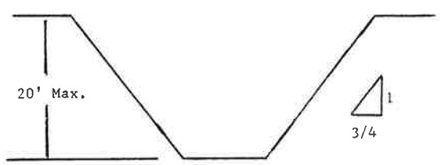
Figure B–1

Slope Configurations

(All slopes stated below are in the horizontal to vertical ratio)

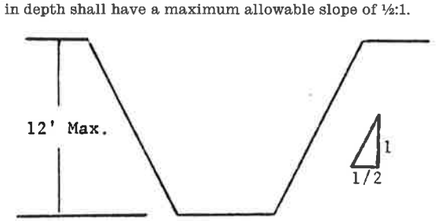
B–1.1 Excavations made in Type A soil.

1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of ¾:1.



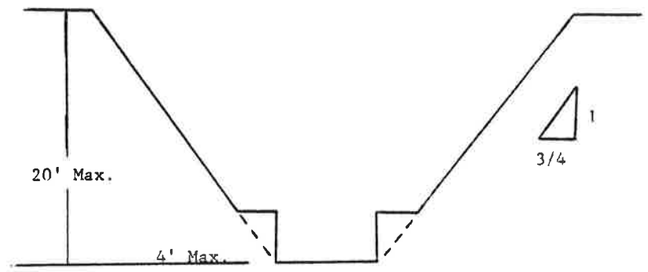
SIMPLE SLOPE—GENERAL

Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of ½:1.

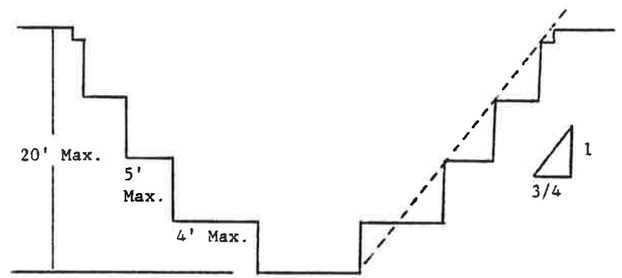


SIMPLE SLOPE—SHORT TERM

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of ¾ to 1 and maximum bench dimensions as follows:

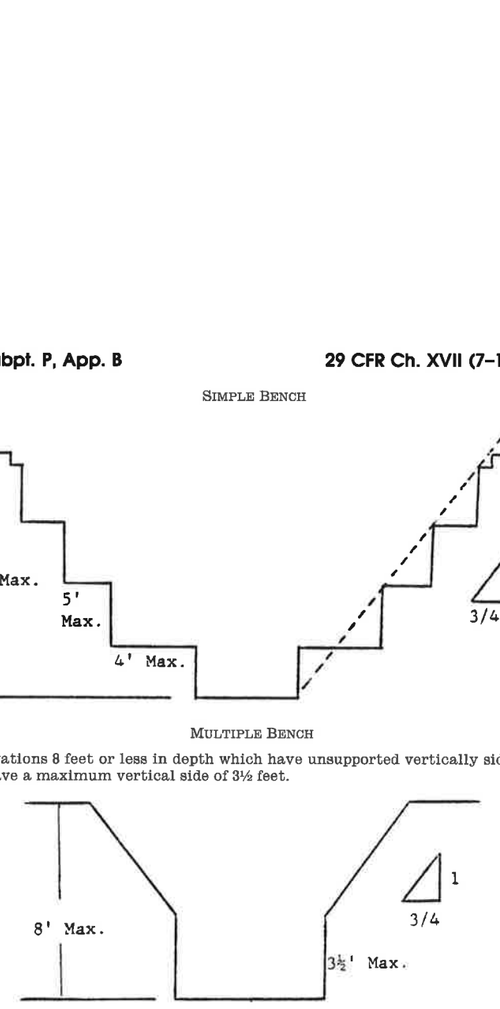


SIMPLE BENCH



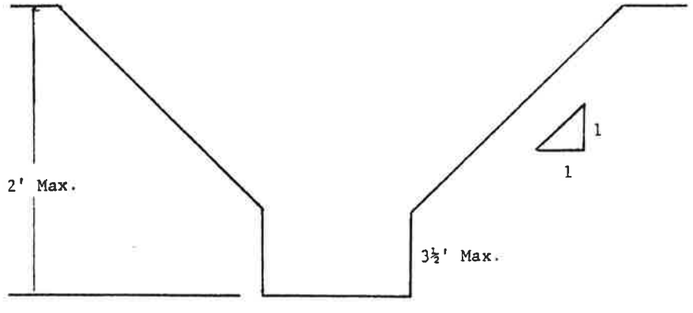
MULTIPLE BENCH

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3½ feet.



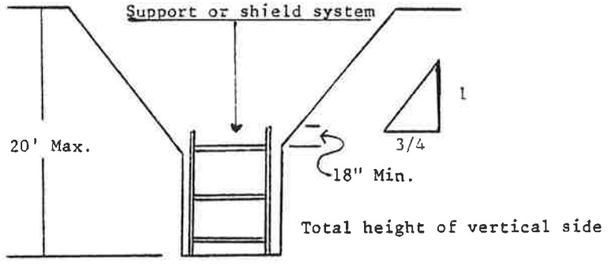
UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 8 FEET IN DEPTH

All excavations more than 8 feet but not more than 12 feet in depth which unsupported vertically sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3½ feet.



UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 12 FEET IN DEPTH

All excavations 20 feet or less in depth which have vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of ¾:1. The support or shield system must extend at least 18 inches above the top of the vertical side.

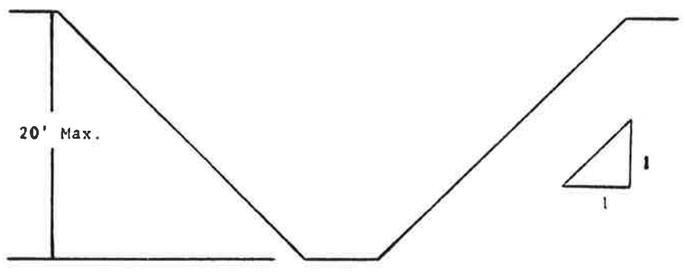


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

4. All other simple slope, compound slope, and vertically sided lower portion excavations shall be in accordance with the other options permitted under §1926.652(b).

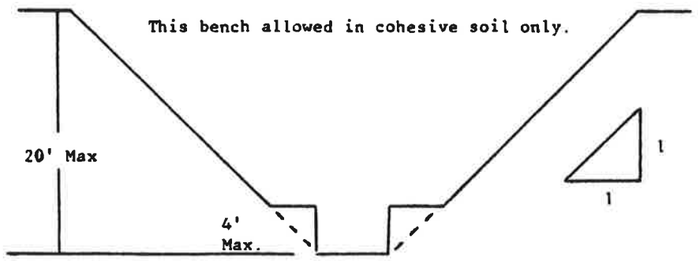
B–1.2 Excavations Made in Type B Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1.

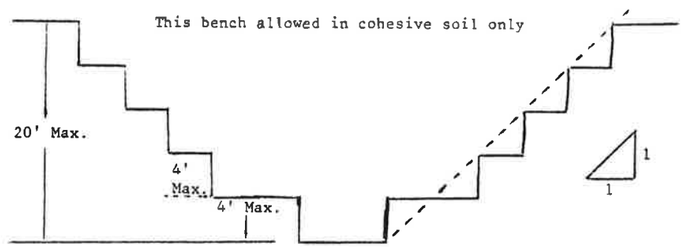


SIMPLE SLOPE

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions as follows:

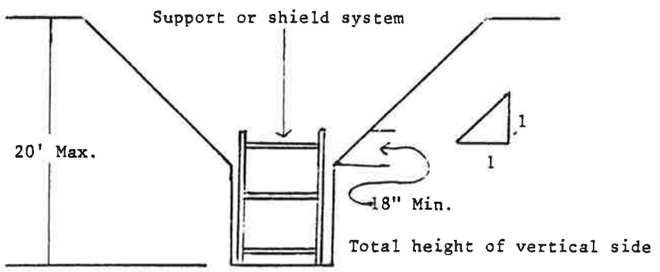


SINGLE BENCH



MULTIPLE BENCH

3. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.

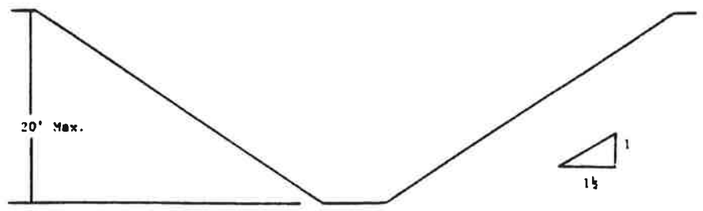


VERTICALLY SIDED LOWER PORTION

4. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

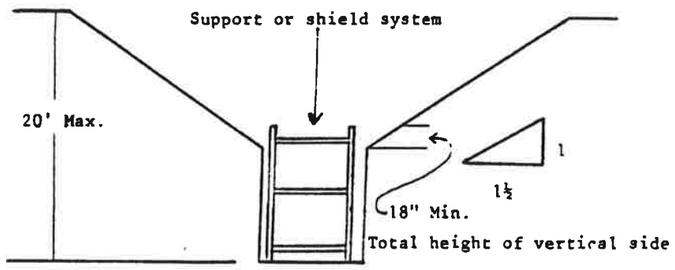
B–1.3 Excavations Made in Type C Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1.



SIMPLE SLOPE

2. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1½:1.

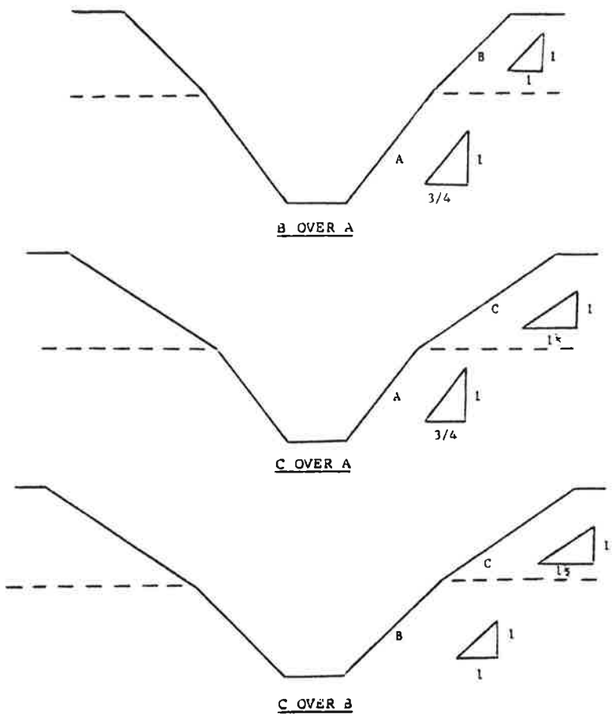


VERTICAL SIDED LOWER PORTION

3. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B–1.4 Excavations Made in Layered Soils

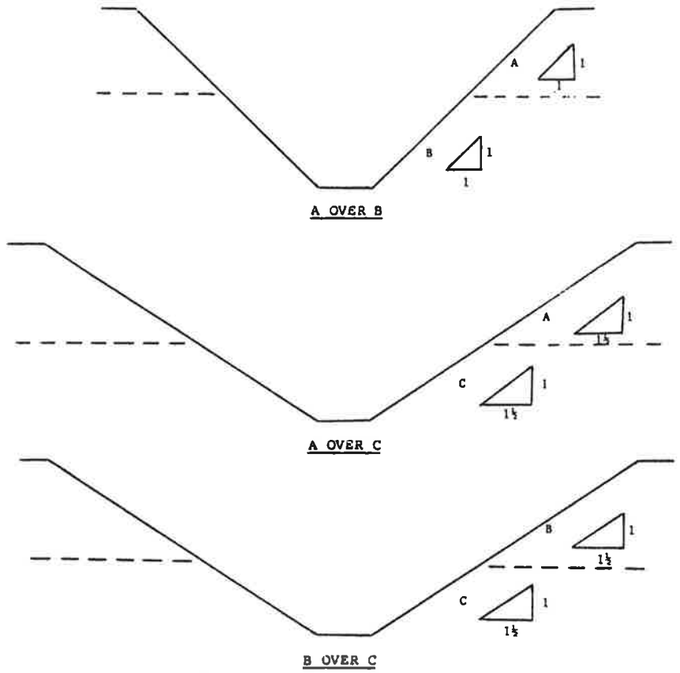
1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.



B OVER A

C OVER A

C OVER B



2. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

APPENDIX C TO SUBPART P OF PART 1926—TIMBER SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used timber shoring is provided as a method of protection from caveins in trenches that do not exceed 20 feet (6.1 m) in depth. This appendix must be used when design of timber shoring protective systems is to be performed in accordance with §1926.652(c)(1). Other timber shoring configurations; other systems of support such as hydraulic and pneumatic systems; and other protective systems such as sloping, benching, shielding, and freezing systems must be designed in accordance with the requirements set forth in §1926.652(b) and §1926.652(c).

(b) *Soil Classification.* In order to use the data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of this part.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables C–1.1, C–1.2, and C–1.3, and Tables C–2.1, C–2.2 and C–2.3 following paragraph (g) of the appendix. Each table presents the minimum sizes of timber members to use in a shoring system, and each table contains data only for the particular soil type in which the excavation or portion of

the excavation is made. The data are arranged to allow the user the flexibility to select from among several acceptable configurations of members based on varying the horizontal spacing of the crossbraces. Stable rock is exempt from shoring requirements and therefore, no data are presented for this condition.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix, and on the tables themselves.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations regarding Tables C–1.1 through C–1.3 and Tables C–2.1 through C–2.3 are presented in paragraph (g) of this Appendix.

(d) *Basis and limitations of the data*—(1) *Dimensions of timber members.* (i) The sizes of the timber members listed in Tables C–1.1 through C–1.3 are taken from the National Bureau of Standards (NBS) report, ''Recommended Technical Provisions for Construction Practice in Shoring and Sloping of Trenches and Excavations.'' In addition, where NBS did not recommend specific sizes of members, member sizes are based on an analysis of the sizes required for use by existing codes and on empirical practice.

(ii) The required dimensions of the members listed in Tables C–1.1 through C–1.3 refer to actual dimensions and not nominal dimensions of the timber. Employers wanting to use nominal size shoring are directed to Tables C–2.1 through C–2.3, or have this choice under §1926.652(c)(3), and are referred to The Corps of Engineers, The Bureau of Reclamation or data from other acceptable sources.

(2) *Limitation of application.* (i) It is not intended that the timber shoring specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the tables are not considered adequate. Either an alternate timber shoring system must be designed or another type of protective system designed in accordance with §1926.652.

(A) When loads imposed by structures or by stored material adjacent to the trench weigh in excess of the load imposed by a two-foot soil surcharge. The term ''adjacent'' as used here means the area within a horizontal distance from the edge of the trench equal to the depth of the trench.

(B) When vertical loads imposed on cross braces exceed a 240-pound gravity load distributed on a one-foot section of the center of the crossbrace.

(C) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(D) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables.* The members of the shoring system that are to be selected using this information are the cross braces, the uprights, and the wales, where wales are required. Minimum sizes of members are specified for use in different types of soil. There are six tables of information, two for each soil type. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is then made. The selection is based on the depth and width of the trench where the members are to be installed and, in most instances, the selection is also based on the horizontal spacing of the crossbraces. Instances where a choice of horizontal spacing of crossbracing is available, the horizontal spacing of the crossbraces must be chosen by the user before the size of any member can be determined. When the soil type, the width and depth of the trench, and the horizontal spacing of the crossbraces are known, the size and vertical spacing of the crossbraces, the size and vertical spacing of the wales, and the size and horizontal spacing of the uprights can be read from the appropriate table.

(f) *Examples to Illustrate the Use of Tables C–1.1 through C–1.3.*

(1) *Example 1.*

A trench dug in Type A soil is 13 feet deep and five feet wide.

From *Table C–1.1,* for acceptable arrangements of timber can be used.

Arrangement #B1

Space 4×4 crossbraces at six feet horizontally and four feet vertically.

Wales are not required.

Space 3×8 uprights at six feet horizontally. This arrangement is commonly called ''skip shoring.''

Arrangement #B2

Space 4×6 crossbraces at eight feet horizontally and four feet vertically.

Space 8×8 wales at four feet vertically.

Space 2×6 uprights at four feet horizontally.

Arrangement #B3

Space 6×6 crossbraces at 10 feet horizontally and four feet vertically.

Space 8×10 wales at four feet vertically.

Space 2×6 uprights at five feet horizontally.

Arrangement #B4

Space 6×6 crossbraces at 12 feet horizontally and four feet vertically.

Space 10×10 wales at four feet vertically.

Spaces 3×8 uprights at six feet horizontally.

(2) *Example 2.*

A trench dug in Type B soil in 13 feet deep and five feet wide. From Table C–1.2 three acceptable arrangements of members are listed.

Arrangement #B1

Space 6×6 crossbraces at six feet horizontally and five feet vertically.

Space 8×8 wales at five feet vertically.

Space 2×6 uprights at two feet horizontally.

Arrangement #B2

Space 6×8 crossbraces at eight feet horizontally and five feet vertically.

Space 10×10 wales at five feet vertically.

Space 2×6 uprights at two feet horizontally.

Arrangement #B3

Space 8×8 crossbraces at 10 feet horizontally and five feet vertically.

Space 10×12 wales at five feet vertically.

Space 2×6 uprights at two feet vertically.

(3) *Example 3.*

A trench dug in Type C soil is 13 feet deep and five feet wide.

From Table C–1.3 two acceptable arrangements of members can be used.

Arrangement #B1

Space 8×8 crossbraces at six feet horizontally and five feet vertically.

Space 10×12 wales at five feet vertically.

Position 2×6 uprights as closely together as possible.

If water must be retained use special tongue and groove uprights to form tight sheeting.

Arrangement #B2

Space 8×10 crossbraces at eight feet horizontally and five feet vertically.

Space 12×12 wales at five feet vertically.

Position 2×6 uprights in a close sheeting configuration unless water pressure must be resisted. Tight sheeting must be used where water must be retained.

(4) *Example 4.*

A trench dug in Type C soil is 20 feet deep and 11 feet wide. The size and spacing of members for the section of trench that is over 15 feet in depth is determined using Table C–1.3. Only one arrangement of members is provided.

Space 8×10 crossbraces at six feet horizontally and five feet vertically.

Space 12×12 wales at five feet vertically.

Use 3×6 tight sheeting.

Use of Tables C–2.1 through C–2.3 would follow the same procedures.

(g) *Notes for all Tables.*

1. Member sizes at spacings other than indicated are to be determined as specified in §1926.652(c), ''Design of Protective Systems.''

2. When conditions are saturated or submerged use Tight Sheeting. Tight Sheeting refers to the use of specially-edged timber planks (e.g., tongue and groove) at least three inches thick, steel sheet piling, or similar construction that when driven or placed in position provide a tight wall to resist the lateral pressure of water and to prevent the loss of backfill material. Close Sheeting refers to the placement of planks side-by-side allowing as little space as possible between them.

3. All spacing indicated is measured center to center.

4. Wales to be installed with greater dimension horizontal.

5. If the vertical distance from the center of the lowest crossbrace to the bottom of the trench exceeds two and one-half feet, uprights shall be firmly embedded or a mudsill shall be used. Where uprights are embedded, the vertical distance from the center of the lowest crossbrace to the bottom of the trench shall not exceed 36 inches. When mudsills are used, the vertical distance shall not exceed 42 inches. Mudsills are wales that are installed at the toe of the trench side.

6. Trench jacks may be used in lieu of or in combination with timber crossbraces.

7. Placement of crossbraces. When the vertical spacing of crossbraces is four feet, place the top crossbrace no more than two feet below the top of the trench. When the vertical spacing of crossbraces is five feet, place the top crossbrace no more than 2.5 feet below the top of the trench.

TABLE C-1.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE A P_a = 25 X H + 72 psf (2 ft Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS **													
	CROSS BRACES							WALES		UPRIGHTS				
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---				2X6	
	UP TO 8	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---					2X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			2X6		
	UP TO 12	4X6	4X6	6X6	6X6	6X6	4	8X8	4				2X6	
10 TO 15	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---				3X8	
	UP TO 8	4X6	4X6	6X6	6X6	6X6	4	8X8	4		2X6			
	UP TO 10	6X6	6X5	6X6	6X8	6X8	4	8X10	4			2X6		
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	10X10	4				3X8	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X8	6X8	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X8	6X8	4	8X8	4	3X6				
	UP TO 10	8X8	8X8	8X8	8X8	8X10	4	8X10	4	3X6				
	UP TO 12	8X8	8X8	8X8	8X8	8X10	4	10X10	4	3X6				
OVER 20	SEE NOTE 1													

* Mixed oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may by substituted for wood.

TABLE C-1.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B $P_a = 45 \times H + 72$ psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**														
	CROSS BRACES							WALES		UPRIGHTS					
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)					
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	2	3			
5 TO 10	UP TO 6	4X6	4X6	6X6	6X6	6X6	5	6X8	5			2X6			
	UP TO 8	6X6	6X6	6X6	6X8	6X8	5	8X10	5			2X6			
	UP TO 10	6X6	6X6	6X6	6X8	6X8	5	10X10	5			2X6			
	See Note 1														
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5		2X6				
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X10	5		2X6				
	UP TO 10	8X8	8X8	8X8	8X8	8X10	5	10X12	5		2X6				
	See Note 1														
15 TO 20	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	8X10	5	3X6					
	UP TO 8	8X8	8X8	8X8	8X8	8X10	5	10X12	5	3X6					
	UP TO 10	8X10	8X10	8X10	8X10	10X10	5	12X12	5	3X6					
	See Note 1														
OVER 20	SEE NOTE 1														

* Mixed oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may by substituted for wood.

TABLE C-1.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE C P_a = 80 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**													
	CROSS BRACES								UPRIGHTS					
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN.)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET) (See Note 2)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE				
5 TO 10	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	8X10	5	2X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X10	5	10X12	5	2X6				
	UP TO 10	8X10	8X10	8X10	8X10	10X10	5	12X12	5	2X6				
	See Note 1													
10 TO 15	UP TO 6	8X8	8X8	8X8	8X8	8X10	5	10X12	5	2X6				
	UP TO 8	8X10	8X10	8X10	8X10	10X10	5	12X12	5	2X6				
	See Note 1													
	See Note 1													
15 TO 20	UP TO 6	8X10	8X10	8X10	8X10	10X10	5	12X12	5	3X6				
	See Note 1													
	See Note 1													
	See Note 1													
OVER 20	SEE NOTE 1													

* Mixed Oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *
SOIL TYPE A P_a = 25 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	CROSS BRACES							WALES		UPRIGHTS				
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X4	4X4	4X6	4	Not Req'd	Not Req'd				4X6	
	UP TO 8	4X4	4X4	4X4	4X6	4X6	4	Not Req'd	Not Req'd					4X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			4X6		
	UP TO 12	4X6	4X6	4X6	6X6	6X6	4	8X8	4				4X6	
10 TO 15	UP TO 6	4X4	4X4	4X4	6X6	6X6	4	Not Req'd	Not Req'd				4X10	
	UP TO 8	4X6	4X6	4X6	6X6	6X6	4	6X8	4		4X6			
	UP TO 10	6X6	6X6	6X6	6X6	6X6	4	8X8	4			4X8		
	UP TO 12	6X6	6X6	6X6	6X6	6X6	4	8X10	4		4X6		4X10	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X6	6X6	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X6	6X6	4	8X8	4	3X6	4X12			
	UP TO 10	6X6	6X6	6X6	6X6	6X8	4	8X10	4	3X6				
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	8X12	4	3X6	4X12			
OVER 20	SEE NOTE 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.
** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B P_a = 45 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	HORIZ. SPACING (FEET)	CROSS BRACES						WALES		UPRIGHTS				
		WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	2	3	4	6
5 TO 10	UP TO 6	4X6	4X6	4X6	6X6	6X6	5	6X8	5			3X12 4X8		4X12
	UP TO 8	4X6	4X6	6X6	6X6	6X6	5	8X8	5		3X8		4X8	
	UP TO 10	4X6	4X6	6X6	6X6	6X8	5	8X10	5			4X8		
	See Note 1													
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5	3X6	4X10			
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X10	5	3X6	4X10			
	UP TO 10	6X8	6X8	8X8	8X8	8X8	5	10X12	5	3X6	4X10			
	See Note 1													
15 TO 20	UP TO 6	6X8	6X8	6X8	6X8	8X8	5	8X10	5	4X6				
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X12	5	4X6				
	UP TO 10	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6				
	See Note 1													
OVER 20	SEE NOTE 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.
** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE C $P_a = 80 \times H + 72$ psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **															
	CROSS BRACES								WALES		UPRIGHTS					
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)						VERT. SPACING (FEET)	SIZE (TW)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)					
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15					CLOSE					
5 TO 10	UP TO 6	6X6	6X6	6X6	6X6	8X8	5	8X8	5	3X6						
	UP TO 8	6X6	6X6	6X6	8X8	8X8	5	10X10	5	3X6						
	UP TO 10	6X6	6X6	8X8	8X8	8X8	5	10X12	5	3X6						
	See Note 1															
10 TO 15	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	10X10	5	4X6						
	UP TO 8	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6						
	See Note 1															
	See Note 1															
15 TO 20	UP TO 6	8X8	8X8	8X8	8X10	8X10	5	10X12	5	4X6						
	See Note 1															
	See Note 1															
	See Note 1															
OVER 20	SEE NOTE 1															

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

Appendix D to Subpart P of Part 1926—Aluminum Hydraulic Shoring for Trenches

(a) *Scope.* This appendix contains information that can be used when aluminum hydraulic shoring is provided as a method of protection against cave-ins in trenches that do not exceed 20 feet (6.1m) in depth. This appendix must be used when design of the aluminum hydraulic protective system cannot be performed in accordance with §1926.652(c)(2).

(b) *Soil Classification.* In order to use data presented in this appendix, the soil type or types in which the excavation is made must

first be determined using the soil classification method set forth in appendix A of subpart P of part 1926.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables D–1.1, D–1.2, D–1.3 and E–1.4. Each table presents the maximum vertical and horizontal spacings that may be used with various aluminum member sizes and various hydraulic cylinder sizes. Each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. Tables D–1.1 and D–1.2 are for vertical shores in Types A and B soil. Tables D–1.3 and D1.4 are for horizontal waler systems in Types B and C soil.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations (footnotes) regarding Table D–1.1 through D–1.4 are presented in paragraph (g) of this appendix.

(6) Figures, illustrating typical installations of hydraulic shoring, are included just prior to the Tables. The illustrations page is entitled ''Aluminum Hydraulic Shoring; Typical Installations.''

(d) *Basis and limitations of the data.* (1) Vertical shore rails and horizontal wales are those that meet the Section Modulus requirements in the D–1 Tables. Aluminum material is 6061–T6 or material of equivalent strength and properties.

(2) Hydraulic cylinders specifications. (i) 2-inch cylinders shall be a minimum 2-inch inside diameter with a minimum safe working capacity of no less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufaturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe working capacity of not less than 30,000 pounds axial compressive load at extensions as recommended by product manufacturer.

(3) Limitation of application.

(i) It is not intended that the aluminum hydraulic specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be otherwise designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the Tables are not considered adequate. In this case, an alternative aluminum hydraulic shoring system or other type of protective system must be designed in accordance with §1926.652.

(A) When vertical loads imposed on cross braces exceed a 100 Pound gravity load distributed on a one foot section of the center of the hydraulic cylinder.

(B) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(C) When only the lower portion or a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables D–1.1, D–1.2, D–1.3 and D–1.4.* The members of the shoring system that are to be selected using this information are the hydraulic cylinders, and either the vertical shores or the horizontal wales. When a waler system is used the vertical timber sheeting to be used is also selected from these tables. The Tables D–1.1 and D–1.2 for vertical shores are used in Type A and B soils that do not require sheeting. Type B soils that may require sheeting, and Type C soils that always require sheeting are found in the horizontal wale Tables D–1.3 and D–1.4. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is made. The selection is based on the depth and width of the trench where the members are to be installed. In these tables the vertical spacing is held constant at four feet on center. The tables show the maximum horizontal spacing of cylinders allowed for each size of wale in the waler system tables, and in the vertical shore tables, the hydraulic cylinder horizontal spacing is the same as the vertical shore spacing.

(f) *Example to Illustrate the Use of the Tables:*

(1) Example 1:

A trench dug in Type A soil is 6 feet deep and 3 feet wide. From Table D–1.1: Find vertical shores and 2 inch diameter cylinders spaced 8 feet on center (o.c.) horizontally and 4 feet on center (o.c.) vertically. (See Figures 1 & 3 for typical installations.)

(2) Example 2:

A trench is dug in Type B soil that does not require sheeting, 13 feet deep and 5 feet wide. From Table D–1.2: Find vertical shores and 2 inch diameter cylinders spaced 6.5 feet o.c. horizontally and 4 feet o.c. vertically. (See Figures 1 & 3 for typical installations.)

(3) A trench is dug in Type B soil that does not require sheeting, but does experience some minor raveling of the trench face. The

trench is 16 feet deep and 9 feet wide. From Table D–1.2: Find vertical shores and 2 inch diameter cylinder (with special oversleeves as designated by footnote #B2) spaced 5.5 feet o.c. horizontally and 4 feet o.c. vertically, plywood (per footnote (g)(7) to the D–1 Table) should be used behind the shores. (See Figures 2 & 3 for typical installations.)

(4) Example 4: A trench is dug in previously disturbed Type B soil, with characteristics of a Type C soil, and will require sheeting. The trench is 18 feet deep and 12 feet wide. 8 foot horizontal spacing between cylinders is desired for working space. From Table D–1.3: Find horizontal wale with a section modulus of 14.0 spaced at 4 feet o.c. vertically and 3 inch diameter cylinder spaced at 9 feet maximum o.c. horizontally. 3×12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(5) Example 5: A trench is dug in Type C soil, 9 feet deep and 4 feet wide. Horizontal cylinder spacing in excess of 6 feet is desired for working space. From Table D–1.4: Find horizontal wale with a section modulus of 7.0 and 2 inch diameter cylinders spaced at 6.5 feet o.c. horizontally. Or, find horizontal wale with a 14.0 section modulus and 3 inch diameter cylinder spaced at 10 feet o.c. horizontally. Both wales are spaced 4 feet o.c. vertically. 3×12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(g) *Footnotes, and general notes, for Tables D–1.1, D–1.2, D–1.3, and D–1.4.*

(1) For applications other than those listed in the tables, refer to §1926.652(c)(2) for use of manufacturer's tabulated data. For trench depths in excess of 20 feet, refer to §1926.652(c)(2) and §1926.652(c)(3).

(2) 2 inch diameter cylinders, at this width, shall have structural steel tube (3.5×3.5×0.1875) oversleeves, or structural oversleeves of manufacturer's specification, extending the full, collapsed length.

(3) Hydraulic cylinders capacities. (i) 2 inch cylinders shall be a minimum 2-inch inside diameter with a safe working capacity of not less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe work capacity of not less than 30,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(4) All spacing indicated is measured center to center.

(5) Vertical shoring rails shall have a minimum section modulus of 0.40 inch.

(6) When vertical shores are used, there must be a minimum of three shores spaced equally, horizontally, in a group.

(7) Plywood shall be 1.125 in. thick softwood or 0.75 inch. thick, 14 ply, arctic white birch (Finland form). Please note that plywood is not intended as a structural member, but only for prevention of local raveling (sloughing of the trench face) between shores.

(8) See appendix C for timber specifications.

(9) Wales are calculated for simple span conditions.

(10) See appendix D, item (d), for basis and limitations of the data.

ALUMINUM HYDRAULIC SHORING
TYPICAL INSTALLATIONS

FIGURE NO. 1
VERTICAL ALUMINUM HYDRAULIC SHORING (SPOT BRACING)

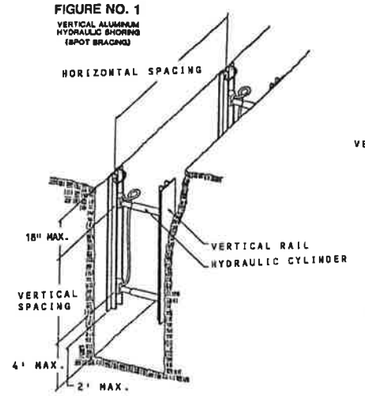


FIGURE NO. 2
VERTICAL ALUMINUM HYDRAULIC SHORING (WITH PLYWOOD)

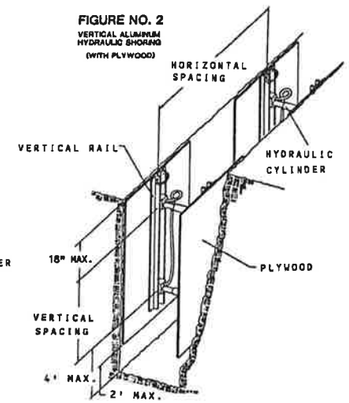


FIGURE NO. 3
VERTICAL ALUMINUM HYDRAULIC SHORING (STACKED)

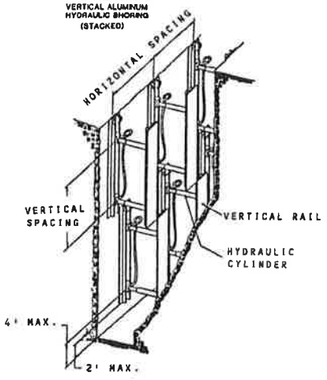


FIGURE NO. 4
ALUMINUM HYDRAULIC SHORING WALER SYSTEM (TYPICAL)

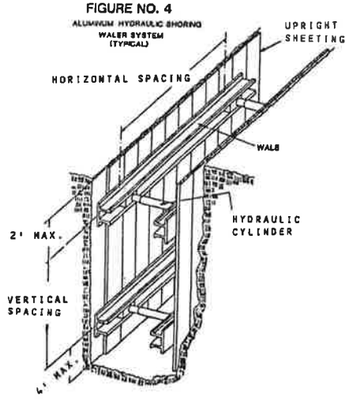


TABLE D - 1.1
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE A

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS				
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)		
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	8				
OVER 15 UP TO 20	7				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Note (1): See Appendix D, Item (g) (1)
Note (2): See Appendix D, Item (g) (2)

TABLE D - 1.2
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS				
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)		
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	6.5				
OVER 15 UP TO 20	5.5				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Note (1): See Appendix D, Item (g) (1)
Note (2): See Appendix D, Item (g) (2)

TABLE D - 1.3
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
			WIDTH OF TRENCH (FEET)						MAX.HORIZ.SPACING (ON CENTER)		
	VERTICAL SPACING (FEET)	* SECTION MODULUS (IN^3)	UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	8.0	2 IN	8.0	2 IN NOTE(2)	8.0	3 IN	——	——	3x12
		7.0	9.0	2 IN	9.0	2 IN NOTE(2)	9.0	3 IN			
		14.0	12.0	3 IN	12.0	3 IN	12.0	3 IN			
OVER 10 UP TO 15	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN	——	3x12	——
		7.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 15 UP TO 20	4	3.5	5.5	2 IN	5.5	2 IN NOTE(2)	5.5	3 IN	3x12	——	——
		7.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
		14.0	9.0	3 IN	9.0	3 IN	9.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Notes (1): See Appendix D, item (g) (1)
Notes (2): See Appendix D, Item (g) (2)
* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

TABLE D - 1.4
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE C

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
			WIDTH OF TRENCH (FEET)						MAX.HORIZ SPACING (ON CENTER)		
	VERTICAL SPACING (FEET)	* SECTION MODULUS (IN^3)	UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO 15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN	3x12	—	—
		7.0	6.5	2 IN	6.5	2 IN NOTE(2)	6.5	3 IN			
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 10 UP TO 15	4	3.5	4.0	2 IN	4.0	2 IN NOTE(2)	4.0	3 IN	3x12	—	—
		7.0	5.5	3 IN	5.5	3 IN	5.5	3 IN			
		14.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
OVER 15 UP TO 20	4	3.5	3.5	2 IN	3.5	2 IN NOTE(2)	3.5	3 IN	3x12	—	—
		7.0	5.0	3 IN	5.0	3 IN	5.0	3 IN			
		14.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Notes (1): See Appendix D, item (g) (1)
Notes (2): See Appendix D, Item (g) (2)
* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

APPENDIX E TO SUBPART P OF PART 1926—ALTERNATIVES TO TIMBER SHORING

Figure 1. Aluminum Hydraulic Shoring

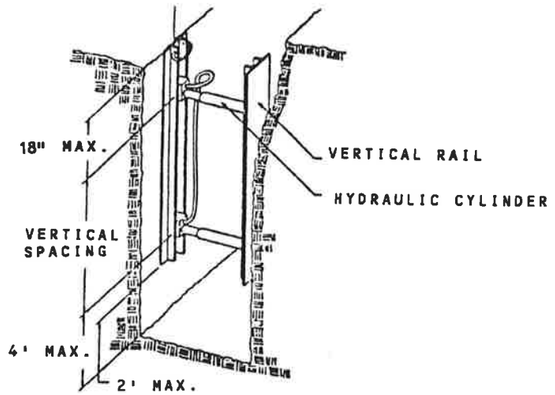


Figure 2. Pneumatic/hydraulic Shoring

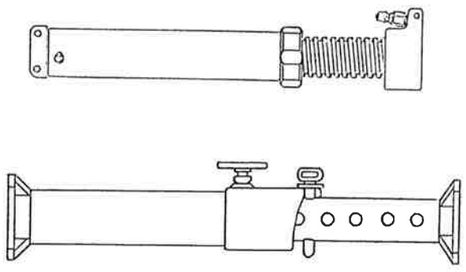


Figure 3. Trench Jacks (Screw Jacks)

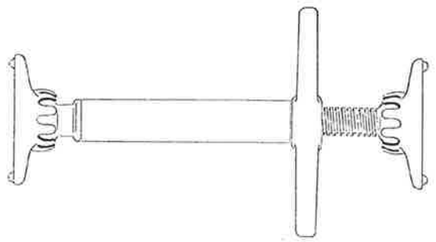
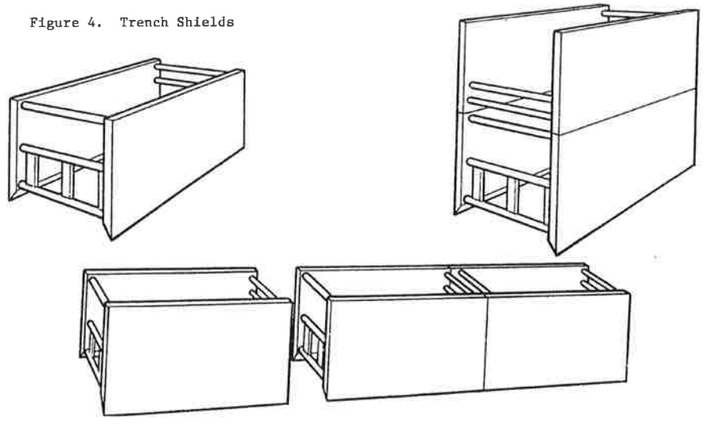


Figure 4. Trench Shields



APPENDIX F TO SUBPART P OF PART 1926—SELECTION OF PROTECTIVE SYSTEMS

The following figures are a graphic summary of the requirements contained in subpart P for excavations 20 feet or less in depth. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with §1926.652 (b) and (c).

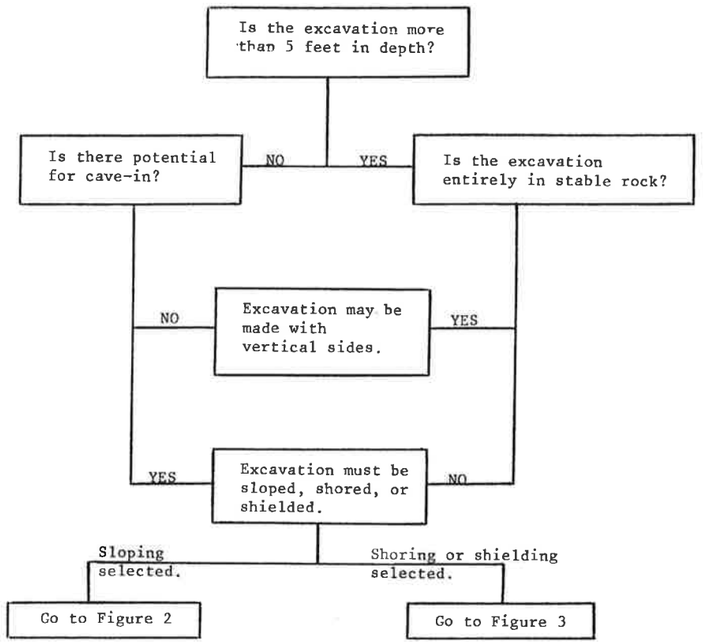


FIGURE 1 - PRELIMINARY DECISIONS

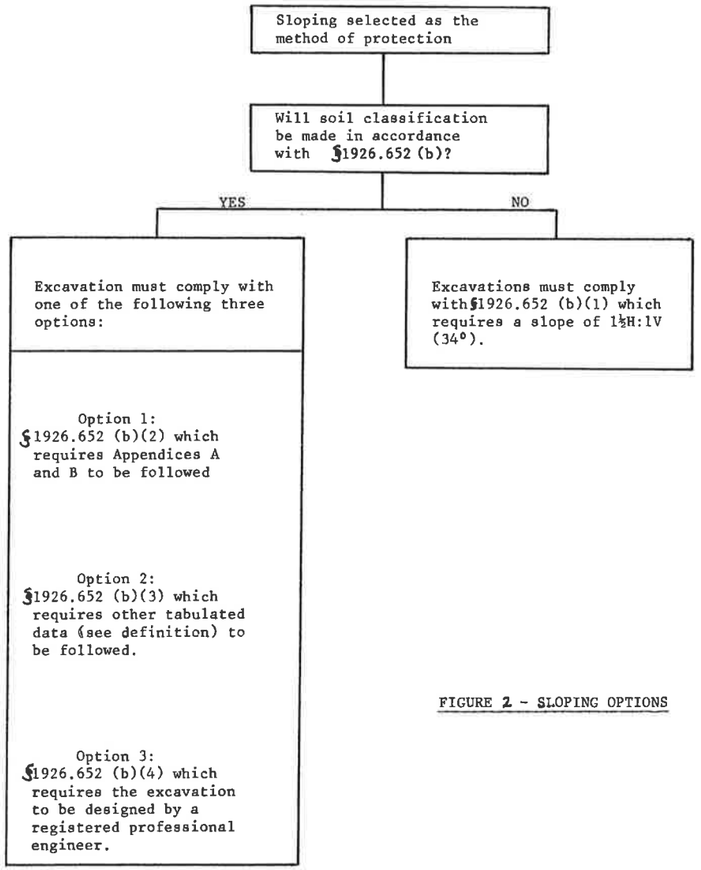


FIGURE 2 - SLOPING OPTIONS

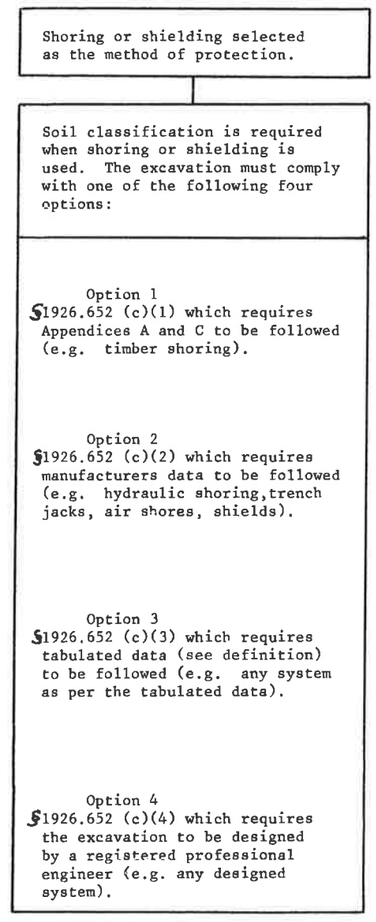


FIGURE 3 - SHORING AND SHIELDING OPTIONS

LAMESATEXAS
TRADE CORRIDOR CROSSING

WATER SYSTEM IMPROVEMENTS
TxCDBG 7216280

FOR TCEQ REVIEW

MARCH 2017

PARKHILL SMITH & COOPER

4222 85th Street
Lubbock, Texas 79423
806.473.2200

PSC
PARKHILL SMITH & COOPER

Kelli Cool
PARKHILL, SMITH & COOPER, INC.
STATE OF TEXAS
KELLI A. COOL
124802
LICENSED
PROFESSIONAL ENGINEER
03/09/17

LAMESATEXAS
TRADE CORRIDOR CROSSING

FOR TCEQ REVIEW

WATER SYSTEM
IMPROVEMENTS
TxCDBG 7216280

601 S 1ST STREET
LAMESA TEXAS 79331
(806) 872-2124

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 2775.17

COVER SHEET

G-001

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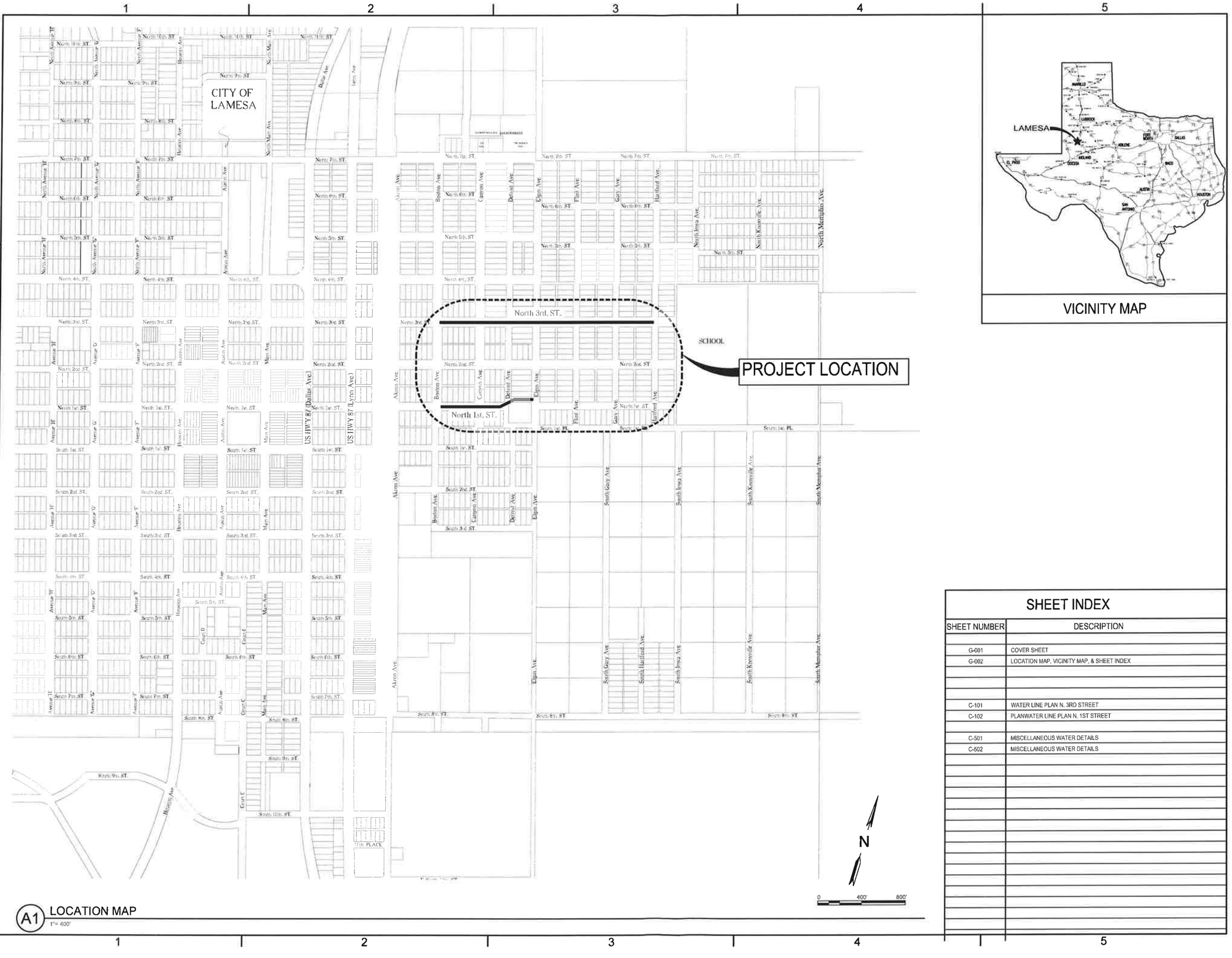


A1 LOCATION MAP
1"= 400'

VICINITY MAP

SHEET INDEX

SHEET NUMBER	DESCRIPTION
G-001	COVER SHEET
G-002	LOCATION MAP, VICINITY MAP, & SHEET INDEX
C-101	WATER LINE PLAN N. 3RD STREET
C-102	PLANWATER LINE PLAN N. 1ST STREET
C-501	MISCELLANEOUS WATER DETAILS
C-502	MISCELLANEOUS WATER DETAILS

PSC

PARKHILL SMITH & COOPER

KELLI A. COOL
124802
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS
PARKHILL SMITH & COOPER, INC. F-580
03/09/17

LAMESATEXAS
TRADE CORRIDOR CROSSING

FOR TCEQ REVIEW

WATER SYSTEM IMPROVEMENTS TxCDBG 7216280

601 S 1ST STREET
LAMESA TEXAS 79331
(806) 872-2124

KEY PLAN

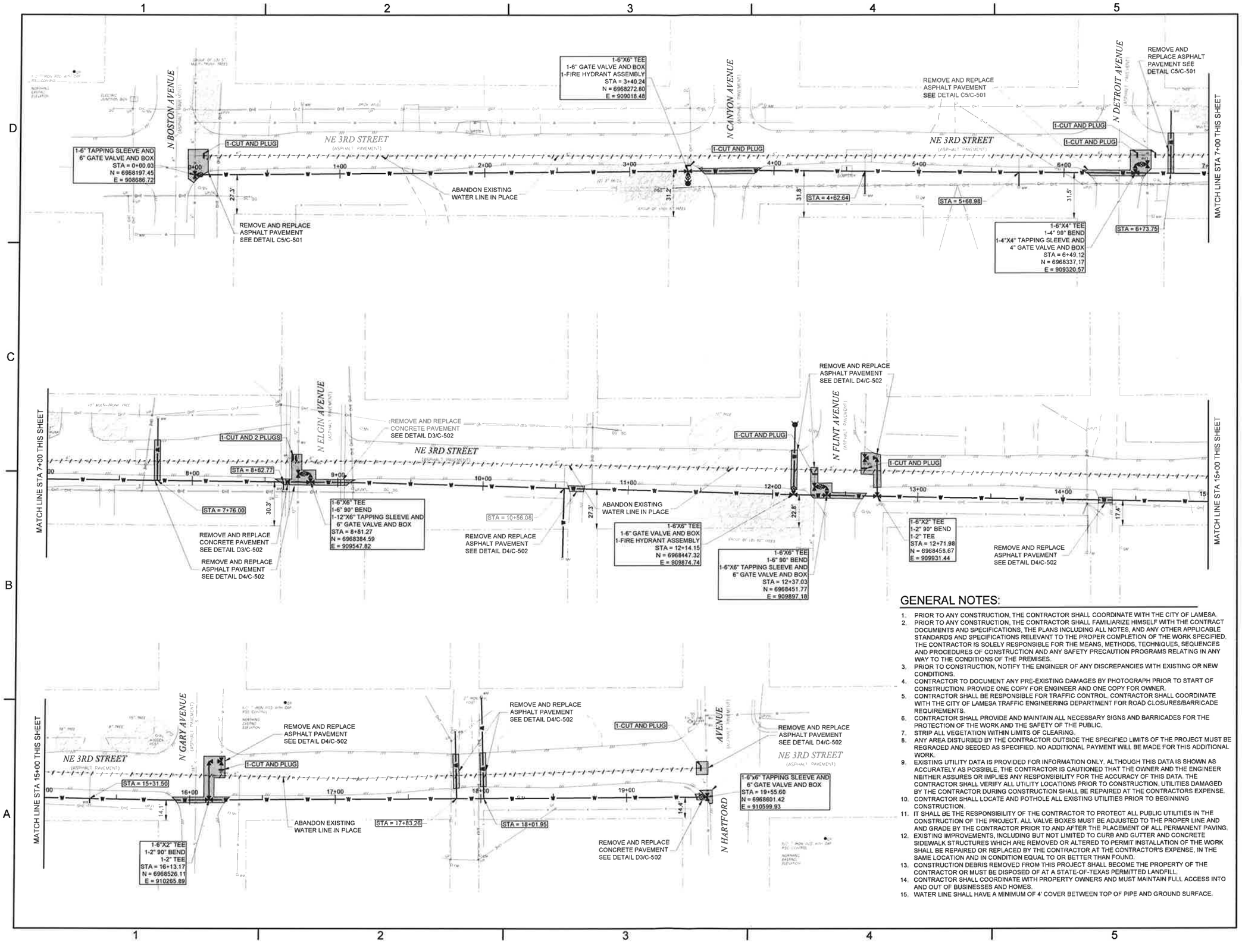
NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 2775.17

LOCATION MAP, VICINITY MAP AND SHEET INDEX

G-002

FILE NAME: X:\2017\2775.17\02_DSGN\02_DWG\010_GEN\G-002-2775-17.dwg LAYOUT NAME: G-002 PRINTED: Wednesday, March 08, 2017 - 3:38pm USER: JOEY



GENERAL NOTES:

1. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF LAMESA.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, THE PLANS INCLUDING ALL NOTES, AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION AND ANY SAFETY PRECAUTION PROGRAMS RELATING IN ANY WAY TO THE CONDITIONS OF THE PREMISES.
3. PRIOR TO CONSTRUCTION, NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH EXISTING OR NEW CONDITIONS.
4. CONTRACTOR TO DOCUMENT ANY PRE-EXISTING DAMAGES BY PHOTOGRAPH PRIOR TO START OF CONSTRUCTION. PROVIDE ONE COPY FOR ENGINEER AND ONE COPY FOR OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL. CONTRACTOR SHALL COORDINATE WITH THE CITY OF LAMESA TRAFFIC ENGINEERING DEPARTMENT FOR ROAD CLOSURES/BARRICADE REQUIREMENTS.
6. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY SIGNS AND BARRICADES FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC.
7. STRIP ALL VEGETATION WITHIN LIMITS OF CLEARING.
8. ANY AREA DISTURBED BY THE CONTRACTOR OUTSIDE THE SPECIFIED LIMITS OF THE PROJECT MUST BE REGRADED AND SEEDED AS SPECIFIED. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS ADDITIONAL WORK.
9. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSURES OR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
10. CONTRACTOR SHALL LOCATE AND POTHOLE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THE PROJECT. ALL VALVE BOXES MUST BE ADJUSTED TO THE PROPER LINE AND AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACEMENT OF ALL PERMANENT PAVING.
12. EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CURB AND GUTTER AND CONCRETE SIDEWALK STRUCTURES WHICH ARE REMOVED OR ALTERED TO PERMIT INSTALLATION OF THE WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN THE SAME LOCATION AND IN CONDITION EQUAL TO OR BETTER THAN FOUND.
13. CONSTRUCTION DEBRIS REMOVED FROM THIS PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR OR MUST BE DISPOSED OF AT A STATE-OF-TEXAS PERMITTED LANDFILL.
14. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS AND MUST MAINTAIN FULL ACCESS INTO AND OUT OF BUSINESSES AND HOMES.
15. WATER LINE SHALL HAVE A MINIMUM OF 4' COVER BETWEEN TOP OF PIPE AND GROUND SURFACE.

PSC

PARKHILL SMITH & COOPER

KELLI A. COOL
124802
LICENSED PROFESSIONAL ENGINEER
03/09/17

LAMESATEXAS
TRADE CORRIDOR CROSSING

FOR TCEQ REVIEW

WATER SYSTEM IMPROVEMENTS TxCDBG 7216280

601 S 1ST STREET
LAMESA TEXAS 79331
(806) 872-2124

KEY PLAN

N

0 30' 60'

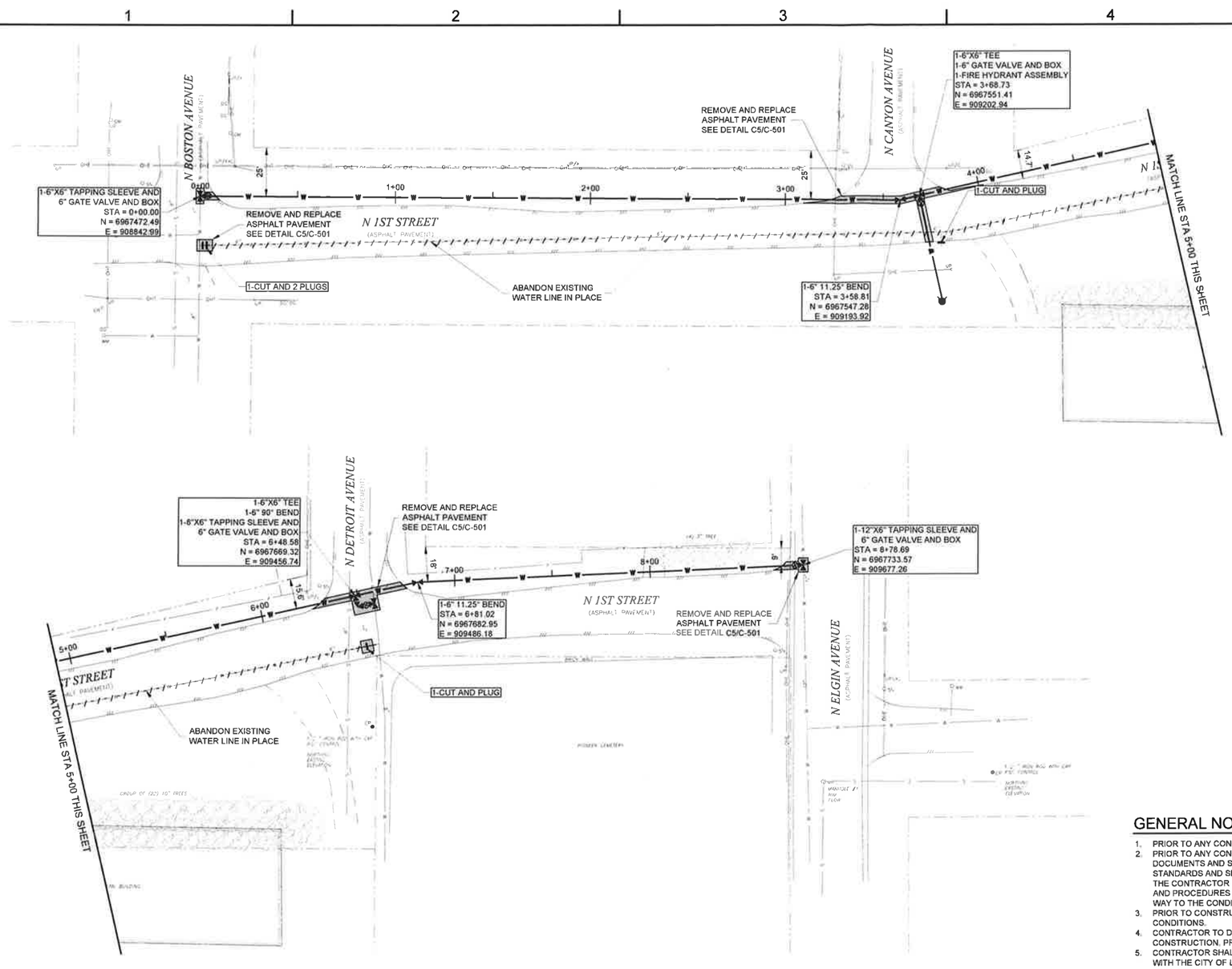
NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 2775.17

WATER LINE PLAN N. 3RD STREET

C-101

FILE NAME: X:\2017\2775.17\02_DSGN\02_DWG\050_CIVIL\C-101-2775-17.dwg LAYOUT NAME: C-101 PRINTED: Wednesday, March 08, 2017 - 3:41pm USER: JOEY



GENERAL NOTES:

1. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF LAMESA.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, THE PLANS INCLUDING ALL NOTES, AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION AND ANY SAFETY PRECAUTION PROGRAMS RELATING IN ANY WAY TO THE CONDITIONS OF THE PREMISES.
3. PRIOR TO CONSTRUCTION, NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH EXISTING OR NEW CONDITIONS.
4. CONTRACTOR TO DOCUMENT ANY PRE-EXISTING DAMAGES BY PHOTOGRAPH PRIOR TO START OF CONSTRUCTION. PROVIDE ONE COPY FOR ENGINEER AND ONE COPY FOR OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL. CONTRACTOR SHALL COORDINATE WITH THE CITY OF LAMESA TRAFFIC ENGINEERING DEPARTMENT FOR ROAD CLOSURES/BARRICADE REQUIREMENTS.
6. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY SIGNS AND BARRICADES FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC.
7. STRIP ALL VEGETATION WITHIN LIMITS OF CLEARING.
8. ANY AREA DISTURBED BY THE CONTRACTOR OUTSIDE THE SPECIFIED LIMITS OF THE PROJECT MUST BE REGRADED AND SEEDED AS SPECIFIED. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS ADDITIONAL WORK.
9. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSURES OR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
10. CONTRACTOR SHALL LOCATE AND POTHOLE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THE PROJECT. ALL VALVE BOXES MUST BE ADJUSTED TO THE PROPER LINE AND AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACEMENT OF ALL PERMANENT PAVING.
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13. CONSTRUCTION DEBRIS REMOVED FROM THIS PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR OR MUST BE DISPOSED OF AT A STATE-OF-TEXAS PERMITTED LANDFILL.
14. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS AND MUST MAINTAIN FULL ACCESS INTO AND OUT OF BUSINESSES AND HOMES.
15. WATER LINE SHALL HAVE A MINIMUM OF 4' COVER BETWEEN TOP OF PIPE AND GROUND SURFACE.

PSC
PARKHILL SMITH & COOPER
KELLI A. COOL
124802
LICENSED PROFESSIONAL ENGINEER
03/09/17

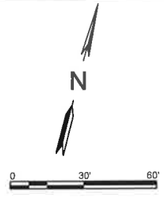
LAMESATEXAS
TRADE CORRIDOR CROSSING

FOR TCEQ REVIEW

WATER SYSTEM IMPROVEMENTS TxCDBG 7216280

601 S 1ST STREET
LAMESA TEXAS 79331
(806) 872-2124

KEY PLAN



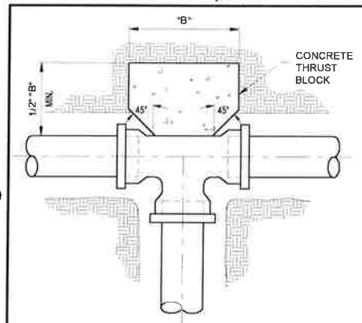
NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 2775.17

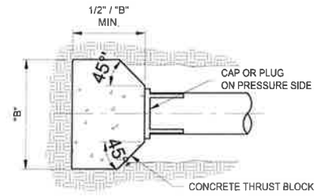
WATER LINE PLAN N. 1ST STREET

C-102

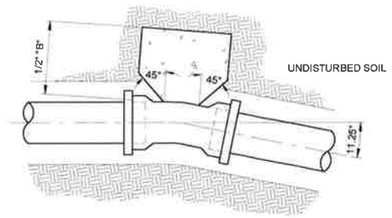
FILE NAME: X:\2017\2775.17\02_DSGN\02_DWG\050_CIVIL\C-102-2775-17.dwg LAYOUT NAME: C-102 PRINTED: Wednesday, March 08, 2017 - 3:40pm USER: JOEY



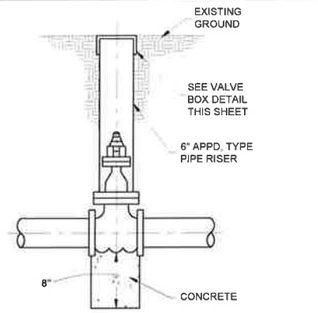
D1 ANCHORAGE FOR TEE
NO SCALE:



D2 ANCHORAGE FOR PLUG DETAIL
NO SCALE



D3 ANCHORAGE FOR 11.25° BEND
NO SCALE



D4 ANCHORAGE FOR GATE VALVE
NO SCALE

THRUST BLOCK BEARING AREA (SF)					
FITTING SIZE (IN)	90° BEND	45° BEND	22 ½° BEND	11 ¼° BEND	TEES & DEAD ENDS
2	1.0	0.6	0.6	0.6	0.8
4	3.9	2.1	2.1	2.1	2.7
6	8.0	4.3	4.3	4.3	5.6
12	29.03	15.71	15.75	15.75	20.54

NOTE:
TO GET "B" TAKE THE SQUARE ROOT OF THE NUMBER LISTED ABOVE (EXAMPLE B = √25SF = 5FT)

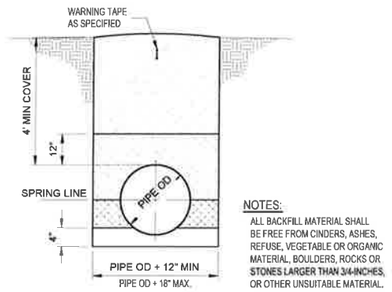
LEGEND

BEDDING SHALL BE NATIVE TRENCH MATERIAL LOOSELY PLACED AS SPECIFIED.

HAUNCHING SHALL BE NATIVE TRENCH MATERIAL PLACED BY HAND IN 3-INCH LAYERS, THOROUGHLY COMPACTED AS SPECIFIED.

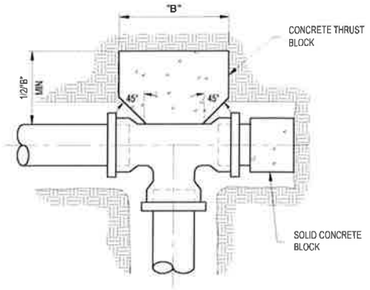
INITIAL BACKFILL SHALL BE NATIVE TRENCH MATERIAL PLACED BY HAND OR APPROVED MECHANICAL METHODS IN 6-INCH LAYERS, COMPACTED TO 95% OF THE MAXIMUM DENSITY AS SPECIFIED.

FINAL BACKFILL SHALL BE NATIVE TRENCH MATERIAL PLACED BY JETTING OR TAMPING AS SPECIFIED. MATERIAL SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS SPECIFIED

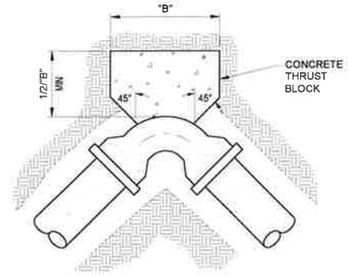


NOTES:
ALL BACKFILL MATERIAL SHALL BE FREE FROM CINDERS, ASHES, REFUSE, VEGETABLE OR ORGANIC MATERIAL, BOULDERS, ROCKS OR STONES LARGER THAN 3/4-INCHES, OR OTHER UNSUITABLE MATERIAL.

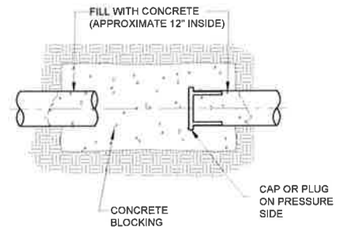
C2 WATER LINE TRENCH DETAIL
NO SCALE



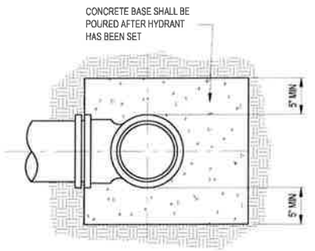
C3 CONC ANCHORAGE FOR TEE W/ PLUG
NO SCALE



C4 ANCHORAGE FOR 90° BEND
NO SCALE

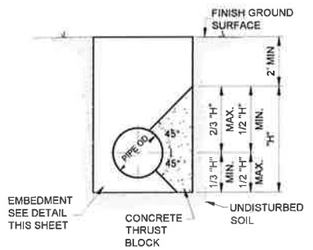


C5 CUT AND PLUG DETAIL
NO SCALE

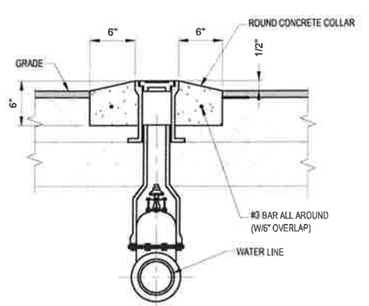


PLAN

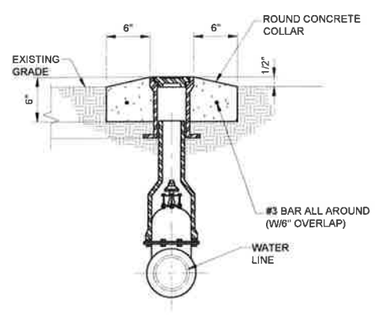
B4 ANCHORAGE FOR FIRE HYDRANTS
NO SCALE



B5 THRUST BLOCK SECTION DETAIL
NO SCALE



A4 VALVE BOX IN PAVEMENT
NO SCALE



A5 VALVE BOX DETAIL
NO SCALE

PSC PARKHILL SMITH & COOPER

KELLI A. COOL 124802 LICENSED PROFESSIONAL ENGINEER
03/09/17

LAMESATEXAS
TRADE CORRIDOR CROSSING

FOR TCEQ REVIEW

WATER SYSTEM IMPROVEMENTS TxCDBG 7216280

601 S 1ST STREET
LAMESA TEXAS 79331
(806) 872-2124

KEY PLAN

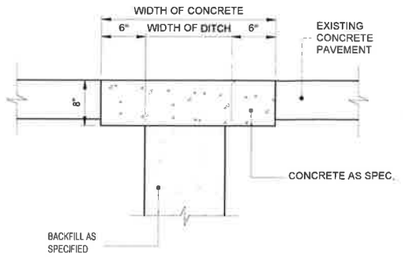
NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 2775.17

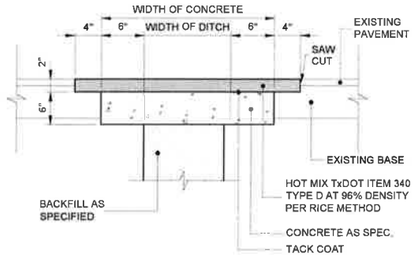
MISCELLANEOUS WATER DETAILS

C-501

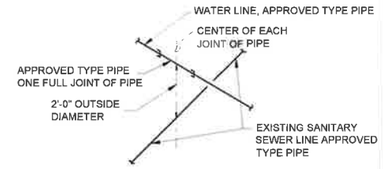
FILE NAME: X:\2017\2775.1702_DSGN\02_DWG\050_CIVIL\C-501-2775-17.dwg LAYOUT NAME: C-501 PRINTED: Wednesday, March 08, 2017 - 3:40pm USER: JOEY



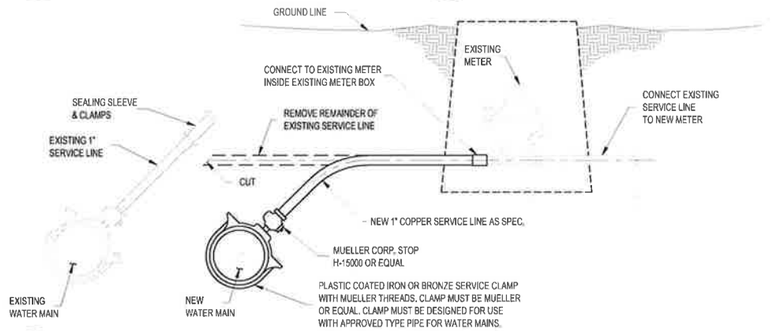
D3 REMOVING & REPLACING CONCRETE PAVEMENT
NO SCALE



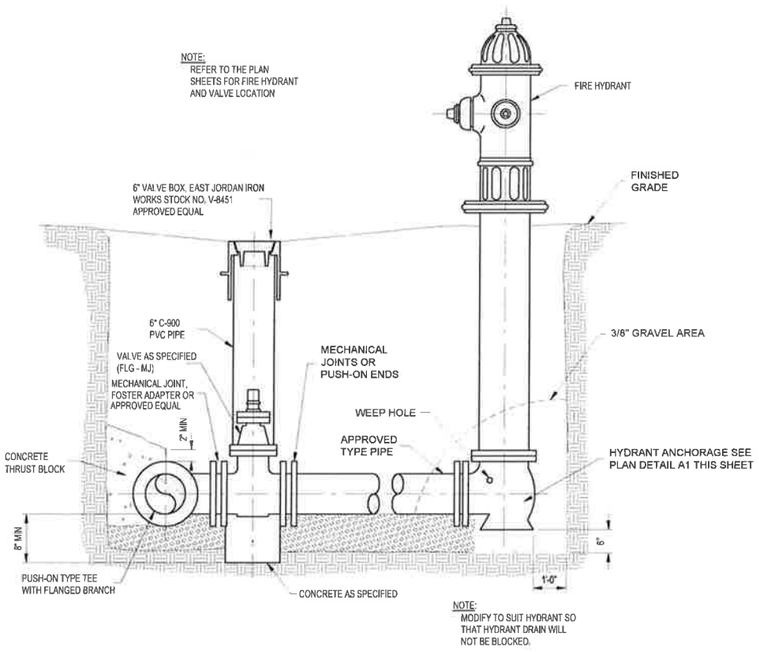
D4 REMOVE AND REPLACE ASPHALT PAVEMENT
NO SCALE



D5 WATER & SEWER CROSSING
NO SCALE



C4 SERVICE METER CONNECTION TO NEW WATER MAIN
NO SCALE



A4 FIRE HYDRANT DETAIL
NO SCALE

PSC

PARKHILL SMITH & COOPER

Kelli Cool
PARKHILL SMITH & COOPER, INC.
STATE OF TEXAS
KELLI A COOL
124802
LICENSED
PROFESSIONAL ENGINEER
F-560
03/09/17

LAMESATEXAS
TRADE CORRIDOR CROSSING

FOR TCEQ REVIEW

WATER SYSTEM IMPROVEMENTS TxCDBG 7216280

601 S 1ST STREET
LAMESA TEXAS 79331
(806) 872-2124

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 2775.17

MISCELLANEOUS WATER DETAILS

C-502

FILE NAME: X:\2017\2775.17\02_DSGN\02_DWG\050_CIVIL\C-502-2775-17.dwg LAYOUT NAME: C-502 PRINTED: Wednesday, March 08, 2017 - 3:42pm USER: JOEY

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 9**

SUBJECT: **AMEND CODE OF ORDINANCES BY ADDING SECTION 1.08.006 (a) PARK FEES FOR USE OF THE WEAVER SPORTS COMPLEX**

PROCEEDING: Ordinance, Second Reading

SUBMITTED BY: City Staff

EXHIBITS:

SUMMARY STATEMENT

City Council to consider amending Code of Ordinances on second reading, Chapter 1, Section 1.08.006 (a) Park Fees for use of the Weaver Sports Complex.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to amend Code of Ordinances on second reading, Chapter 1, Section 1.08.006 (a) Park Fees for use of the Weaver Sports Complex. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING CHAPTER 1, ARTICLE 1.08, OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS, ENTITLED "PARKS AND RECREATION" REGARDING IMPOSITION OF FEES FOR USE OF THE WEAVER SPORTS COMPLEX.

On the 21st day of February, 2017, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551), there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, Chapter 1, Article 1.08 of the Code of Ordinances of the City of Lamesa, Texas, should be amended to provide for the imposition of fees for use of the Weaver Sports Complex.

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

SECTION 1. That Chapter 1, Article 1.08 of the Code of Ordinances of the City of Lamesa, Texas, be, and is hereby, amended by adding Section 1.08.006 "Park Fees" For The Weaver Sports Complex:

§ 1.08.006 (a) Fees For Use of the Weaver Sports Complex

1) $350.00 per league per season (Cal Ripken Baseball League and Lamesa Girls Fast Pitch Association)
2) $350.00 per season for Lamesa traveling teams [includes usage of 2 days a week (Wednesday evening and Friday evening) for 2.5 hours per day, lighting not included]
3) Out-of-town teams:
   (a) $500.00 Refundable deposit
   (b) $100.00 per field per day

SECTION 2. The effective date of this Ordinance shall be March 21, 2017.

SECTION 3. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by Article IV, Section 24 of the City Charter and state law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading, on the 21st day of February, 2017; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading, on the 21st day of March, 2017.

ATTEST:

Norma Garcia, City Secretary

APPROVED:

Josh Stevens, Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 10**

SUBJECT: **AMEND CODE OF ORDINANCES BY ADDING SECTION 1.08.006 (b) PARK FEES FOR USE OF THE CITY SWIMMING POOL**
PROCEEDING: Ordinance, First Reading
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to consider adding Section 1.08.006 (b) Park Fees to the Code of Ordinances on first reading for use of the City of Lamesa Swimming Pool. *(City Manager)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to amend Code of Ordinances on first reading, Chapter 1, Section 1.08.006 (b) Park Fees for use of the City Swimming Pool. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING CHAPTER 1, ARTICLE 1.08, OF THE CODE OF ORDINANCES OF THE CITY OF LAMESA, TEXAS, ENTITLED "PARKS AND RECREATION" REGARDING IMPOSITION OF FEES FOR USE OF CITY SWIMMING POOL

On the 21st day of February, 2017, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551), there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, Chapter 1, Article 1.08 of the Code of Ordinances of the City of Lamesa, Texas, should be amended to provide for the imposition of Fees for Use of City Swimming Pool.

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

SECTION 1. That Chapter 1, Article 1.08 of the Code of Ordinances of the City of Lamesa, Texas, be, and is hereby, amended by adding Section 1.08.006 "Park Fees", (b) Fees For Use of City Swimming Pool:

§ 1.08.006 (b) Fees for the Use of City Swimming Pool

(1) Child Fee: $3.00 per day
(2) Adult Fee: $4.00 per day
(3) Splash Pass – Child (15 visits): $35.00
(4) Splash Pass – Adult (15 visits): $45.00
(5) Refundable Deposit for Pool Rentals - $125
(6) Rental of Pool - $60 per Pool Party (4 hour maximum)
(7) Salary of 2 Lifeguards per Pool Party - $12.25 per hour per lifeguard (totals $98.00 for 4 hours). NOTE: Maximum of 25 people per lifeguard. Parties will be held to a maximum of 175 people. Fees will increase incrementally based on these maximums listed above.

SECTION 2. The effective date of this Ordinance shall be April 7, 2017.

SECTION 3. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by Article IV, Section 24 of the City Charter and state law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading, on the 21st day of March, 2017; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading, on the 28th day of March, 2017.

ATTEST:

Norma Garcia, City Secretary

APPROVED:

Josh Stevens, Mayor

CITY OF LAMESA
RULES FOR USE OF SWIMMING POOL
CITY POOL HOURS: MONDAY thru SATURDAY 1 PM TO 6 PM
CLOSED ON SUNDAYS EXCEPT FOR PARTIES
872-8961

1. Reservations must be made on forms provided by the City and a deposit is required. Reservations must be made at City Hall 601 S. 1st Street.
2. Only one booking at a time per person will be allowed.
3. A deposit of $125.00 plus rental and lifeguard salary in advance will be made to guarantee reservation. The deposit will be refunded after all bills are paid.
4. The pool may be reserved Monday thru Saturday 7:00 P.M. to 11:00 and on Sunday from 2:00 pm to 10:00 pm. **(4 hrs maximum on all parties)**
5. Charges for use of pool are as follows: $60.00 per party plus Salary of 2 Lifeguards - $12.25 per hour per Lifeguard. (for # of hours pool is used, $98.00 Total for 4 Hours)
   NOTE: 25 people per lifeguard ($49.00) if exceeded by 6 will be deducted from deposit.
6. **Cancellation of Reservation:** If you desire to cancel your reservation, your name will be removed from the booking and that date made available for others. This cancellation will need to be made within 24 hours of use. If cancelled 7 days prior to the event, your deposit, rental fee and life guard salary will be refunded in full. If not cancelled 7 days prior, you will forfeit one half of your deposit.
7. **Change of date:** The person originally making the reservation must request the change of date.
8. The individual making the reservation will be held responsible for all equipment inside the pool area and for the conduct of organizations or private parties using the pool.
9. Gambling and intoxicating beverages are not allowed on the premises.
10. Drinks in bottles or can are not permitted in pool area.
11. Watermelon is not permitted in pool area.
12. All activities held at the pool for minors shall be sponsored and chaperoned by adults. Those Not in compliance will be evicted from the pool.
13. Parties will be held to 175 people maximum.
14. Pool rentals will not be refunded due to inclement weather. However, you may remain at the pool for remainder of pool time.
15. **NOT RESPONSIBLE FOR ACCIDENTS.**

I have read and accept the rules for use of the swimming pool .

X_____

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 11**

SUBJECT: **BUDGET AMENDMENT I**
PROCEEDING: Ordinance, Second Reading
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to consider amending Ordinance O-18-16 on second reading with respect to October 1, 2016 fiscal year budget. *(City Manager & Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to amend Ordinance O-18-16 on second reading with respect to October 1, 2016 fiscal year budget. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-18-16 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2016-2017.

On the 21st day of February, 2017, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-18-16 to make certain revisions to the 2016-2017 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

SECTION 1. That the City of Lamesa 2016-2017 Budget contained in Ordinance No. 0-16-18 be, and same is hereby, amended to change the amount appropriated by the following:

	Revenues	Expenditures
Utility Fund (2)	$ -6,250.00	$
Total of All Funds	$ -6,250.00	$

SECTION 2. Effective date: That this Ordinance shall become effective as of this March 31, 2017.

SECTION 3. The City Secretary is hereby authorized and directed to cause publication of this Ordinance as provided by law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on February 21, 2017 by a majority vote; and on March 21, 2017, there will be held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Government. Code, Chapter 551); there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on First Reading by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

CITY OF LAMESA

BUDGET AMENDMENT 2017-01 FOR FY 2016/2017

UTILITY FUND

This budget amendment reflects a decrease in revenue for the Mike Tyler farm land lease as a result of the TxDOT SH349 Project per the amendment to the lease agreement reflected in the February 21, 2017 City Council agenda and minutes.

Decrease Revenues (2-41209 – Farm & Oil Leases)	$ - 6,250.00

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 12**

SUBJECT: **LEASE OF TORO FAIRWAY MOWER FOR LAMESA MUNICIPAL GOLF COURSE**
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to consider authorizing a lease agreement with Toro for a 5 year lease of a fairway mower for the Lamesa Municipal Golf Course. This is a Buyboard lease replacing current leased equipment. *(Golf Course Manager/Supervisor)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to authorize a lease agreement with Toro for a 5 year lease of a fairway mower for the Lamesa Municipal Golf Course. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

tcf equipment finance

Turf Equipment Schedule
(Fair Market Value Purchase Option)

The "Lease": **Equipment Schedule Number 008-0714136-101 Dated March 3, 2017 to Master Lease Number 714136L Dated February 1, 2017**

"Lessee": **City of Lamesa, Texas, 601 South First Street, Lamesa, TX 79331**

Contact: **Victor Dimas** Phone: **(806) 872-2124**

"Lessor": **TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
_____	**60** Months	**Monthly**	**$1,018.00** plus applicable taxes except financed sales tax included in the Final Cost	**N/A** For Installments(s): **N/A**	**N/A**	**N/A**

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):	**MAXIMUM HOURS:**
201 North Avenue S, Lamesa, TX 79331: **(1) Toro Reelmaster 5510-D & Toro Protection Plus together with all attachments and accessories thereto**	**600/Year**

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancelation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
5. If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
6. This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: City of Lamesa, Texas

X By: _____ X Print Name: _____

X Title: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Lamesa, Texas
601 South First Street,
Lamesa, TX 79331

Lessor: TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0714136-101, dated as of March 3, 2017, by and between City of Lamesa, Texas and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0714136-101
DATED AS OF MARCH 3, 2017

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0714136-101** dated **March 3, 2017** (the "Lease"), between **City of Lamesa, Texas, 601 South First Street, Lamesa, TX 79331** and **TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, City of Lamesa, Texas, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Texas; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Lamesa, Texas:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20___.

_____
Signature of Clerk, Secretary or Assistant Secretary

_____
Printed Name of Clerk, Secretary or Assistant Secretary

tcf equipment finance

CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0714136-101
DATED AS OF March 3, 2017

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Lamesa, Texas (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed:_____

Title:_____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

tcf equipment finance
11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

Insurance Certificate Request

To	To Whom It May Concern	**From**	Marisa Meyers
Company		**Fax**	(866) 465-3149
Fax		**Phone**	(800) 215-4738 x
Phone		**Email**	mmeyers@financediv.com
Subject	**INSURANCE CERTIFICATE REQUEST**	**Date**	March 3, 2017

Message:

Our mutual customer, City of Lamesa, Texas, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. **INSURED:** City of Lamesa, Texas, 601 South First Street, Lamesa, TX 79331

2. **COVERAGES:**
   - Liability Insurance – Minimum $1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.
     - Policy Number
     - Policy Effective Date & Policy Expiration Date
   - Property Damage – Cost: $60,190.09 or ACV
     - Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed $10,000 or 10% of Total Cost)
     - Policy Number
     - Policy Effective Date & Policy Expiration Date

3. **DESCRIPTION OF EQUIPMENT:**
   (1) Toro Reelmaster 5510-D & Toro Protection Plus together with all attachments and accessories thereto
   Or reference: "Leased Equipment on TCF Contract Number 008-0714136-101", if the description is too long

4. **TCF National Bank, its successors and assigns** needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers
Senior Transaction Coordinator
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

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tcf equipment finance

Delivery and Acceptance

"Lessee"
City of Lamesa, Texas, 601 South First Street, Lamesa, TX 79331
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease **008-0714136-101** dated **March 3, 2017** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

✖ **Acceptance Date:** _____

Lessee: City of Lamesa, Texas

✖ By: _____ Title: _____

✖ Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 13**

SUBJECT: **LEASE OF GOLF CARTS FOR LAMESA MUNICIPAL GOLF COURSE**
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to consider authorizing a lease agreement with Club Car for a 60 month term for golf carts for the Lamesa Municipal Golf Course. This is a *US Communities Government Purchasing Alliance (component of National League of Cities)* lease agreement replacing current leased equipment. *(Golf Course Manager/Supervisor)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to authorize a lease agreement with Club Car for a 56 month term for golf carts for the Lamesa Municipal Golf Course. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

QUOTATION
Reference No. 362017

CLUB CAR NORTH TEXAS

PREPARED FOR: *Lamesa Municipal Golf Course*
US Communities Contract EV-002-2024

DATE OF QUOTE: *March 10, 2017*
SALES PERSON: ***Eric Eggleston***
575-802-3633

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
18	2017 Club Car Gas Precedent 14 HP Subaru OHC Engine Electronic Fuel Injection Equipped with the following:	$4,825.00	$86,850.00
	Color - Cashmere	Included	Included
	Canopy Top - Beige or White	Included	Included
	Sweater Basket	Included	Included
	Bagwell Liner	Included	Included
	Number Decals - Set of two	Included	Included
	Split Windshield	Included	Included
	Comfort Grip Steering Wheel	Included	Included
	Information Holder	Included	Included
	Radial Tires	Included	Included
	Differential Guard	Included	Included
	Wheel Covers	Included	Included
	Hinged windshield	Included	Included
	Hour Meter	Included	Included
	Rear Tow Plate	Included	Included
-18	**Spring Discount Push**	$565.00	($10,170.00)
	60 Month Lease Payment with a balloon payment at the 61st month of $1,600.00	$56.00 Per Car Per Month for $60.00	
	Total		**$76,680.00**
Terms 30 Days	F.O.B. Lamesa, TX	May-17	Shipped Via Our Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state or local taxes not included. All credit terms must be approved by Club Car, Inc. prior to delivery. Customer to submit required credit information for credit approval. Delivery lead time of 4 to 6 weeks normally required.

Accepted By: _____
Company: _____
Title: _____
Date: _____

Club Car, Inc.
By: Eric Eggleston
Title: Territory Manager New Mexico/West Texas

QUOTATION
Reference No. 372017

CLUB CAR NORTH TEXAS

PREPARED FOR: *Lamesa Municipal Golf Course*
US Communities Contract EV-002-2024

DATE OF QUOTE: *March 10, 2017*
SALES PERSON: ***Eric Eggleston***
575-802-3633

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2017 Club Car Gas Carry All 500 14 HP Subaru OHC Engine Electronic Fuel Injection	$9,900.00	$9,900.00
	Equipped with the following:		
	Color - Green	Included	Included
	Seat - Gray	Included	Included
	Canopy - White	Included	Included
	Split Windshield	Included	Included
	Hour Meter	Included	Included
	Rear Tow Plate	Included	Included
	Rear Cargo Box	Included	Included
-1	Spring Discount	($900.00)	($900.00)
	60 Month Lease Payment with a balloon payment at the 61st month of $1.	$170.00 Per Car Per Month for $60.00	
	Total		**$9,000.00**

Terms	F.O.B.		Shipped Via
30 Days	Lamesa, TX	May-17	Our Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state or local taxes not included. All credit terms must be approved by Club Car, Inc. prior to delivery. Customer to submit required credit information for credit approval. Delivery lead time of 4 to 6 weeks normally required.

Accepted By: _____
Company: _____
Title: _____
Date: _____

Club Car, Inc.
By: Eric Eggleston
Title: Territory Manager New Mexico/West Texas

dll financial solutions partner

Golf, Turf, and Commercial Application

CALL TOLL-FREE: 800-873-2474 FAX Completed Application To: 515-334-7897
8001 Birchwood Court, Johnston, IA 50131

DEALER INFORMATION

Dealer	Sales Person	Cell phone

COMPANY INFORMATION

Full legal name of company			Financial Contact Person	
Course Name or d/b/a			Phone	Cell Phone
Company Address			Fax	
	State	Zip Code	E-mail address	
Billing Address (if different than above)			AP Contact Person	
City	State	Zip Code	Superintendent's Name	Phone #
Equipment Address (include county and state where Equipment will be kept)		County	☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Non-Profit ☐ Sub S Corporation ☐ Municipality ☐ LLC ☐ Other (please specify) _____	
City	State	Zip Code	DUNS# (if applicable)	Federal Tax ID#
Ownership Structure ☐ Member owned ☐ Management Group Name:_____ ☐ Privately Owned # of Owners:_____			Years In Business	Years Under Current Owner
Not Applicable to Commercial Applications Type of Course: ☐ Private ☐ Semi – Private ☐ Daily Fee			*Not Applicable to Commercial Applications* # of Holes ____ # of Members ____ Initiation Fee ____ Annual Dues ____ Annual Rounds ____ Greens Fees ____	
LOCATION OF CHIEF EXECUTIVE OFFICE: CITY ____ STATE ____				

PRINCIPAL INFORMATION

Owner/officer(s) - Full Legal Name (Last, First, Middle)	Date of Birth	Owner/officer(s) - Full Legal Name (Last, First, Middle)	Date of Birth
Social Security Number	Title	Social Security Number	Title
Address	% of Owner	Address	% of Owner
City State Zip Code		City State Zip Code	

IF YOU INTEND TO APPLY FOR JOINT CREDIT, APPLICANT AND CO-APPLICANT PLEASE INITIAL HERE.

_____ _____
Applicant Co-Applicant

APPLICANT AND CO-APPLICANT/GUARANTOR PROVIDE INFORMATION BELOW AND SIGN AND DATE APPLICATION

BANK REFERENCE

Bank Name			
Address		Contact Name	Phone
Ck Account #	Date Opened	Borrowing Account #	Date Opened

EQUIPMENT INFORMATION

Term ☐ 24 ☐ 36 ☐ 48 ☐ 60 ☐ Other _____	Purchase Option: ☐ FMV ☐ Loan ☐ Other _____
Annual Hour Limits ☐ 600 ☐ 900 ☐ Other _____	Equipment located ☐ Inside City Limits ☐ Outside City Limits
Equipment cost: $ _____ *Please attach quotation from dealer(s)	Payment Schedule: ☐ Monthly ☐ Seasonal _____ (please indicate months)

You, the "Applicant" (which term includes the business entity as well as the undersigned individual(s), certify to us that Applicant is applying for credit for business reasons, and not for personal, family or household purposes. By signing below, I, whether signing individually as an Applicant, Co-Applicant or guarantor or as officer, partner or manager of the Applicant or Co-Applicant and whether or not I am personally liable for any credit: (1) affirm that the information provided in this application is true and correct and given for the purpose of obtaining credit; (2) instruct and authorize DLL Finance LLC ("DLL") to check credit, contact references, and verify listed employment history and answer questions about DLL's credit experience with Applicant, Co-Applicant and me and hereby authorize all references listed above to release any and all such information to DLL; (3) instruct and authorize DLL to obtain consumer credit reports on me, in DLL's sole discretion, as part of this application and while any credit granted as a result of this application remains unpaid; and (4) acknowledge that DLL may retain any information obtained as part of the application process whether or not the requested credit is granted. I consent to DLL sharing with others information concerning me and DLL's decision whether or not to extend credit, if any, in accordance with applicable law.

Applicant

Signature (Individual) Date

Signature Title/Capacity Date
(Indicate Partner/Officer/Manager/Guarantor)

Co-Applicant

Signature (Individual) Date

Signature Title/Capacity Date
(Indicate Partner/Officer/Manager/Guarantor)

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LEASE AGREEMENT (Golf Equipment – Municipal Entities)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:

TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name:			
	Mailing Address	City	State	Zip

SUPPLIER	Name: Address: Phone:	

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

The Initial Term ("Term") shall be **months from the Commencement Date.**	**Commencing on:** ☐ OR ☐ the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: ☐ OR ☐ the Commencement Date.

Each payment thereafter will be due:

☐ on the 1st day of the month or ☐ as indicated below.

Number of Payments:	Payment Amount:	Payment Frequency: ☐ Monthly ☐ Quarterly; or On the following day(s)
Use tax per Payment (estimated):	**Total Payment Amount with Sales/ Use Taxes (estimated):**	
Security Deposit:		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates $0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or $1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of $25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION

3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars ($1,000,000) (five million dollars ($5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term if defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms),** each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE	Lessee	**LESSOR SIGNATURE**	**DLL Finance LLC,** At: 8001 Birchwood Court, Johnston, IA 50131
	Authorized Signature		Authorized Signature
	Print Name Title Date		Print Name & Title Date

Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE			
	Lessee		
	Authorized Signature		
	Print Name	Title	Date

Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. (the "Lease") and further certifies that:

(i) the Equipment has been delivered to and has been received by Lessee;
(ii) all installation or other work necessary prior to the use thereof has been completed;
(iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
(iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	
	Lessee
	Authorized Signature
	Print Name Title Date

Master Maintenance Agreement (Golf Cars - Municipal)

Lease Agreement Number:	Lessor: DLL Finance LLC
Lessee:	
Date:	

This Master Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease Agreement identified above between the Lessee and Lessor identified above (the "Lease"). All capitalized terms shall have the meanings ascribed to them in the Lease. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described the Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

(A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
(B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
(C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment.
(D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
(E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
(F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
(G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
(H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
(I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
(J) All Equipment must have a relatively clean appearance.
(K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
(L) All Equipment shall be free from structural damages and/or bent frames.
(M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

(A) Operate normally in forward and reverse directions through all the speed ranges or gears.
(B) Steer normally both right and left in both forward and reverse.
(C) Have all functions and controls work in normal manner.
(D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
(E) Operates without leaking any fluids.
(F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than $100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

LESSEE SIGNATURE			LESSOR SIGNATURE		
				Accepted by: **DLL Finance LLC,** At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee				
	Authorized Signature			Authorized Signature	
	Print Name Title	Date		Print Name & Title	Date

LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT

Name of Lessee:	(the **"Lessee"**)
Date of Lease Agreement:	(the **"Lease"**)

In order to induce DLL Finance LLC ("Lessor") to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee's behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor's emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee's facsimile signature shall be considered binding as an original.

Dated this _____ day of _____ , 2015.

LESSEE SIGNATURE	
	Lessee
	Authorized Signature
	Print Name Title Date

LEASE AGREEMENT
SUPPLEMENT – OPINION OF COUNSEL

Name of Lessee:	(the **"Lessee"**)
Lease Agreement Number:	(the **"Agreement"**)

In order to induce DLL Finance LLC ("Lessor") to enter into the Agreement pursuant to which the Equipment will be financed or leased to Lessee, the undersign represents the following:

As legal counsel of Lessee, I have examined (a) the Agreement and the corresponding documentation, which, among other things, provide for the financing or lease of the Equipment to Lessee; (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions: (a) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of , and has substantial amount of one or more of the following sovereign powers (1) the power of eminent domain, and (2) police power; (b) Lessee has the requisite power and authority to purchase or lease the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (c) the representative(s) of Lessee executing the Agreement has been duly authorized to do so; (d) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms; (e) the authorization, approval and execution of the Agreement and all other documentation relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all applicable state and federal laws; (f) if applicable, a contract was properly awarded to the Supplier and there is no pending or threatened protest of such award or Lessee's compliance with public bidding laws; and (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this opinion.

Dated this _____ day of _____ , 2015.

Sincerely,

Print Name: _____
Admitted to Practice Law in the State
Address: _____
_____
_____
Telephone: _____

Certificate of Incumbency (Golf)

Not for Use with General Partnerships

By signing below, I hereby certify the following to DLL Finance LLC ("DLL"), its successors and assigns:

1. I am the _____ of _____ (the "Company")
(*Print title*) (*Print name of entity*)
and am familiar with the policies and the officers and authorized agents of the Company and am authorized to provide this Certificate of Incumbency (this "Certificate").

2. The individuals listed below, in addition to those persons possessing apparent authority under Iowa law (each an "Authorized Representative") are each fully authorized and empowered, acting alone and in accordance with the organizational documents and/or authorizations, resolutions or actions of the governing body of the Company to enter into, from time to time, such agreements, including without limitation lease agreement(s) and loan agreements with DLL and such other agreements in favor of or required by DLL in connection with the acquisition, lease or sale of equipment or the financing of the acquisition of equipment as any one or more of the undersigned Authorized Representatives shall approve (each a "Transaction Document"):

NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE
1.	1.
2.	2.
3.	3.

** Attach additional pages if necessary.*

3. DLL may conclusively rely on the accuracy, genuineness, and good faith of any written communication bearing the signature of any Authorized Representative listed above for purposes of entering into, modifying, providing funds for and/or relying on each Transaction Document. The Company shall indemnify and hold harmless DLL for any loss suffered or liability incurred by it in reliance on this Certificate.

4. The authority conferred herein is not inconsistent or in conflict with any organizational documents or other applicable agreements or documents of the Company and is within the Company's power and authority. Resolutions evidencing the authorizations contained in this Certificate appear in the Company's books and records.

5. Until DLL receives notice in writing of any change or limitation of the authority of any Authorized Representative as designated in this Certification, DLL is authorized to rely upon the authority and power of any Authorized Representative as set forth in this Certification. Such notice, to be effective, must be received by DLL at the following address: 8001 Birchwood Court, PO Box 2000, Johnston, IA 50131. Such notice shall only be effective as to transactions entered into after DLL's receipt of such notice and shall not have any effect on transactions entered into prior to the receipt of such notice.

6. A facsimile copy of this Certificate shall have the same force and effect as the original. This Certificate represents the entire agreement and understanding as to the subject matter hereof and supersedes all prior oral and written negotiations, agreements and understandings.

STOP **THE PERSON SIGNING IN THE SIGNATURE BLOCK BELOW MUST BE ONE OF THE PERSONS LISTED IN THE TABLE BELOW!!**

Type of Entity	Person Who May Sign this Certificate
Corporation	President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Liability Company – manager managed	Manager, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Liability Company – member managed	Member, Managing Member, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership	General Partner, Managing Partner
Government Entity (*Other titles may be acceptable to DLL in its sole discretion*)	CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator

IN WITNESS WHEREOF, I have hereunto signed my name as of the date set forth below:

AUTHORIZEDD SIGNATURE	Please Note: An authorized signer must sign this section. An authorized signer is someone listed in the above table.	Authorized Signature		
		Print Name	Title	Date

AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING

Thank you for your interest in our Automatic Payment and Paperless Invoicing Programs! Not only do these features benefit the environment, but you will avoid checks, stamps and your invoices will often reach you five to seven days faster than through regular mail. These convenient and reliable features keep your business on track with minimal effort on your part. Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Please call Customer Service at if you have any questions.

Automatic Payment

Customer Name: _____
Customer Address: _____
Customer Phone Number: _____

Bank Account Holder(s)*: _____
Bank Name: _____
Bank Address: _____
Bank Phone Number: _____
ABA Routing Number: _____

Sample check:
Your information

Pay to the order of

_____ *Dollars*

0000111122223 *12345678* *1234*
ABA Routing No. *Bank Acct. No.* *Check No.*

Account Number: _____ This is a ☐ checking account ☐ savings account**

**Note: The person completing and signing this authorization must be the bank account owner.*
***If a savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.*

Authorization: By signing below, I (we) hereby authorize DLL Finance LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Account Holder Signature: _____
Print Name: _____
Print Title (if applicable): _____ Date: _____

Account Holder Signature: _____
Print Name: _____
Print Title (if applicable): _____ Date: _____

Please send this completed and signed form **and a copy of a voided check** to our Customer Service team by mail, email or fax to:

Mail:	Fax:	Email:	Questions? Call us:
P.O. Box 2000 Attn: Customer Service Johnston, IA 50131		customerservice@mycontractadm.com	

Paperless Invoicing

Customer Name: _____
Customer Address: _____
Customer Phone Number: _____

Customer Email Address: _____

Authorization: By signing below, I hereby authorize DLL Finance LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice.

Customer Signature: _____
Print Name: _____
Print Title (if applicable): _____ Date: _____

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

Mail:	Fax:	Email:	Questions? Call us:
P.O. Box 2000 Attn: Customer Service Johnston, IA 50131		customerservice@mycontractadm.com	

Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date:

Lessee's Name _____

Address _____ City _____ State _____ ZIP _____

Lease Application # _____ with DLL Finance LLC

I have entered into the above Lease agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the equipment described in the Lease Agreement, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by DLL Finance LLC ("DLL") is $

I will be providing my own physical damage insurance coverage through:

Insurance Agent _____ Phone: _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add DLL Finance LLC as a payee through a Lender's Loss Payable Clause which is a clause that provides that any acts of the Lessee will not void the policy as to the Lender.

To my existing policy number _____ with _____ which now provides the coverage required, or

To a policy which you are authorized to issue in my name which will provide the coverage required.

DLL Finance LLC must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the Lessee, or any other person, shall not invalidate the insurance to DLL Finance LLC.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX: 515-334-5831 OR CALL 800-863-3660.

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF LESSEE: I acknowledge that copies of this document sent to DLL are for information purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

Insurance Agent's Name

Street Address

City State Zip Code

Agent's E-Mail Address

Agent's Phone Number Agent's Fax Number

Lessee's Signature

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER SAMPLE

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. **Bank Qualification Section**
   - Read and check box if appropriate
2. **Lessee Signature**
   - Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — *(WHEN PROVIDED)*

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — *(WHEN APPLICABLE)*:

- ☐ **Insurance Certificate for Property** – List De Lage Landen Public Finance LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- ☐ **Insurance Certificate for Liability** – List De Lage Landen Public Finance LLC and/or Its Assigns as "additional insured."
- ☐ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- ☐ **Completed Billing Information form**
- ☐ **Advance payment check** made payable to De Lage Landen Public Finance LLC
- ☐ **State sales tax exemption certificate**
- ☐ _____
- ☐ _____
- ☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: Jimmy King

Email: _____

Or Fax number: (800) 700-4643

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087

_____

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE

Full Legal Name: SAMPLE				Phone Number
DBA Name (if any)				Purchase Order Requisition Number
Billing Address	City	State	Zip	Send Invoice to Attention of:

EQUIPMENT INFORMATION

Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)

Equipment Location (if not same as above) City State Zip

PAYMENT INFORMATION

Number of Lease Payments	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
Full Lease Term (in Months)	Payment Frequency ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually ☐ Other _____
	End of Lease Option: $1

BANK QUALIFICATION

By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed $10,000,000.

☐ Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE

YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.

You agree that this is a non-cancelable lease. The Equipment is: ☐ **NEW** ☐ **USED**

Signature Date

Title

Print Name

Legal Name of Corporation
SAMPLE

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR

Lessor Signature Date

Print Name

Title

For
DE LAGE LANDEN PUBLIC FINANCE LLC

Lease Number
sample #

Lease Date
, 20

Vendor I.D. Number

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least $100,000 per person and $300,000 per occurrence or bodily injury and $50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of $10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN $1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

12PFDOC207

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ATTACHMENT 1 STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: SAMPLE

LEASE NUMBER: sample #

LEASE DATE: _____, 20____

Lease Payments are due on the Commencement Date and on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is _____, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the _____ succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price

Sales tax of _____ is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

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ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: SAMPLE

LEASE NUMBER: sample #

LEASE DATE: _____, 20____

Quantity	Description/Serial No./Model No.	Location

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

10PFDOC169v2

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

_____

_____

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

_____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____. ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ☐ YES ☐ NO

Do you require any special information to establish a vendor number for _____? ☐ YES ☐ NO

If yes, please advise: _____

Additional Comments: _____

_____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

If you have further questions, please consult your regular bond or legal counsel.

16PFDOC272

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Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	XXXXXX
12	Health and hospital	12	XXXXXX
13	Transportation	13	XXXXXX
14	Public safety	14	XXXXXX
15	Environment (including sewage bonds)	15	XXXXXX
16	Housing	16	XXXXXX
17	Utilities	17	XXXXXX
18	Other. Describe ▶	18	XXXXXX
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXX	$ XXXXXX	$ XXXXXX	XXXXXX years	XXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	XXXXXX
23	Issue price of entire issue (enter amount from line 21, column (b))			23	XXXXXX
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	XXXXXX		
25	Proceeds used for credit enhancement	25	XXXXXX		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	XXXXXX		
27	Proceeds used to currently refund prior issues	27	XXXXXX		
28	Proceeds used to advance refund prior issues	28	XXXXXX		
29	Total (add lines 24 through 28)			29	XXXXXX
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	XXXXXX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	XXXXXX years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	XXXXXX years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	XXXXXX
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	XXXXXX

DRAFT

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	XXXXXX
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	XXXXXX
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	XXXXXX

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Signature of issuer's authorized representative Date

SAMPLE DOCUMENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Form **8038-G** (Rev. 9-2011)

SAMPLE

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Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
$100,000 or more	A **separate** Form 8038-G for **each** issue
Less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

CAUTION *For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at ***TaxExemptBondQuestions@irs.gov*** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

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Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

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Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

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return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of _____, 20____, between **De Lage Landen Public Finance LLC**, as Lessor, and SAMPLE _____, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE

Lessee
SAMPLE
Signature Date
Print Name
Title

07PFDOC055v1

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City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 14**

SUBJECT: **BUDGET AMENDMENT II**
PROCEEDING: Ordinance, First Reading
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to consider amending Ordinance O-18-16 on first reading with respect to October 1, 2016 fiscal year budget. *(City Manager & Finance Director)*

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to amend Ordinance O-18-16 on first reading with respect to October 1, 2016 fiscal year budget. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING ORDINANCE NO. 0-18-16 TO APPROPRIATE FUNDS IN THE CITY OF LAMESA BUDGET FOR FISCAL YEAR 2016-2017.

On the 21st day of March, 2017, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-18-16 to make certain revisions to the 2016-2017 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

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

SECTION 1. That the City of Lamesa 2016-2017 Budget contained in Ordinance No. 0-16-18 be, and same is hereby, amended to change the amount appropriated by the following:

	Revenues	Expenditures
General Fund (1)	$ 13,833.65	$ 13,833.65
Utility Fund (2)	$ 8,891.65	$ 8,891.65
Landfill Fund (3)	$ 2,880.30	$ 2,880.30
Hotel Motel Occupancy Tax Fund (12)	$ 11,900.00	$ 11,900.00
Special Revenue Fund (17)	$ 49,290.00	$ 49,290.00
Total of All Funds	$ 86,795.60	$ 86,795.60

SECTION 2. Effective date: That this Ordinance shall become effective as of this April 7, 2017.

SECTION 3. The City Secretary is hereby authorized and directed to cause publication of this Ordinance as provided by law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on March 21, 2017 by a majority vote; and on March 28, 2017, there will be held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Government. Code, Chapter 551); there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on First Reading by a majority vote and ordered to

be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

MINUTES OF A CALLED MEETING OF THE

HOTEL-MOTEL TAX COMMITTEE

FEBRUARY 2, 2017

CITY HALL – 3:00 P.M.

601 S. FIRST STREET

MEMBERS:
Josh Stevens - Mayor
Marie Briseno – Council Rep.
Ashley Clement – C of C Chairman

Ex-Officio:
Shawna Burkhart – City Mgr.
Sandra Adams – Chamber Exec Dir.

Hotel-Motel fund allowances: Consider request from local organizations requesting funds from Hotel-Motel account.

Applications were received from:

Lamesa Chamber of Commerce	Cal Ripken Baseball
Lamesa Rodeo Assoc.	Lamesa-Dawson Co. Museum
Lamesa Disc Golf	Lamesa Community Players
Forrest Fest	Lamesa Chicken Fried-Steak Festival
Knights of Columbus	Blackshear School Reunion
Unite Lamesa	

Motion by Josh Stevens to recommend the city manager to provide assistance as listed.

Lamesa Dawson County Museum	$ 1,900.00
Lamesa Community Players	$ 2,400.00
Lamesa Rodeo Assoc.	$ 4,500.00
Forrest Fest	$ 1,600.00
Knights of Columbus	$18,000.00
Lamesa Cal Ripken Tournament	$ 4,500.00
Chicken Fried-Steak Festival	$ 32,000.00
Lamesa Chamber of Commerce	$ 39,000.00
Blackshear School Reunion	$ 2,000.00
Lamesa Disc Golf	$ 4,000.00
Unite Lamesa	$ 2,000.00

Seconded by Marie Briseno upon being put to a vote the motion passed.

VOTING: "AYE" 3 "NAY" 0 "ABSTAIN" 0

Adjourn. There being no further business, the meeting was adjourned at 5:00 p.m.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 15**

SUBJECT:	**RESOLUTION FOR PORTS-TO-PLAINS - TXDOT EXTENSION OF INTERSTATE 27**
PROCEEDING:	Resolution
SUBMITTED BY:	City Staff
EXHIBITS:	Resolution

SUMMARY STATEMENT

City Council to approve a resolution authorizing TxDOT to extend Interstate 27 along the Ports-To-Plains Corridor south of Lubbock.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a resolution authorizing TxDOT to extend Interstate 27 along the Ports-To-Plains Corridor south of Lubbock. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION _____

A RESOLUTION SUPPORTING THE EXTENSION OF INTERSTATE 27 ALONG THE PORTS-TO-PLAINS CORRIDOR SOUTH OF LUBBOCK.

WHEREAS, Congress has already designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System; and

WHEREAS, the Texas Department of Transportation published an *Initial Assessment Report on the Extension of 1-27/Ports to Plains Corridor* in November, 2015 which stated: "The corridor will continue to be a critical link to state, national and international trade, growing population centers and critical energy and agricultural business sectors"; and

WHEREAS, according to the *Texas Freight Mobility Plan,* "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate"; and

WHEREAS, Texas has no major north-south interstate west of Interstate 35; and

WHEREAS, the *Texas Freight Mobility Plan* notes that further investment alone on 1-35 will not fix the problem saying, "The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports"; and

WHEREAS, the *Texas Freight Mobility Plan* goes on to recommend that TxDOT, "give additional consideration to the extension or designation of other interstate routes. Examples include 1-27 and upgrades to portions of US Highway 190 to interstate standards"; and

WHEREAS, the proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities; and

WHEREAS, the proposed extension of Interstate 27 intersects with Interstate 40, Interstate 20 and Interstate 1O; and

WHEREAS, the proposed extension of Interstate 27 will serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo; and

WHEREAS, the proposed extension of Interstate 27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry; and

WHEREAS, the proposed extension of Interstate 27 will also serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, sheep and goats and other commodities; and

WHEREAS, extending Interstate 27 in Texas is also a cost-effective option. The Texas Department of Transportation's *Initial Assessment Report on the Extension of 1-27/Ports to Plains Corridor* estimated that it would cost about $7 billion to upgrade the nearly 1,000 miles of the Ports-to- Plains Corridor from the northern tip of Texas to Laredo. To extend Interstate-27 approximately 500 miles from Lubbock to Laredo is projected to cost $5.2 billion. Compare that to the $4.8 billion it cost to rebuild 28 mile section of Interstate 35 east from Interstate 635 to U.S. Highway 380 in Dallas County; and

WHEREAS, an additional cost saving option is associated with the primarily east-west, recently designated, Interstate 14 which includes a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that segment to be jointly designated as Interstate 14 and Interstate 27; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base in rural West Texas; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of extending Interstate 27.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

Section I. That the City of Lamesa supports the extension of Interstate 27.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED AND APPROVED this 21st day of March, 2017.

ATTEST:

Norma Garcia
City Secretary

APPROVED:

Josh Stevens
Mayor

(SEAL)

Sample Press Release

Recognizing the long-term economic benefits for the region, the ***(Insert your entity's name here)*** passed a resolution supporting the extension of Interstate 27. The highway currently runs 124 miles between Lubbock and Amarillo. The Ports-to-Plains Corridor Coalition has created a committee of West Texas mayors and community leaders that is leading the effort to unite the region behind the initiative to extend I-27.

"Extending Interstate 27 is vitally important to the economic competitiveness of our region," said (***Insert entity chief officer's name here).*** "Interstate highways are critical to connect our businesses to other markets, help our businesses grow and to create new jobs in our community."

According to the Texas Freight Mobility Plan, "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate." An extended Interstate 27 is critical for the economic competitiveness of West Texas.

Texas does not have a major North-South interstate west of Interstate 35. Where Interstate 69 can serve as an alternative for freight moving to the northeast, an extended I-27 can be an I-35 relief route to the northwest.

The proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities. It will cross I-40, I-20 and I-10 and serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo. An extended I-27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry. Futhermore, it will serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, corn, grains, sheep and goats and other commodities.

Extending Interstate 27 in Texas is also a cost-effective option. A 2015 study from TxDOT estimated that it would cost about $7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend I-27 approximately 500 miles from Lubbock to Laredo is projected to cost $5.2 billion. Compare that to the $4.8 billion it cost to rebuild 28 mile section of I 35 E from I 635 to US 380 in Dallas County. And even though the recently designated Interstate 14 is primarily an east-west route, there is a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that stretch to be jointly designated as I-14 and I-27.

A future Interstate designation will be a significant new economic development tool for communities along the corridor. Manufacturers, warehousing and distribution will be drawn to the new Interstate. Travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also open. This will create much needed new jobs and expanded tax base in rural West Texas.

PORTS-TO-PLAINS
ALLIANCE
Securing the Benefits of Commerce to
North America's Energy & Agricultural Heartland

THE CASE FOR EXTENDING INTERSTATE 27

When the Ports-to-Plains Corridor Coalition originated in the mid-1990's it envisioned extending Interstate 27 to serve as a major corridor for NAFTA trade. Conditions at the time did not warrant expansion to interstate standards, and the coalition has worked to upgrade the corridor to four-lane divided with truck relief routes where needed. Those efforts have led to more than $1 billion in upgrades to the corridor. NAFTA trade and freight has grown dramatically and congestion in Texas' metropolitan areas has continued to increase. Considering the long-term proposal of upgrading the Ports-to-Plains Corridor in Texas to interstate standards, it is imperative to designate an extension of Interstate 27 to Laredo from its current end point in Lubbock.

Although completely upgrading the Ports-to-Plains Corridor to four-lane divided highway will be very beneficial, a full upgrade to interstate standards is important. According to the Texas Freight Mobility Plan, "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate." An extended Interstate 27 is critical for the economic competitiveness of West Texas.

Texas does not have a major North-South interstate west of Interstate 35. Where Interstate 69 can serve as an alternative for freight moving to the northeast, an extended I-27 can be an I-35 relief route to the northwest.

Undoubtedly NAFTA and increased trade with Mexico have had a tremendous impact on freight movement through Texas. Data published by the Bureau of Transportation Statistics show that the value of U.S. – Mexico trade and Texas-Mexico trade increased by 99.2% and 90.9% respectively between 2004 and 2015. That report showed that in 2015 U.S.-Mexico trade amounted to almost $513 billion. The office of the U.S. Trade Representative reports that in 2015 U.S. goods and services trade with Mexico totaled $583.6 billion. The Bureau of Transportation Statistics reported in 2015 that on average more than 85.7% of US-Mexico trade is transported by surface modes, and trucks move 82.8% of the value of U.S.-Mexico surface trade. Furthermore approximately 60% of U.S.-Mexico trade crossed at a Texas land port in 2015, with Laredo being far and away the largest land port and Eagle Pass ranked third in Texas.

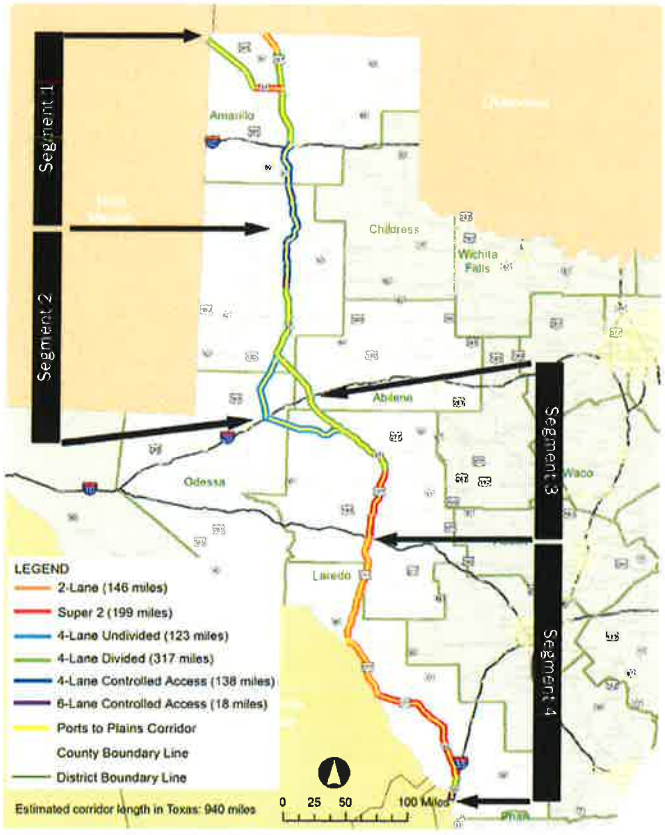
Same 2,000 Trucks After 7 Days

Much of that freight moves up I-35 and has led to a tremendous increase in congestion. The Interstate 35 segment through Travis County is the number 1 ranked corridor for truck congestion in the state. This truck congestion has a detrimental impact on the communities through which it passes.

Many of the counties through which I-35 passes experience higher frequencies of fatal and total crashes related to commercial motor vehicles than other counties. Several cities within the large metro regions served by the I-35 corridor do not currently abide with TCEQ and EPA 8-hour ozone standards.

The Texas Freight Mobility Plan notes that further investment alone on I-35 will not fix the problem. The Plan says, "The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports." It goes on to recommend that TxDOT, "give additional consideration to the extension or designation of other interstate routes. Examples include I-27 and upgrades to portions of U.S. 1-90 to interstate standards."

PROPOSED TEXAS I-27 EXTENSION



Map furnished by Texas Department of Transportation

The proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities. It will cross I-40, I-20 and I-10 and serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo. The Interstate will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry. Futhermore, it will serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, corn, grains, sheep and goats and other commodities.

Extending Interstate 27 in Texas is also a cost-effective option. A 2015 study from TxDOT estimated that it would cost about $7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend I-27 approximately 500 miles from Lubbock to Laredo is projected to cost $5.2 billion.

Compare that to the $4.8 billion it cost to rebuild 28 mile section of I-35 E from I-635 to U.S. 380 in Dallas County. And even though the recently designated Interstate 14 is primarily an east-west route, there is a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that stretch to be jointly designated as I-14 and I-27.

A future interstate designation will be a significant new economic development tool for communities along the corridor. Manufacturers, warehousing and distribution will be drawn to the new Interstate. Travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also open. This will create much needed new jobs and expanded tax base in rural West Texas.

Designation as a future interstate is the first step in a very long process before the completion of an interstate highway. The original designation of the current 124 mile Interstate 27 came in 1968. Construction did not begin until 1975 and was completed in 1992 at a cost of $453 million, at a time that transportation funding was much more adequate to meet demands. Extending I-27 approximately 500 miles from Lubbock to Laredo will certainly take much more time and money. That is why it is so important to take that first step now and designate an extension of Interstate 27 to Laredo. The state has significant demands for a very limited transportation budget, but that does not lessen the importance of extending Interstate 27.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 16**

SUBJECT: **APPROVAL OF AGREEMENT FOR MONITORING WELLS TO BE PLACED CITY RIGHT OF WAY**

PROCEEDING Approval

SUBMITTED BY: City Staff

SUMMARY STATEMENT

City Council to approve a resolution authorizing Ranger Environmental working on behalf of TCEQ to place two monitoring wells in the City alley between S. 1st and S. 2nd between S. Lynn and S. Dallas.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to a resolution to authorize Ranger Environmental working on behalf of TCEQ to place two monitoring wells in the City alley between S. 1st and S. 2nd between S. Lynn and S. Dallas. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

RANGER
ENVIRONMENTAL SERVICES, INC.

February 22, 2017

Re: **REQUEST FOR ACCESS TO CITY OF LAMESA RIGHT-OF-WAY**

To Whom It May Concern:

Ranger Environmental Services, Inc. (Ranger) is currently under contract with the Texas Commission on Environmental Quality (TCEQ) to conduct site investigation activities in response to a historic gasoline release at the former fueling facility (SITE) listed below:

S&C Oil Company #211
211 S. Dallas Ave.
Lamesa, Texas 79331
LPST ID No.: 92112

As part of the site investigation activities to monitor this release, the TCEQ has requested that Ranger install five additional monitor wells. The purpose of the well installation is to collect representative groundwater samples in an attempt to delineate the extent of subsurface groundwater contamination. Attached to this letter is the approved TCEQ Work Order (Task 2) requesting the installation of the additional monitor wells.

If an effort to complete the monitor well installation requests, Ranger has attempted to secure private property access to install these five wells. We have secured access to install two of the five monitor wells; however, we were declined access to the other three private property locations. Due to the denial of access, Ranger is respectfully requesting your consent to access the City of Lamesa right-of-way (ROW) in order to install three monitor wells in accordance with Proposed Scope of Work listed further below. Please note that all costs associated with the below Proposed Scope of Work will be borne by the TCEQ (i.e. - State of Texas).

The three monitor wells that Ranger is requesting access to the City of Lamesa ROW would be placed at the following locations and approximate latitude/longitude:

Proposed Monitor Well 17 (PMW-17)
Located approximately 40 feet north of the South 2nd Street and South Main Avenue intersection, along the eastern side of Main Avenue. GPS coordinates are approximately (Latitude/Longitude) 32.731353°, -101.951144°.

Proposed Monitor Well 20 (PMW-20)
Located approximately 20 feet west of Highway 180 and along the northern side of the alley between South 2nd Street and South 3rd Street. GPS coordinates are approximately (Latitude/Longitude) at 32.731120°, -101.948760°.

Proposed Monitor Well 21 (PMW-21)
Located approximately 33 feet east of the South 3rd Street and South Dallas Avenue intersection, along the northern side of South 3rd Street. GPS coordinates are approximately (Latitude/Longitude) at 32.730453°, -101.949453°.

Find attached to this letter a Google Earth map which illustrates the following:

1) SITE location;
2) Proposed location for each monitor well Ranger is requesting in the City of Lamesa ROW;
3) Proposed location of the two monitor wells Ranger was able to secure site access from private property owners; and
4) Three properties Ranger was denied private property access.

PROPOSED SCOPE OF WORK

Monitor Well Installation

The presence of petroleum contamination has been documented in the soil and groundwater at the SITE. As part of the corrective action process, the TCEQ requires that the horizontal extent of impacted groundwater be defined.

Prior to any drilling activities, a utility one-call will be performed. In addition, we will meet with you or any of your representatives to ensure that no City of Lamesa utility lines are endangered by the drilling operations. Access to the drilling areas will be cordoned off with safety cones and/or warning tape. Ranger and the subcontracted State of Texas licensed drilling firm will be working under a site-specific health and safety plan. The well installation operations will be conducted in a manner so as to minimize any disruptions to City of Lamesa daily operations.

The proposed monitor wells will be drilled to approximately 90 feet below ground surface, and constructed of two-inch diameter schedule 40 PVC pipe. The wells are completed flush to the ground with a metal bolt down man-way cover to allow both pedestrian and vehicular crossings. Attached is a copy of a typical monitoring well construction diagram for the existing wells associated with the SITE as well as photographs of the monitor well installation process and completion.

Upon completion of the well installation process, all soils generated during the drilling process will be containerized in 55-gallon drums and properly disposed of. The area surrounding the wells will be swept to remove any remaining loose soil. The entire monitoring well installation process generally takes approximately 2 to 5 hours (barring no unforeseen issues). Copies of all testing reports, construction diagram and related documents for the wells to be installed will be provided to you upon request.

Groundwater Monitoring

Upon completion of the well installation activities, groundwater samples and water level measurements will be periodically collected from the installed monitoring wells, as required by the TCEQ. The TCEQ typically requires monitoring wells to be sampled on a quarterly basis (once every three months) until project closure. Thus, it is presently anticipated that the proposed monitoring wells will be accessed and sampled on a quarterly basis, until such time that the TCEQ issues a closure letter for the remediation project associated with the SITE.

Monitor Well Plugging and Abandonment

Upon TCEQ regulatory closure of the SITE leaking petroleum storage tank (LPST) case, the monitor wells in the City of Lamesa ROW will be properly plugged and abandoned by a licensed State of Texas well driller in accordance with the requirements of Texas Administrative Code, Chapter 76. Prior to conducting this activity, we will meet with you or your representative to discuss and schedule the well plugging operations.

Ranger sincerely appreciates your consideration of this request for access to the City of Lamesa ROW. Should you have any questions or need any additional information, please do not hesitate to contact me at 512-335-1785 ext. 28.

Sincerely,

RANGER ENVIRONMENTAL SERVICES, INC.

Max Cook, CAPM
Senior Program Manager

R.M. Airey, Jr., P.E., P.G.
Senior Engineer

Attachments – TCEQ Work Order
Google Earth Map
Typical Well Construction Diagram & Monitor Well Log
Photographs of Typical Well Installation Activities

TCEQ WORK ORDER

Contract No.: 582-14-40651
Contract PCR No.: 40651
Site No.: 092112
Site Name: S & C Oil Company Service Station

W.O. No.: 317-0020
W.O. PCR No.: 71149
W.O. Amendment No.: 0

Texas Commission on Environmental Quality

Remediation Division

Work Order Initiation Form
Payable

I. WORK ORDER INITIATION

A. Phase: Remedial Action

B. Period of Performance: From: 9/1/16 To: 8/31/17

C. Contractor: RANGER ENVIRONMENTAL SERVICES INC
Contract Type: PST Site Activities

D. Contract Funding: Year: 2017
Fund No.: 6550
PCA: 04412

Previous W.O. Budget: $0.00
Amount of Amendment or W.O.: $114,553.46
Current Total for THIS W.O.: $114,553.46

New Total for ALL WORK ORDERS Obligated in this Contract : (as of Date 10/13/16) $871,861.03

Total BUDGET for This Contract: $2,500,000.00

E. Index No.: 04451 - PST/DCRP

F. Date of Commission/ED Approval of Contract: 9/1/13

G. TCEQ Project Manager: Saul Garza

II. APPROVAL OF WORK ORDER

A. Section Manager Joyce Sinta Date 10/14/16MAB 10/13/16

BRENT WADE CA

Contract No. 582-14-40651
Contract PCR No. 40651
W.O. No. 317-0020
W.O. PCR No. 71149
Amendment No. 0

WORK ORDER

Phase:	Remedial Action	FY:	2017
Site:	S & C Oil Company Service Station / Lamesa	Fund:	6550
Site No.:	092112	PCA Code:	04412
Period of Performance:	From: 9/1/16 To: 8/31/17		

GENERAL

This Work Order, which is a Fixed Unit Price Work Order, is entered into as of the date of the last signature on the Work Order Initiation Form by and between the independent contractor RANGER ENVIRONMENTAL SERVICES INC (herein termed the "CONTRACTOR") and the Texas Commission on Environmental Quality (herein termed "TCEQ"). This Work Order is subject to the CONTRACT for Work (herein termed the "CONTRACT") entered into by the CONTRACTOR and the TCEQ as of the effective date of the CONTRACT, and is a part of that CONTRACT and incorporated therein by reference for all purposes. This Work Order is subject to any amendments, modifications, or supplements to the CONTRACT, whether issued before or after this Work Order, and are incorporated as part of this Work Order for all purposes. Exhibits "A" & "B" of the Work Order are attached to this Work Order and incorporated as part of this Work Order for all purposes. Any amendments, modifications, supplements to the Agreement, whether issued before or after this Work Order. Exhibits "A" & "B" are attached to this Work Order and incorporated as part of this Work Order for all purposes. Any amendments, modifications or supplements issued to this Work Order shall be made a part of this Work Order as provided therein.

SCOPE OF SERVICES

The Scope of Services for this Work Order and the associated unit costs and extensions are listed in Exhibit A of this Work Order. The CONTRACTOR shall provide all services and the necessary personnel, materials, equipment, and facilities required to complete the tasks indicated in the Scope of Services according to the Specifications for those tasks which are listed in the CONTRACT.

CONFLICT OF INTEREST

If this is the first Work Order initiated at this site under this contract during the State fiscal year in which this Work Order is issued, then the completed CONFLICT OF INTEREST CERTIFICATION BY PERFORMING PARTY form shall be attached as Exhibit B of this Work Order.

SUBCONTRACTOR UTILIZATION

Each Work Plan for a Work Order or Work Order Amendment shall include a listing of all subcontractor(s) proposed to be utilized for Work. The Contractor shall notify the TCEQ Project

Manager of any subcontractor(s) proposed to be utilized which are not on the HUB Subcontracting Plan approved by TCEQ for this CONTRACT.

UNUSED FUNDS

Upon becoming aware that funding for pay items approved in this Work Order will not be used, the Contractor shall immediately notify the TCEQ Project Manager.

WORK ORDER CREATION

Saul Garza created the work order on 9/27/16 for facility S & C Oil Company Service Station with site number 092112 located at 211 S Dallas Ave, Lamesa.

PURPOSE

The purpose of this Work Order is to provide authorization to the contractor, Ranger Environmental, to conduct a receptor survey/water well inventory, offsite access, monitor well installation, groundwater gauging, groundwater monitoring, and mobile dual phase extraction (MDPE) at the above referenced Leaking Petroleum Storage Tank (LPST) site in accordance with the Work Order Proposal dated September 23, 2016.

SCHEDULE: Work should be initiated immediately upon receipt of this Work Order. All reports are to be submitted in final form within 45 days of the completion of the work.

PAYMENT: Payment for work may be requested following the submittal and approval of the Receptor Survey Report, Assessment Report Form Addendum, Annual Groundwater Monitoring Report, and MDPE Report. The reports must be accurate and complete to be considered acceptable. Signed copies of timesheets, complete with description of services performed, will be required for invoicing labor hours.

1 - Receptor Survey

SCOPE: This Work Order authorizes the Contractor to conduct an updated receptor survey in accordance with the Work Plan dated September 23, 2016.

SCHEDULE: The receptor survey will be completed by May 2017.

Item	Unit	Unit Price	----Additional---- Quantity	Price
13-1	PER SURVEY	$1,950.00	1	$1,950.00
	Receptor Survey and Exposure Pathway Identification			
25-6	PER HOUR	$60.00	5	$300.00
	Field Technician - 60.00			
29-1	PER MILE	$0.54	106	$57.24
	Light Vehicle Mileage - 0.54			

30-1	PER DIEM	$143.00	3	$429.00
	Meals and Lodging			
		Sub-total:	**$2,736.24**	

2 - Obtain Offsite Access and Install Five Monitor Wells

SCOPE: This Work Order Authorizes the Contractor to determine property ownership, obtain off-site access, and install five monitor wells in accordance with the Work Plan dated September 23, 2016.

SCHEDULE: The installation of the monitoring wells will be completed by February 2017.

Item	Unit	Unit Price	----Additional---- Quantity	Price
1-14	PER FOOT	$39.00	450	$17,550.00
	AIR Boring with 6 inch or less diameter; 0 to 100 foot total depth			
2-2	PER FOOT	$30.00	450	$13,500.00
	Well Installation-2 inch diameter			
2-9	PER FOOT	$8.50	150	$1,275.00
	Adder-Well screen greater than 20 feet			
5-1	PER WELL	$30.00	5	$150.00
	Well Gauging			
6-1	PER SAMPLE	$40.00	1	$40.00
	Soil/Sediment Sample Collection			
6-5	PER WELL	$118.00	5	$590.00
	Purge and Sample Collection from Monitoring Well-Up to 100 feet total depth			
8-2	PER SAMPLE	$50.00	1	$50.00
	Soil, TPH (TCEQ-1005)			
8-5	PER SAMPLE	$46.00	1	$46.00
	Soil, BTEX + MTBE (EPA 8260/5035)			
8-6	PER SAMPLE	$130.00	1	$130.00
	Soil, PAH (Low-Level Analysis/ EPA 8270)			
8-10	PER SAMPLE	$50.00	5	$250.00
	Water, TPH (TCEQ-1005)			
8-14	PER SAMPLE	$46.00	5	$230.00
	Water, BTEX + MTBE (EPA 8260)			
8-16	PER SAMPLE	$138.00	1	$138.00
	Water, PAH (Low-Level Analysis/EPA 8270)			
23-11	PER DRUM	$101.00	22	$2,222.00
	Disposal of Petroleum Substance Waste (Soil) TPH < or equal to 1500 ppm; Benzene (TCLP) < 0.5 mg/l; Lead (TCLP) <1.5 mg/l			

23-14	PER GALLON	$1.01	100	$101.00
Recycle/Dispose of Contaminated Liquids using a Vacuum Truck - 1.01				
24-13	PER REPORT	$985.00	1	$985.00
Assessment Report Form (ARF) Addendum				
25-2	PER HOUR	$110.00	20	$2,200.00
Project Manager (CAPM)				
25-4	PER HOUR	$88.00	2	$176.00
Geoscientist				
25-6	PER HOUR	$60.00	2	$120.00
Field Technician - 60.00				
29-1	PER MILE	$0.54	212	$114.48
Light Vehicle Mileage - 0.54				
29-5	PER MILE	$1.85	372	$688.20
Stake Bed Truck - 1.85				
29-5	PER MILE	$1.85	500	$925.00
Stake Bed Truck - 1.85				
29-6	PER MILE	$3.00	372	$1,116.00
Drill Rig/Direct Push Rig - 3.00				
29-9	PER MILE	$0.50	500	$250.00
Trailer Mileage - .50				
29-9	PER MILE	$0.50	372	$186.00
Trailer Mileage - .50				
30-1	PER DIEM	$143.00	11	$1,573.00
Meals and Lodging - 1				
		Sub-total:	**$44,605.68**	

3 - Groundwater Gauging

SCOPE: This Work Order authorizes the Contractor to conduct groundwater gauging events in accordance with the Work Plan Proposal dated September 23, 2016.

SCHEDULE: The three groundwater gauging events will be completed as follows: first event by November 2016; second event by February 2017; and the third event by May 2017.

Item	Unit	Unit Price	----Additional---- Quantity	Price
5-1	PER WELL	$30.00	61	$1,830.00
Well Gauging				
24-15	PER TABLE	$302.00	3	$906.00
Table-Groundwater Elevation and NAPL Thickness				

25-6	PER HOUR	$60.00	4	$240.00
Field Technician				
29-1	PER MILE	$0.54	212	$114.48
Light Vehicle Mileage - 0.54				
30-1	PER DIEM	$143.00	3	$429.00
Meals and Lodging				
		Sub-total:	**$3,519.48**	

4 - Groundwater Monitoring

SCOPE: This Work Order authorizes the Contractor to conduct groundwater monitoring in accordance with the Work Plan Proposal dated September 23, 2016.

SCHEDULE: Annual groundwater monitoring will be completed by August 2017.

Item	Unit	Unit Price	----Additional---- Quantity	Price
5-1	PER WELL	$30.00	22	$660.00
Well Gauging				
6-5	PER WELL	$118.00	22	$2,596.00
Purge and Sample Collection from Monitoring Well-Up to 100 feet total depth				
8-10	PER SAMPLE	$50.00	22	$1,100.00
Water, TPH (TCEQ-1005)				
8-14	PER SAMPLE	$46.00	25	$1,150.00
Water, BTEX + MTBE (EPA 8260)				
8-16	PER SAMPLE	$138.00	1	$138.00
Water, PAH (Low-Level Analysis/EPA 8270)				
23-14	PER GALLON	$1.01	250	$252.50
Recycle/Dispose of Contaminated Liquids using a Vacuum Truck - 1.01				
24-6	PER REPORT	$1,183.00	1	$1,183.00
Groundwater Monitoring Report (GMR)				
24-8	PER REPORT	$359.00	1	$359.00
Exit Criteria Evaluation Report				
25-6	PER HOUR	$60.00	4	$240.00
Field Technician				
29-1	PER MILE	$0.54	106	$57.24
Light Vehicle Mileage - 0.54				
29-3	PER MILE	$3.00	344	$1,032.00
Vacuum Truck - 3.00				
30-1	PER DIEM	$143.00	4	$572.00

Meals and Lodging				
		Sub-total:		**$9,339.74**

5 - Mobil Dual-Phase Extraction

SCOPE: This Work Order authorizes the Contractor to conduct three 48-hour MDPE events at the above referenced LPST site in accordance with the Work Order Proposal dated September 23, 2016.

SCHEDULE: The three MDPE events will be completed as follows: first event by January 2017; second event by April 2017; and the third event by July 2017.

Item	Unit	Unit Price	----Additional---- Quantity	Price
6-10	PER SAMPLE	$48.00	9	$432.00
Vapor/Ambient Air Sample Collection-Passive Dosimeter, Sorbent Tube, TedlarTM Bag (or Equivalent)				
8-22	PER SAMPLE	$80.00	3	$240.00
Vapor/Ambient Air, BTEX + MTBE GC (EPA 8021)				
8-23	PER SAMPLE	$80.00	9	$720.00
Vapor/Ambient Air, TPH GC (EPA 8015-GRO)				
19-11	PER 48-HOUR EVENT	$10,709.00	3	$32,127.00
MDPE-Oxidizer with Offsite Disposal				
23-14	PER GALLON	$1.01	12000	$12,120.00
Recycle/Dispose of Contaminated Liquids using a Vacuum Truck - 1.01				
25-6	PER HOUR	$60.00	6	$360.00
Field Technician				
25-9	PER HOUR	$41.00	6	$246.00
Laborer and Security Guard				
27-1	PER DAY	$62.00	12	$744.00
Storage Tank, 5,000 gallon-minimum				
29-1	PER MILE	$0.54	318	$171.72
Light Vehicle Mileage - 0.54				
29-3	PER MILE	$3.00	1032	$3,096.00
Vacuum Truck - 3.00				
29-5	PER MILE	$1.85	696	$1,287.60
Stake Bed Truck - 1.85				
29-9	PER MILE	$0.50	318	$159.00
Trailer Mileage - .50				
30-1	PER DIEM	$143.00	18	$2,574.00
Meals and Lodging				

31-3	REIMBURSABLE	N/A	N/A	$75.00
	Sample Shipping Cost - 25.00			
		Sub-total:	**$54,352.32**	

Exhibit A - WORK ORDER SCOPE OF SERVICES

W.O. Date: 9/1/16

W.O. No.: 317-0020

W.O. PCR No.: 71149

Contract Number: 582-14-40651

Contract PCR Number: 40651

Price List Used: FY 2017

Item	Unit Price	----Previous----		----Additional----		----Total----	
		Quantity	Price	Quantity	Price	Quantity	Price
1-14	$39.00	0	$0.00	450	$17,550.00	450	$17,550.00
AIR Boring with 6 inch or less diameter; 0 to 100 foot total depth							
2-2	$30.00	0	$0.00	450	$13,500.00	450	$13,500.00
Well Installation-2 inch diameter							
2-9	$8.50	0	$0.00	150	$1,275.00	150	$1,275.00
Adder-Well screen greater than 20 feet							
5-1	$30.00	0	$0.00	88	$2,640.00	88	$2,640.00
Well Gauging							
6-1	$40.00	0	$0.00	1	$40.00	1	$40.00
Soil/Sediment Sample Collection							
6-5	$118.00	0	$0.00	27	$3,186.00	27	$3,186.00
Purge and Sample Collection from Monitoring Well-Up to 100 feet total depth							
6-10	$48.00	0	$0.00	9	$432.00	9	$432.00
Vapor/Ambient Air Sample Collection-Passive Dosimeter, Sorbent Tube, TedlarTM Bag (or Equivalent)							
8-2	$50.00	0	$0.00	1	$50.00	1	$50.00
Soil, TPH (TCEQ-1005)							
8-5	$46.00	0	$0.00	1	$46.00	1	$46.00
Soil, BTEX + MTBE (EPA 8260/5035)							
8-6	$130.00	0	$0.00	1	$130.00	1	$130.00
Soil, PAH (Low-Level Analysis/ EPA 8270)							
8-10	$50.00	0	$0.00	27	$1,350.00	27	$1,350.00
Water, TPH (TCEQ-1005)							
8-14	$46.00	0	$0.00	30	$1,380.00	30	$1,380.00
Water, BTEX + MTBE (EPA 8260)							
8-16	$138.00	0	$0.00	2	$276.00	2	$276.00
Water, PAH (Low-Level Analysis/EPA 8270)							
8-22	$80.00	0	$0.00	3	$240.00	3	$240.00
Vapor/Ambient Air, BTEX + MTBE GC (EPA 8021)							
8-23	$80.00	0	$0.00	9	$720.00	9	$720.00

Vapor/Ambient Air, TPH GC (EPA 8015-GRO)							
13-1	$1,950.00	0	$0.00	1	$1,950.00	1	$1,950.00
Receptor Survey and Exposure Pathway Identification							
19-11	$10,709.00	0	$0.00	3	$32,127.00	3	$32,127.00
MDPE-Oxidizer with Offsite Disposal							
23-11	$101.00	0	$0.00	22	$2,222.00	22	$2,222.00
Disposal of Petroleum Substance Waste (Soil) TPH < or equal to 1500 ppm; Benzene (TCLP) < 0.5 mg/l; Lead (TCLP) <1.5 mg/l							
23-14	$1.01	0	$0.00	12350	$12,473.50	12350	$12,473.50
Recycle/Dispose of Contaminated Liquids using a Vacuum Truck							
24-6	$1,183.00	0	$0.00	1	$1,183.00	1	$1,183.00
Groundwater Monitoring Report (GMR)							
24-8	$359.00	0	$0.00	1	$359.00	1	$359.00
Exit Criteria Evaluation Report							
24-13	$985.00	0	$0.00	1	$985.00	1	$985.00
Assessment Report Form (ARF) Addendum							
24-15	$302.00	0	$0.00	3	$906.00	3	$906.00
Table-Groundwater Elevation and NAPL Thickness							
25-2	$110.00	0	$0.00	20	$2,200.00	20	$2,200.00
Project Manager (CAPM)							
25-4	$88.00	0	$0.00	2	$176.00	2	$176.00
Geoscientist							
25-6	$60.00	0	$0.00	21	$1,260.00	21	$1,260.00
Field Technician							
25-9	$41.00	0	$0.00	6	$246.00	6	$246.00
Laborer and Security Guard							
27-1	$62.00	0	$0.00	12	$744.00	12	$744.00
Storage Tank, 5,000 gallon-minimum							
29-1	$0.54	0	$0.00	106	$57.24	106	$57.24
Light Vehicle Mileage							
29-1	$0.54	0	$0.00	212	$114.48	212	$114.48
Light Vehicle Mileage							
29-1	$0.54	0	$0.00	106	$57.24	106	$57.24
Light Vehicle Mileage							
29-1	$0.54	0	$0.00	318	$171.72	318	$171.72
Light Vehicle Mileage							
29-1	$0.54	0	$0.00	212	$114.48	212	$114.48
Light Vehicle Mileage							
29-3	$3.00	0	$0.00	1376	$4,128.00	1376	$4,128.00

29-5 Stake Bed Truck	$1.85	0	$0.00	1568	$2,900.80	1568	$2,900.80
29-6 Drill Rig/Direct Push Rig	$3.00	0	$0.00	372	$1,116.00	372	$1,116.00
29-9 Trailer Mileage	$0.50	0	$0.00	1190	$595.00	1190	$595.00
30-1 Meals and Lodging	$143.00	0	$0.00	39	$5,577.00	39	$5,577.00
31-3 Sample Shipping Cost	N/A	N/A	$0.00	N/A	$75.00	N/A	$75.00
Current W.O. Total:			$0.00		$114,553.46		$114,553.46

Exhibit B

CONFLICT OF INTEREST
CERTIFICATION BY PERFORMING PARTY

Contract No.: 582-14-40651
Contract PCR No.: 40651
W.O. No.: 317-0020
W.O. PCR No.: 71149

Site No.: 092112
Site Name: S & C Oil Company Service Station
Site County: Dawson
TCEQ PM: Saul Garza

In accordance with the Conflict of Interest Article(s) of the above indicated CONTRACT, and 40 C.F.R.§ 35.6559(b) where required, the PERFORMING PARTY hereby discloses by signing and submitting this Exhibit B, which is incorporated herein for all purposes:
1) information on the status of the PERFORMING PARTY, its parent companies, subsidiaries, affiliates, and subcontractors as potentially responsible parties at the above indicated Site; and
2) information on any past, present, or future services performed or anticipated to be performed at the above indicated Site by the PERFORMING PARTY, its parent companies, subsidiaries, affiliates, subcontractors or other agents or associates for any and all potentially responsible parties, or their parent companies, subsidiaries, affiliates, subcontractors and current clients or attorneys and agents; and
3) information on the past, present, or anticipated financial, legal, and business relationships (including services related to any proposed or pending litigation) of the PERFORMING PARTY, its parent companies, subsidiaries, affiliates, subcontractors or other agents or associates with any and all potentially responsible parties at the above Site, or their parent companies subsidiaries, affiliates, subcontractors and current clients or attorneys and agents.

The PERFORMING PARTY hereby certifies that to the best of its knowledge and belief, by signing and submitting this Exhibit B, all such conflict of interest information relating to the above described Site has been either:
1) disclosed in Attachment A by completing, signing and submitting Attachment A with this Exhibit B, or
2) certified that no such information exists by initialing the signature block line titled NONE, and completing, signing and submitting this Exhibit B.

The PERFORMING PARTY hereby further certifies that it will provide continuing disclosure of any such conflict of interest or potential conflict of interest information. Should there be a change in circumstance which would modify the information supplied herein, the PERFORMING PARTY shall modify such information in writing as a supplement to Attachment A to this Exhibit B and submitting such supplement within 10 days of such change.

NONE: _____
(initials)

_____
COMPANY NAME

By: _____
(Signature)

Title: _____
(Principal or Officer)

Date: _____

Please Choose:
Primary Contractor: YES / NO
Lower Tier Subcontractor: YES / NO

Attachment A to Exhibit B

CONFLICT OF INTEREST
CERTIFICATION BY PERFORMING PARTY

Contract No.: 582-14-40651	Site No.: 092112
Contract PCR No.: 40651	Site Name: S & C Oil Company Service Station
W.O. No.: 317-0020	Site County: Dawson
W.O. PCR No.: 71149	TCEQ PM: Saul Garza

In accordance with Conflict of Interest Article(s), of the above indicated CONTRACT, the PERFORMING PARTY, by listing such information below, hereby certifies that to the best of its knowledge and belief, all conflict of interest information relating to the above indicated Site has been disclosed in Attachment A to this exhibit as shown below:

1) _____
2) _____
3) _____
4) _____
5) _____

(attach additional sheets if necessary)

_____
COMPANY NAME

By: _____
(Signature)

Title: _____
(Principal or Officer)

Date: _____

In accordance with the Conflict of Interest Article(s) of the above indicated CONTRACT, the PERFORMING PARTY shall acknowledge receipt of the above indicated Work Order by following the instructions provided below:
1) Complete and sign (blue ink) one copy of this CONFLICT OF INTEREST CERTIFICATION FORM;
2) Using a high resolution color scanner, scan the completed and signed FORM as a PDF format file; and
3) Within 10 calendar days upon receipt of the above indicated Work Order, return the PDF file of the completed and signed FORM to TCEQ via email to: RMDWO@tceq.texas.gov, with subject line formatted as shown below and indicating **"Contract No./WO No./COI". [Example: 582-11-99999/299-0016/COI]**
If access to a high resolution color scanner is not available, then **PRINT, COMPLETE AND SIGN** (blue ink) one copy of this CONFLICT OF INTEREST CERTIFICATION FORM and return the signed FORM to the TCEQ, using any method of physical transmittal which will ensure delivery as soon as practical, and within 10 calendar days following receipt of the above indicated Work Order, to the following address:

TCEQ Remediation Division
Fiscal, Administrative & Contract Support Section
Attn: RMDWO
MC 102
PO Box 13087
Austin, TX 78711-3087

GOOGLE EARTH MAP

- APPROVED MONITOR WELL ON PRIVATE PROPERTY
- PROPOSED MONITOR WELL IN CITY OF LAMESA ROW
DENIED ACCESS
GILBERT TEJADA
211 S Dallas Ave
SITE
S Main Ave
S Dallas Ave
S 2nd St
87
© 2016 Google

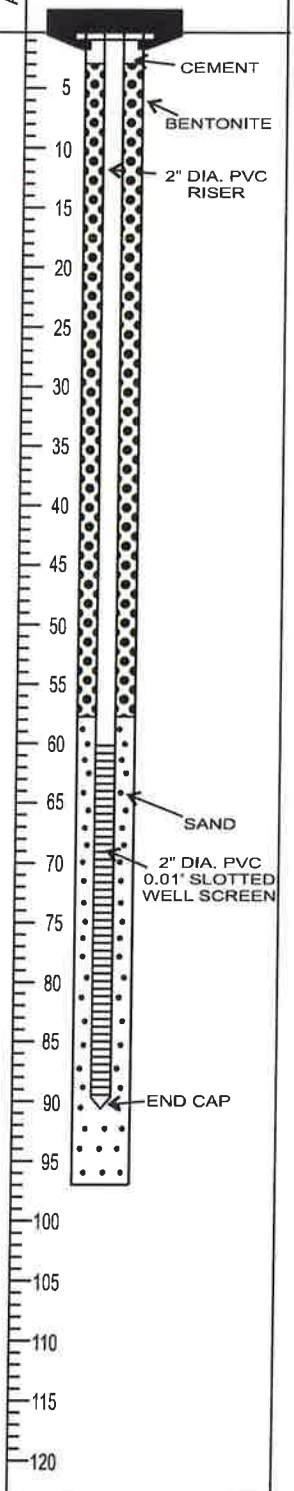
TYPICAL WELL CONSTRUCTION DIAGRAM & MONITOR WELL LOG

RANGER ENVIRONMENTAL SERVICES, INC.

LOG OF SOIL BORING / MONITOR WELL NO. MW-11R

DEPTH	STRATIGRAPHY	USCS SYMBOL	LITHOLOGIC DESCRIPTION	ODOR	VISIBLE	PID/OVM		SUBMITTED FOR ANALYSIS
5			CLAYEY SILTY SAND, very fine to fine grained, caliche inclusions, tan to reddish-brown, dry	N	N	0		
10				N	N	0		
15				N	N	0		
20			- Abundant caliche	N	N	0		
25				N	N	0		
30				N	N	0		
35		SM		N	N	0		
40				N	N	0		
45				N	N	0		
50			- Abundant caliche	N	N	0		
55				N	N	0		
60				N	N	0		
65				N	N	0		
70			- Moist at 70' and below	N	N	0		
75				N	N	0.3	▽	
80		SW	GRAVELLY SILTY SAND, fine to coarse grained, moist, brown	N	N	0.1		
85				N	N	0		
90		SM	SILTY SAND, fine to coarse grained, caliche inclusions, tan to reddish-brown, moist	N	N	0.2		
95				N	N	0		
100			Total Depth = 97 feet					
105								
110								
115								
120								

MONITOR WELL COMPLETION



Client: TCEQ	Project Number: 51-102
	▼ - Static Water Level ▽ - Water Level Encountered During Drilling
GPS: 32.73148° N, 101.94913° W	Drilling Method: Air Rotary
Project Location: S&C Oil Co. 211 S. Dallas, Ave, Lamesa, Texas	Total Depth in feet: Well Depth - 90.5' Boring Depth - 97
Date: 5/31/2016	Driller: Peterson Drilling & Testing

STATE OF TEXAS
PATRICK K. ERIN
GEOLOGY
3039
LICENSED
PROFESSIONAL GEOSCIENTIST

6/8/2016

* This Log should not be used separate from the attached report

STATE OF TEXAS WELL REPORT for Tracking #424541

Owner:	**T.C.E.Q.**	Owner Well #:	**MW-11R**
Address:	**P.O. Box 13087 Austin, TX 78711**	Grid #:	**28-17-2**
Well Location:	**211 S. Dallas Ave. Lamesa, TX 79331**	Latitude:	**32° 43' 53.28" N**
		Longitude:	**101° 56' 56.94" W**
Well County:	**Dawson**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **5/31/2016** Drilling End Date: **5/31/2016**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**6**	**0**	**97**

Drilling Method: **Air Rotary**

Borehole Completion: **Filter Packed**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**58**	**97**	**Sand**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**2**	**Cement 1 Bags/Sacks**
	2	**58**	**Bentonite 23 Bags/Sacks**

Seal Method: **Tremie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed** **Surface Completion by Driller**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

	Strata Depth (ft.)	Water Type
Water Quality:	**No Data**	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Peterson Drilling & Testing, Inc.**

P.O. Box 30699
Amarillo, TX 79120

Driller Name: **Lee Peterson** License Number: **3045**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	75	Tan to Reddish Brown Clayey Silty Sand
75	85	Brown Gravelly Silty Sand
85	97	Tan to Reddish Brown Silty Sand

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia (in.)	Type	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
2	Blank	New Plastic (PVC)	40	0	60
2	Screen	New Plastic (PVC)	40 0.010	60	90
2	End Cap	New Plastic (PVC)	40	90	90.5

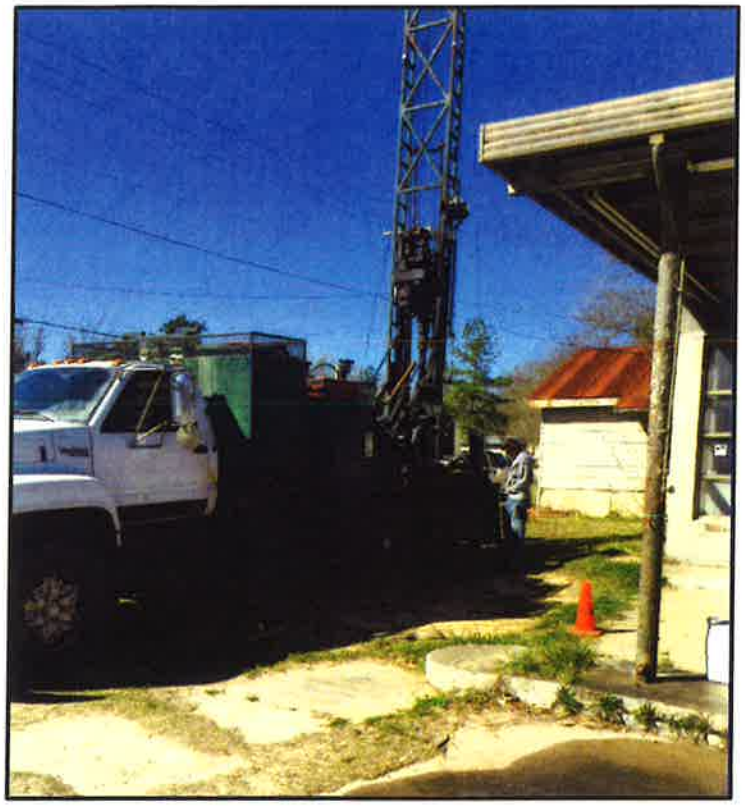
IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

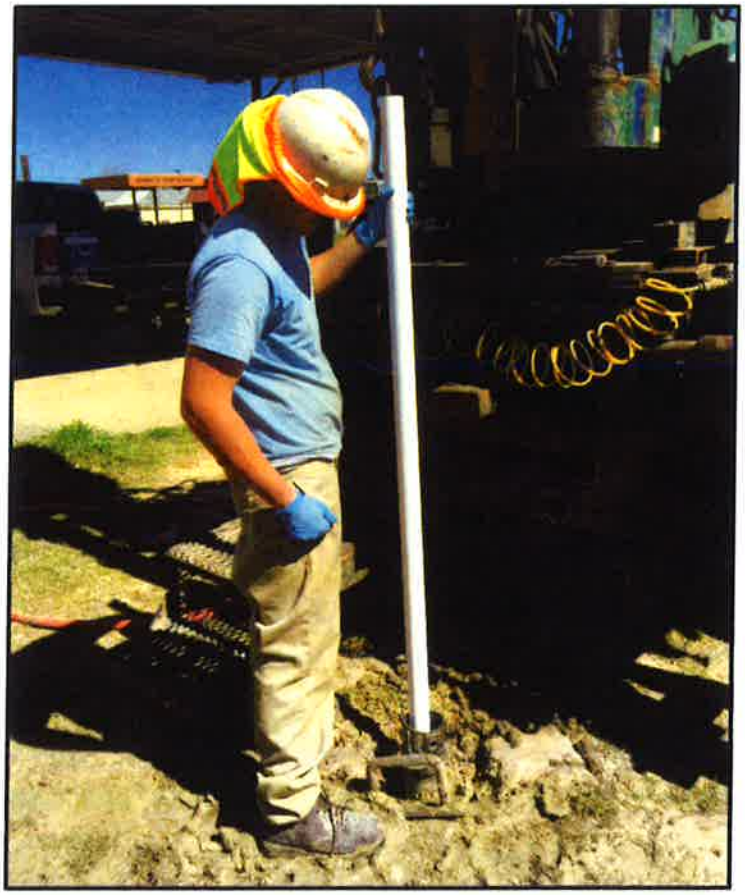
Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 463-7880

PHOTOGRAPHS OF WELL INSTALLATION ACTIVITIES



Typical drill rig drilling a soil boring/monitor well.

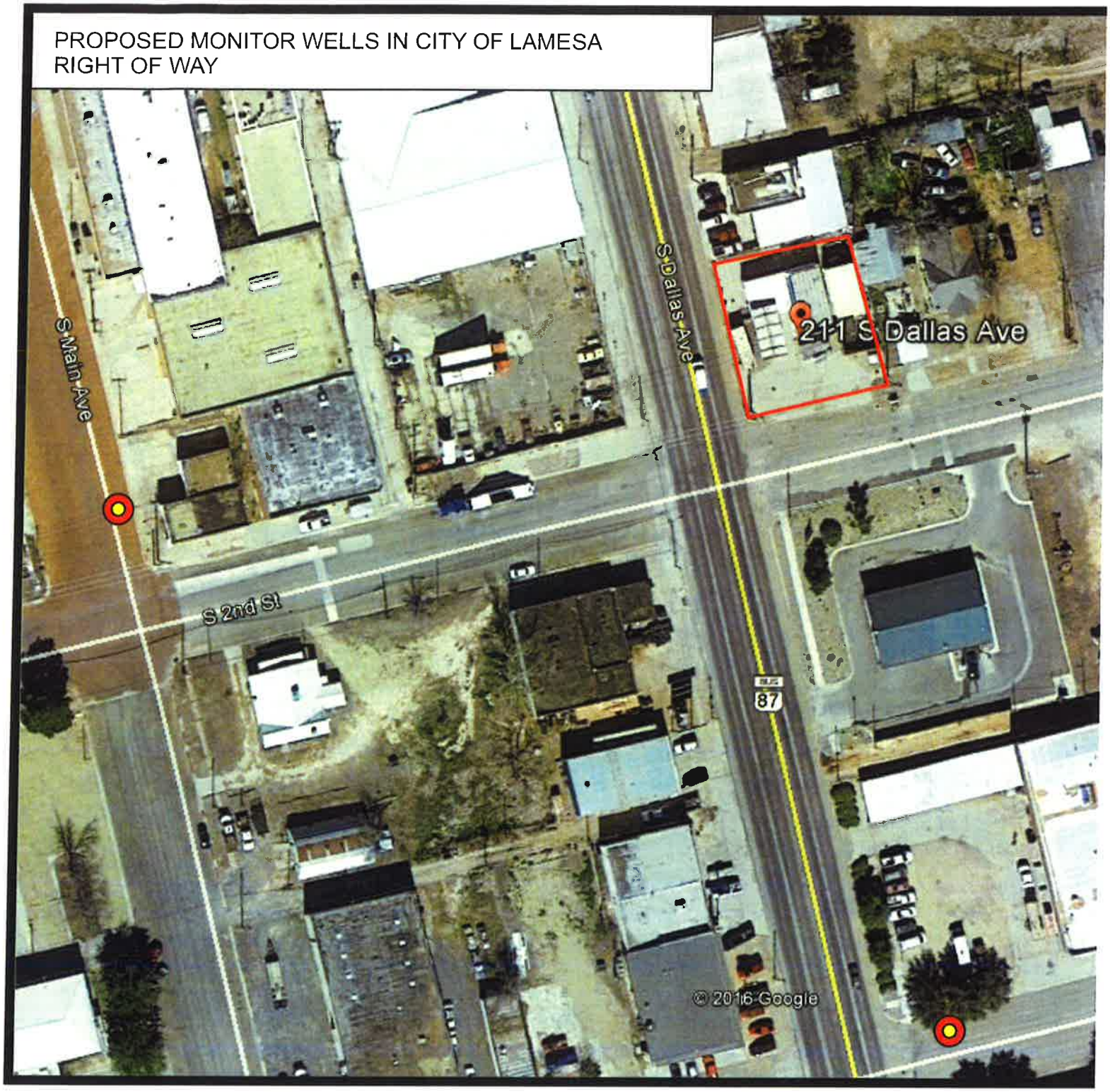


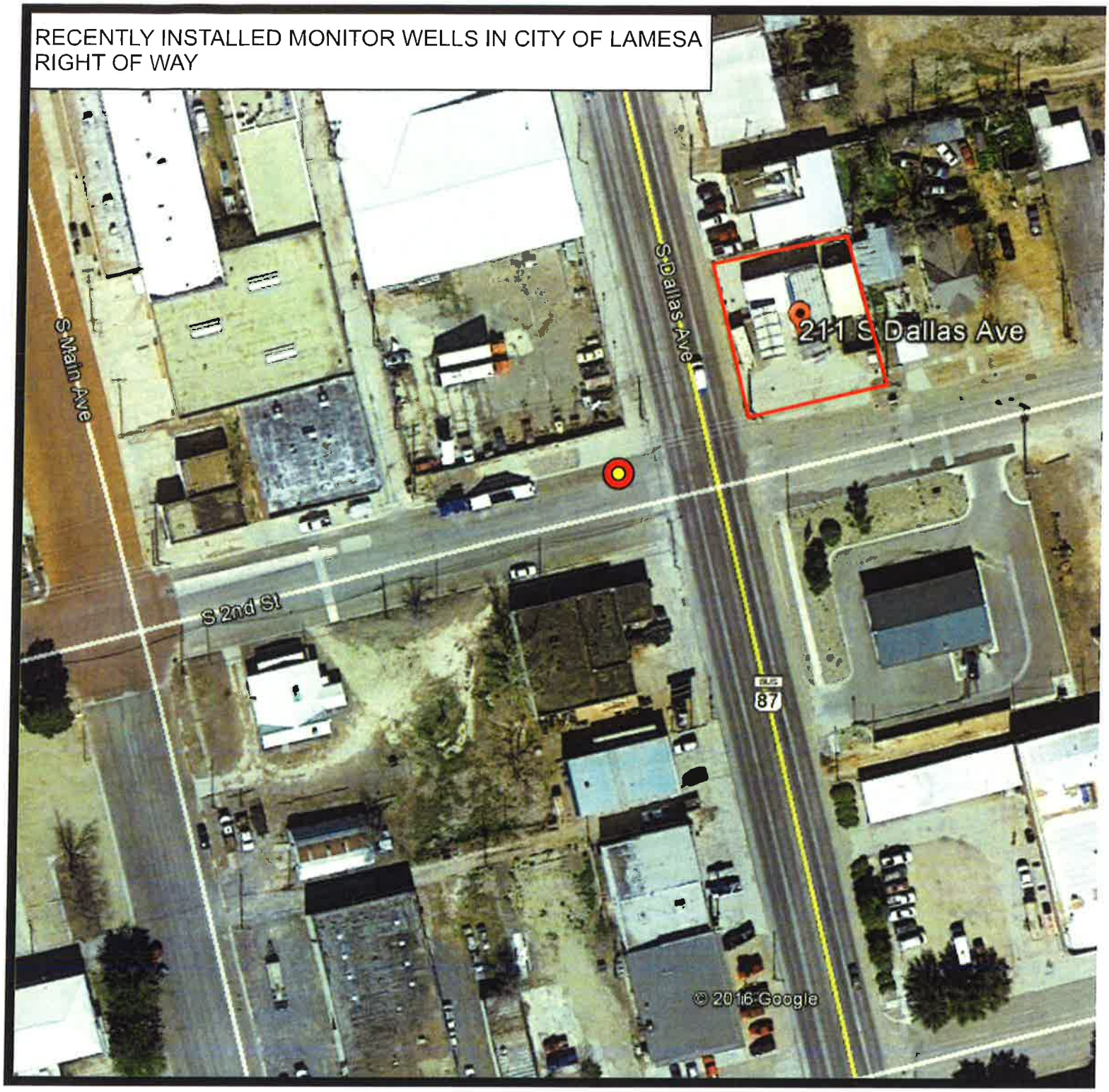
Typical well pipe installation process.

Typical well surface completion in dirt/grassy area.

Typical well surface completion in asphalt/concreted area.

PROPOSED MONITOR WELLS IN CITY OF LAMESA
RIGHT OF WAY




RECENTLY INSTALLED MONITOR WELLS IN CITY OF LAMESA RIGHT OF WAY
S Main Ave
S Dallas Ave
211 S Dallas Ave
S 2nd St
87
© 2016 Google

Shawna Burkhart

From: maxcook4@gmail.com on behalf of max cook <max@rangerenv.com>
Sent: Tuesday, February 21, 2017 9:02 AM
To: sburkhart@ci.lamesa.tx.us
Subject: Monitor Wells :: City of Lamesa ROW
Attachments: Installed Monitor Wells - City of Lamesa ROW.pdf; Proposed Monitor Wells - City of Lamesa ROW.pdf

Shawna,

Please find attached two maps to this email. The first map is the current location of the two monitor wells that were installed in the City of Lamesa ROW last year that were approved by Wayne. The second map notes the location of the three monitor wells that the TCEQ is requesting be installed in the City of Lamesa ROW.

Please let me know if you have any questions. I will get you exact Latitude/Longitude today of the proposed wells and the already installed wells.

--
Max Cook
Project Manager
Ranger Environmental Services, Inc.
P.O. Box 201179
Austin, TX 78720
www.rangerenv.com

512.335.1785 ext. 28 (o)
512.497.1556 (c)

CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN REGULAR SESSION AT 5:00 P.M. ON MONDAY, OCTOBER 1, 2001, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

1. **CALL TO ORDER**:

2. **INVOCATION:**

3. **APPROVAL OF THE MINUTES:** Consider all matters incident and related to ratify and approve the minutes of the City Council concerning each of the matters listed on the agenda of the regular meeting of the City Council of the City of Lamesa, Texas held on September 17, 2001.

4. **OPEN BIDS – CITY OWNED REAL PROPERTY:** Open bids and consider passing an ordinance on first reading awarding the sale of the following city owned property described as Lots Nineteen (19) and Twenty (20), in Block One (1), of the Oakland Place Addition to the Town of Lamesa, Dawson County, Texas in accordance with the provisions of Section 253.001 of the Local Government Code of the State of Texas.

5. **ARKANSAS RIVER SHINER:** Consider all matters incident and related to passing resolution requesting the Department of Interior to reconsider the necessity of designating the Arkansas River Shiner as a threatened species and the designation of critical habitat in Texas for the Arkansas River Shiner.

6. **AGREEMENT – LEAKING PETROLEUM STORAGE TANK SITE REMEDIATION:** Consider all matters incident and related to passing a resolution authorizing the Mayor to enter into agreement with Grimes and Associates for remediation work at the leaking petroleum storage tank site (LPST).

7. **APPOINTMENT – FAIR HOUSING ADMINISTRATOR:** Consider all matters incident and related to approving the mayor's appointment of a fair housing administrator.

8. **CITY COUNCIL REDISTRICTING:** Consider all matters incident and related to developing a plan for City Council legislative redistricting.

9. **CITY MANAGER'S REPORT:** City Manager to report on current activities and answer questions from the City Council.

10. **ADJOURNMENT:**

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: October 1, *2001* **AGENDA ITEM: 6**

SUBJECT:	**AGREEMENT – LEAKING PETROLEUM STORAGE TANK SITE REMEDIATION**
PROCEEDING:	Resolution
SUBMITTED BY:	Staff
EXHIBITS:	Resolution; agreement
AUTHORITY:	State Law; Chapter 75, Local Government Code

SUMMARY STATEMENT

Consider all things incident and related to passing a resolution authorizing the Mayor to enter into agreement with Grimes and Associates for remediation work at the LPST.

COUNCIL ACTION

DISCUSSION: _____

_____.

Motion by Council Member _____ to _____

_____

Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

We originally worked with Eugene Tuttle when the underground fuel tanks were removed and discovered to have leaked. Due to changing regulations, Gene turned that part of his business over to Bill Watkins. Now after several years, Bill wants to slow down due to health issues and has recommended Grimes and Associates of Lubbock.

We have always paid Bill and sought reimbursement from the State. Sometimes we were not totally successful in obtaining full reimbursement. The agreement with Grimes provides that they will do the work and submit reimbursement to the state, and we will assign those funds to Grimes. In other words, we won't be the middleman funding the operation.

Recommend approval of a resolution authorizing the Mayor to enter into this agreement with Grimes and Associates. (PF)

RESOLUTION NO.: R-29-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH GRIMES AND ASSOCIATES CONSULTING FOR REMEDIATION AT THE CITY'S LEAKING PETROLEUM STORAGE TANK SITE.

On this the 1ST day of October, 2001, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; (Local Govt. Code, Chapter 551); there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the City Council of the City of Lamesa is required by the Texas Natural Resources Conservation Commission to remediate a leaking petroleum storage tank site; and

WHEREAS, it is in the public interest and welfare that said remediation be performed;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, that the City Council of the City of Lamesa hereby authorizes the Mayor to enter into agreement with Grimes and Associates Consulting for necessary remediation work at the site.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted this 1st **day of October, 2001** by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the resolution book thereafter.

ATTEST:

Maria Aguayo
City Secretary

APPROVED:

Mike C. Tyler
Mayor

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 17**

SUBJECT: **DESIGNATE REGULARLY SCHEDULED MEETINGS FOR ECONOMIC DEVELOPMENT PROJECT & OTHER REGULAR AGENDA ITEMS AS NECESSARY**

SUBMITTED BY: City Staff

EXHIBITS: Report

SUMMARY STATEMENT

City Council to take action to designate the regularly scheduled City Council meetings for March April, and May. 2017.

- **March 28, 2017**
- **April 4, 2017**
- **April 11, 2017**
- **April 18, 2017**
- **April 25, 2017**
- **May 2, 2017**
- **May 9, 2017**
- **May 16, 2017**

COUNCIL ACTION

Motion by Council Member _____ to consider taking action to designate the regularly scheduled City Council meetings for March, April and May 2017. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: FEBRUARY 21, 2017 **AGENDA ITEM: 18**

SUBJECT: **CITY STAFF REPORTS**
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to hear city departmental reports:

a. **UTILITIES DIRECTOR REPORT:** Utilities Director to report on the city's recent events.

COUNCIL ACTION

No City Council action required.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 19**

SUBJECT: **FINANCIAL REPORT**
SUBMITTED BY: City Staff
EXHIBITS: Report

SUMMARY STATEMENT

Finance Director to report on the city's finances.

COUNCIL ACTION

No City Council action required.

LAMESATEXAS
TRADE CORRIDOR CROSSING

City of Lamesa
Financial Statement Summary
As of: February 28th, 2017

	Current Month-to-Date	Year-to-Date
General Fund (1)		
Revenues	$ 578,443.46	$ 2,718,334.59
Expenditures	$ 240,874.56	$ 1,444,459.64
Revenues Over/(Under) Expenditures	**$ 337,568.90**	**$ 1,273,874.95**
Water & Wastewater Fund (2)		
Revenues	$ 362,269.38	$ 1,814,475.38
Expenditures	$ 426,445.53	$ 1,789,891.90
Revenues Over/(Under) Expenditures	**$ (64,176.15)**	**$ 24,583.48**
Solid Waste Fund (3)		
Revenues	$ 154,506.63	$ 807,299.51
Expenditures	$ 251,905.51	$ 848,371.52
Revenues Over/(Under) Expenditures	**$ (97,398.88)**	**$ (41,072.01)**
Golf Course Fund (18)		
Revenues	$ 20,503.17	$ 110,821.67
Expenditures	$ 19,444.54	$ 96,504.01
Revenues Over/(Under) Expendures	**$ 1,058.63**	**$ 14,317.66**
All Funds		
Revenues	$ 1,115,722.64	$ 5,450,931.15
Expenditures	$ 938,670.14	$ 4,179,227.07
Revenues Over/(Under) Expenditures	**$ 177,052.50**	**$ 1,271,704.08**

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2017

01 -GENERAL FUND
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
01-TAXES	3,134,951.00	528,853.88	2,336,182.41	74.52	798,768.59
02-FRANCHISES AND STREET	508,500.00	24,001.12	175,929.06	34.60	332,570.94
03-PERMITS, LICENSES AND	27,000.00	3,719.32	33,345.37	123.50	(6,345.37)
04-FINES	68,000.00	4,437.88	19,131.29	28.13	48,868.71
05-RECREATIONAL AND RENTA	25,000.00	1,438.53	9,642.64	38.57	15,357.36
06-OTHER GOVERNMENTAL AGE	203,865.00	6,785.65	94,174.80	46.19	109,690.20
07-TRANSFERS	0.00	0.00	0.00	0.00	0.00
08-CHARGES FOR CURRENT SE	17,200.00	85.40	1,821.05	10.59	15,378.95
09-MISCELLANEOUS REVENUES	216,630.00	9,121.68	48,107.97	22.21	168,522.03
19-SOURCE (CHG TO 49XXX)	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	4,201,146.00	578,443.46	2,718,334.59	64.70	1,482,811.41
EXPENDITURE SUMMARY					
GENERAL ADMIN SERVICES	212,643.00	13,622.87	78,941.78	37.12	133,701.22
FINANCIAL SERVICES	80,567.00	1,490.85	32,959.00	40.91	47,608.00
PERSONNEL/RISK MGT SERV	60,089.00	5,033.73	27,916.37	46.46	32,172.63
COMMUNITY DEVELOPMENT SER	1,000.00	42.45	340.15	34.02	659.85
HOUSING ASSISTANCE SERV	9,607.00	3,804.45	1,059.99	11.03	8,547.01
CITY COUNCIL	51,286.00	3,082.21	17,929.55	34.96	33,356.45
CITY HALL	87,375.00	3,915.41	28,370.11	32.47	59,004.89
INTERGOVERNMENTAL	82,315.00	1,832.31	22,531.23	27.37	59,783.77
MUNICIPAL COURT	117,276.00	7,981.47	40,985.65	34.95	76,290.35
VEHICLE REPAIR SERVICES	35,089.00	982.43	6,425.92	18.31	28,663.08
VEHICLE PREVENTIVE MNT	1,780.00	139.30	(12.05)	0.68-	1,792.05
FIRE SERVICES	578,422.00	45,486.61	265,300.47	45.87	313,121.53
VOLUNTEER FIRE SERVICES	138,006.00	3,248.60	47,841.72	34.67	90,164.28
PD - GEN'L ADMIN SERV	197,233.00	14,160.52	82,102.44	41.63	115,130.56
COMMUNICATIONS SERVICES	212,320.00	12,511.29	74,503.64	35.09	137,816.36
GEN'L LAW ENFORCEMENT SER	931,098.00	52,507.89	308,272.39	33.11	622,825.61
CRIMINAL INVESTIGATIONS	161,596.00	11,943.49	66,516.24	41.16	95,079.76
JUVENILE SERVICES	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL SERVICE	37,597.00	(348.18)	(184.97)	0.49-	37,781.97
EMERGENCY MANAGEMENT SERV	21,400.00	11,000.00	11,263.67	52.63	10,136.33
NARCOTICS INTERDICTION	0.00	0.00	0.00	0.00	0.00
STREET MAINTENANCE SERV	253,085.00	10,486.22	89,459.69	35.35	163,625.31
STREET CONST/SEAL COAT	119,050.00	100.00	(155.18)	0.13-	119,205.18
STREET CLEANING SERVICES	96,244.00	3,047.15	12,979.04	13.49	83,264.96
TRAFFIC SERVICES	167,651.00	318.92	50,655.83	30.22	116,995.17
INSPECTION SERVICES	138,238.00	14,258.55	51,184.86	37.03	87,053.14
PARK MAINTENANCE SERVICES	259,673.00	16,317.98	92,585.88	35.65	167,087.12
PARK IRRIGATION SERVICES	12,043.00	(1,113.82)	(999.07)	8.30-	13,042.07
COMMUNITY BUILDING SERV	43,659.00	1,691.73	11,273.72	25.82	32,385.28
RECREATIONAL FACILITIES	187,794.00	2,539.84	20,105.19	10.71	167,688.81

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2017

01 -GENERAL FUND
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
SWIMMING POOL SERVICES	77,953.00	790.29	4,306.38	5.52	73,646.62
TOTAL EXPENDITURES	4,372,089.00	240,874.56	1,444,459.64	33.04	2,927,629.36
REVENUES OVER/(UNDER) EXPENDITURES	(170,943.00)	337,568.90	1,273,874.95	745.20-	(1,444,817.95)
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(170,943.00)	337,568.90	1,273,874.95	745.20-	(1,444,817.95)

CITY OF LAMESA
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2017

02 -WATER & WASTEWATER ENTER.
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
11-OPERATING REVENUES	4,524,516.00	362,233.38	1,787,812.55	39.51	2,736,703.45
12-NON-OPERATING REVENUES	201,291.00	36.00	26,662.83	13.25	174,628.17
TOTAL REVENUES	4,725,807.00	362,269.38	1,814,475.38	38.40	2,911,331.62
EXPENDITURE SUMMARY					
WATER PRODUCTION SERVICES	1,615,614.00	244,273.90	662,175.63	40.99	953,438.37
WATER DIST/WASTEWATER SER	1,792,337.00	126,192.00	596,982.94	33.31	1,195,354.06
WASTEWATER TREATMENT SERV	825,492.00	23,961.50	353,012.61	42.76	472,479.39
ENGINEERING SERVICES	78,100.00	5,357.28	28,668.15	36.71	49,431.85
TECHNICAL SERVICES	72,942.00	4,963.77	30,227.42	41.44	42,714.58
UTILITY BILLING/COLLECT	280,107.00	21,493.98	118,057.41	42.15	162,049.59
INSPECTION SERVICES	0.00	203.10	767.74	0.00	(767.74)
TOTAL EXPENDITURES	4,664,592.00	426,445.53	1,789,891.90	38.37	2,874,700.10
REVENUES OVER/(UNDER) EXPENDITURES	61,215.00	(64,176.15)	24,583.48	40.16	36,631.52
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	61,215.00	(64,176.15)	24,583.48	40.16	36,631.52

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2017

03 -SOLID WASTE ENTERPRISE
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
05-RECREATIONAL AND RENTA	0.00	0.00	0.00	0.00	0.00
21-OPERATING REVENUES	1,796,720.00	149,061.63	773,146.18	43.03	1,023,573.82
22-NON-OPERATING REVENUES	73,800.00	5,445.00	34,153.33	46.28	39,646.67
TOTAL REVENUES	1,870,520.00	154,506.63	807,299.51	43.16	1,063,220.49
EXPENDITURE SUMMARY					
SOLID WASTE COLLECTION SV	923,219.00	62,696.56	387,624.19	41.99	535,594.81
SANITARY LANDFILL SERVICE	957,353.00	174,621.39	389,378.85	40.67	567,974.15
SPECIALIZED COLLECTION SV	137,396.00	8,759.09	42,078.99	30.63	95,317.01
ENVIRONMENTAL HEALTH SERV	88,789.00	5,828.47	29,289.49	32.99	59,499.51
TOTAL EXPENDITURES	2,106,757.00	251,905.51	848,371.52	40.27	1,258,385.48
REVENUES OVER/(UNDER) EXPENDITURES	(236,237.00)	(97,398.88)	(41,072.01)	17.39	(195,164.99)
OTHER SOURCES (USES)	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(236,237.00)	(97,398.88)	(41,072.01)	17.39	(195,164.99)

FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2017

18 -MUNICIPAL GOLF COURSE
FINANCIAL SUMMARY

ACCT# ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
09-MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00
31-FEES AND DUES	204,650.00	20,503.17	110,821.67	54.15	93,828.33
TOTAL REVENUES	204,650.00	20,503.17	110,821.67	54.15	93,828.33
EXPENDITURE SUMMARY					
MUNICIPAL GOLF COURSE	204,651.00	19,444.54	96,504.01	47.16	108,146.99
TOTAL EXPENDITURES	204,651.00	19,444.54	96,504.01	47.16	108,146.99
REVENUES OVER/(UNDER) EXPENDITURES	(1.00)	1,058.63	14,317.66	766.00-	(14,318.66)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER (USES)	(1.00)	1,058.63	14,317.66	766.00-	(14,318.66)

City of Lamesa
Balance Sheet Summary
As of : February 28th, 2017

General Fund (1)

Assets	$	4,116,888.35
Liabilities	$	668,115.44

Water & Wastewater Fund (2)

Assets	$	17,259,774.70
Liabilities	$	13,522,749.65

Solid Waste Fund (3)

Assets	$	3,956,718.98
Liabilities	$	1,667,212.08

Golf Course Fund (18)

Assets	$	182,919.46
Liabilities	$	139,549.32

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
01-1001	CASH IN BANK	2,642,113.85
01-1002	PETTY CASH	0.00
01-1003	RETURNED CHECKS	4,962.99
01-1004	TAXES RECEIVABLE-DELIQUENT	119,260.13
01-1005	TAXES RECEIVABLE CURRENT	74,644.74
01-1006	PROV. FOR UNCOLLECT TAXES	(39,006.27)
01-1007	MISC ACCT. RECEIVABLE	3,803.75
01-1008	PROV. UNCOLLEC. ACCT/REC	(184.11)
01-1009	PAVING LEIN RECEIVABLE	153,782.00
01-1010	UNCOLLECTABLE PAVING LEIN	(69,202.00)
01-1011	A/R LUBBOCK TASK FORCE	0.00
01-1012	A/R TNRCC	0.00
01-1013	OFFICE SUPPLIES INVENTORY	18,381.76
01-1014	DUE FROM DAWSON COUNTY	0.40
01-1015	CASH IN BANK - PAYROLL	0.00
01-1016	DUE FROM DEBT SERVICE	0.00
01-1017	FUEL TAX C.D.	0.00
01-1018	DUE TO/FROM 1997 TAN	0.00
01-1019	DUE TO/FROM SOLID WASTE FUND	0.00
01-1020	DUE FROM INVESTMENT FUND	863,073.48
01-1021	CAPITAL EQUIPMENT RESERVE	0.00
01-1022	BUILDING & COMPUTER RESERVE	0.00
01-1023	DUE FROM FIRE DEPT. GRANTS	0.00
01-1024	DUE FROM JUSTICE GRANT	0.00
01-1025	DUE TO/ FROM STATE AGENCY	0.00
01-1026	DUE FROM OTHER GOVERNMENTS	32,500.00
01-1027	DUE TO/FROM CAPITAL PROJECT	0.00
01-1028	SALES TAX RECEIVABLE	6,182.12
01-1029	DUE TO/FROM DEBT SERVICE	0.00
01-1030	DUE FROM MOTEL TAX FUND	0.00
01-1031	DUE TO/FROM SPECIAL REV. FUND	0.00
01-1032	DUE FROM INVESTMENT-CIVIC CTR.	0.00
01-1033	ACCOUNTS RECEIVABLE	0.00
01-1034	SALES TAX REC./TX COMPTROLLER	266,864.00
01-1035	DUE FROM IMS FLEX ACCT.	0.00
01-1040	TAN I&S RESERVE	0.00
01-1044	CIP - F PARK LIGHT PROJECT	0.25
01-1045	CITY OF LAMESA - CFS FESTIVAL	8,083.56
01-1046	CRIME LINE	2,662.33
01-1050	DUE TO/FROM RISK MGMT & SAFE	0.00
01-1055	DUE FROM INVESTMENT FUND	0.00
01-1060	DUE FROM ECONOMIC DEVELO	28,965.37
01-1070	DUE FROM FORFEITED TRUST	0.00
01-1071	DUE FROM WWF-LAND PURCHASE	0.00
01-1072	DUE TO/FROM GOLF COURSE	0.00
01-1080	D.A.R.E.	0.00
01-1085	DUE FROM HOUSING AUTHORITY	0.00
01-1090	XFER FOR RETIREMENT/C.O.'	0.00
01-1095	DUE FROM LEAP	0.00

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
		4,116,888.35
	TOTAL ASSETS	4,116,888.35
LIABILITIES		
01-2013	PAVING LIEN REFUND PAYABLE	0.00
01-2014	SALES TAX PAYABLE	0.00
01-2015	VOUCHERS PAYABLE	211,519.63
01-2016	COMMUNITY BLDG.DEPOSITS	16,760.50
01-2017	REFUND OF CASH DEPOSITS	591.00
01-2018	WAGES PAYABLE	0.00
01-2019	GROUP INSURANCE PAYABLE	0.00
01-2020	WITHHOLDING TAX PAYABLE	4,036.34
01-2021	SOCIAL SECURITY PAYABLE	5,936.22
01-2022	T.M.R.S. PAYABLE	7,524.91
01-2023	AUTO ALLOWANCE PAYABLE	0.00
01-2024	BONDS	0.00
01-2025	DEDUCTIONS PAYABLE	5,384.77
01-2026	WORKERS COMPENSATION	0.00
01-2027	AIRPORT	0.00
01-2028	OPTIONAL LIFE PAYABLE	0.00
01-2029	DUE TO SWMF	0.00
01-2030	GOVERNOR'S TAX PAYABLE	0.00
01-2031	TRANS.FOR RET.BONDS	0.00
01-2032	DUE TO STATE AGENCY	0.00
01-2033	C.D.B.G.	0.00
01-2034	DUE TO LAMESA HOUSING	0.00
01-2035	TRANS. FROM DEVELOP. FUND	0.00
01-2036	TEEN COURT ADMIN FEE	220.00
01-2037	DUE TO RISK MGT & SAFETY	0.00
01-2038	DUE TO/FROM WATER FUND	0.00
01-2039	WARRANTS PAYABLE	0.00
01-2040	UNITED FUND	97.00
01-2041	SALES TX DUE TO LEDC -TX COMPT	44,477.00
01-2042	DUE TO LEAP -SALES TAX	44,477.00
01-2043	TMRS EMPLOYEE BACK PAY	886.49
01-2044	FLEX SPENDING ACCT. (FSA)	0.00
01-2045	PROV. FOR COMP.ABSENCES	(0.13)
01-2048	1992 C O DEBT-PRINCIPAL	0.00
01-2049	1992 C.O. DEBT	0.00
01-2050	ICMA-RC PAYABLE	0.00
01-2051	COURT BONDS PAYABLE	0.00
01-2052	COURT BUILDING SECURITY FUND	13,572.82
01-2053	COURT TECHNOLOGY FEE	6,348.92
01-2055	TAN I&S PRINCIPAL	0.00
01-2056	TAN I&S INTEREST	0.00
01-2070	GROUP INS. PRE-TAX	0.00
01-2075	EMPLOYEE REIMB. SICK LEAVE	0.00
01-2080	DEFERRED REVENUE-PAVING	0.00
01-2081	DEFERRED REVENUE-TAXES	154,898.62

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
01-2082	DEFERRED REVENUE-MISC. POLICE	(0.14)		
01-2083	DEFERRED REVENUE REVITAL GRANT	0.00		
01-2084	DEFERRED REVENUE- CIVIC CENTER	0.00		
01-2085	AFLAC PRE-TAX	3,125.97		
01-2086	DEFERRED REV.-POLICE DONATIONS	2,311.89		
01-2087	DEFERRED REV.-COURTHOUSE PROJ.	0.00		
01-2088	DEFERRED REVENUE-SWAT DONATION	696.00		
01-2089	DEFERRED REVENUE/FIRE PROTECTI	0.00		
01-2090	AFLAC POST TAX	622.94		
01-2091	DEFERRED REV.-L.I.S.D. BUYMONE	3,786.50		
01-2092	AIR MED CARE	0.00		
01-2094	NEW YORK LIFE INS. PAYABLE	(595.10)		
01-2095	VISION INS. PAYABLE	766.68		
01-2096	EMPLOYEE LEGAL SERV. PAYABLE	181.30		
01-2097	WORK BOOTS PAYABLE	(1,545.66)		
01-2098	DEFERRED REV. - SPORTS COMPLEX	84,580.00		
01-2099	JAE FITNESS PAYABLE	(745.03)		
01-2150	ACCRUED PAYABLES	0.00		
01-2160	ACCRUED PAYROLL LIABILITY	58,199.00		
01-2999	PROFIT & LOSS	0.00		
	TOTAL LIABILITIES		668,115.44	
EQUITY				
01-3001	FUND BALANCE	2,174,897.96		
01-3002	RESERVE-CAPITAL EQUIPMENT	0.00		
01-3003	RESERVE-BUILDING & COMPUTER	0.00		
01-3010	C.O. INTEREST	0.00		
01-3011	C.O. PRINCIPAL	0.00		
01-3012	TAN INTEREST	0.00		
01-3013	TAN PRINCIPAL	0.00		
01-3014	OTHER PRINCIPAL	0.00		
01-3015	OTHER INTEREST	0.00		
	TOTAL BEGINNING EQUITY	2,174,897.96		
	TOTAL REVENUE	2,718,334.59		
	TOTAL EXPENSES	1,444,459.64		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,273,874.95		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,448,772.91	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,116,888.35

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-1001	CASH IN BANK	(54,319.14)
02-1002	CASH IN DRAWER	0.00
02-1003	DUE FROM INVESTMENTS/WATER DEP	29,183.04
02-1004	CAPITAL EQUIPMENT RESERVE	183,902.36
02-1005	W.S.G. CHGS. RECEIVABLE	234,371.66
02-10051	REFUNDS PAYABLE	(363.44)
02-10052	UTILITY A/R SUSPENSE	0.00
02-10053	UNAPPLIED US REVENUE	(16,126.48)
02-10054	US GL RECON REPORT	0.00
02-1006	PROV.FOR UNCOLLECT. ACCTS	(12,350.21)
02-1007	INVENTORY SUPPLIES	130,541.93
02-1008	WW. TRMT PLNT .RES.INVESTMENTS	90,736.08
02-1009	UTILITY SYSTEM IMPROV RESERVE	0.00
02-1010	UNAMORTIZED TAN ISSUE COSTS	0.00
02-1011	AMORT.OF DISC. & PREMIUMS	0.00
02-1012	WATER SYSTEM LAND	33,460.47
02-1013	WATER RIGHTS PURCHASED	6,680,247.00
02-1014	WALKS, DRIVES & FENCES	13,972.20
02-1015	BUILDINGS	222,962.45
02-1016	WELLS & WELL HOUSES	760,944.63
02-1017	BOOSTER STAT. AND STORAGE	2,291,808.72
02-1018	WATER LINES,VALVES & FITT	3,159,210.19
02-1019	WATER TAPS AND METERS	2,254,225.62
02-1020	AUTOMOTIVE & MISC.EQUIP.	2,018,493.59
02-1021	FIRE HYDRANTS	67,134.14
02-1022	WATER SYST. DEPRECIATION	(9,462,727.00)
02-1023	SEWER SYSTEM-LAND & LAGOO	95,540.50
02-1024	SEWAGE LIFT STATIONS	672,855.55
02-1025	DISPOSAL PLANT	359,628.45
02-1026	SEWER LINES	1,114,377.03
02-1027	SEWER SYS. DEPRECIATION	(1,246,569.00)
02-1028	DUE TO/FROM SOLID WASTE	0.00
02-1029	ELECTRICAL INVENTORY	0.00
02-1030	WW LIFTSTATION/LUBBOCK HWY.	473.63
02-1031	ACCOUNTS REC. - TRRA	0.00
02-1032	06 TAN ISSUANCE COSTS	54,238.24
02-1033	06 TAN AMORTIZATION	53,673.00
02-1035	DUE FROM TCDP GRANT	0.00
02-1036	DUE FROM INV. FUND-TX NOTE 06	17,960.62
02-1037	DUE TO INVESTMENT - WTR. TOWER	387,416.66
02-1039	WATER TREATMENT PLANT	6,826,216.77
02-1040	WW TRMT PLANT RES.	0.00
02-1050	CASH IN BANK-TRMT PLANT	701.75
02-1060	CIP - NEW WATER WELL PROJECT	(0.23)
02-1065	CIP - LUBBOCK HWY LIFTSTATION	0.16
02-1070	CIP - ELEVATED STORAGE TANK	0.24
02-1075	CIP - WATER MAIN IMP, HWY 87	(0.48)
02-1080	NET PENSION ASSET (LIABILITY)	223,003.00
02-1081	DEFERRED OUTFLOW-PENSION CONTR	17,900.00

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
02-1082	DEFERRED OUTFLOW-PENSION INV E	34,160.00		
02-1083	L.E.D.C. PRISON TOWER REC.	22,891.00		
			17,259,774.70	
	TOTAL ASSETS			17,259,774.70
LIABILITIES				
02-2010	DUE TO LAMESA EDC	0.00		
02-2013		0.00		
02-2025	REVENUE RECOVERY LIABILITY	(236.77)		
02-2026	REVENUE RECOVERY FEES	1,494.45		
02-2027	UNDEPOSITED METER DEPOSIT	0.00		
02-2028	WATER DEPOSITS	251,793.98		
02-2029	T.M.R.S. PAYABLE	0.00		
02-2030	F.I.C.A. PAYABLE	753.00		
02-2031	VOUCHERS PAYABLE	0.00		
02-2032	BONDS PAYABLE-PRISON	0.00		
02-2033	CONTRIBUTED BY DEVELOPERS	255,845.00		
02-2034	CONTRIBUTED BY U.S. GOV'T	236,875.39		
02-2035	RES.RETIRE.OF BONDS & INT	0.00		
02-2036	EARNED SURPLUS INVESTED	0.00		
02-2037	EARNED SURPLUS UNAPPROPR.	0.00		
02-2038	INT. ON B.F. INVESTMENT	0.00		
02-2039	TRANS. FOR RET. OF BONDS	0.00		
02-2040	OPERATING TRANSFER	0.00		
02-2041	BOND INTEREST EXPENSE	0.00		
02-2042	HANDLING FEES	0.00		
02-2043	CAPITAL PROJECT FUNDS	440,420.21		
02-2045	PROV.COMPENSATED ABSENCES	41,251.02		
02-2046	DUE TO/FROM GENERAL FUND	0.00		
02-2047	DUE TO SOLID WASTE	0.00		
02-2048	DUE TO RISK MGT & SAFETY	0.00		
02-2049	1992 C.O. DEBT NON CURRENT	0.00		
02-2050	NOTE PAYABLE- 2006 TAX NOTES	0.00		
02-2051	NOTE PAYABLE-CAT FINANCE	0.00		
02-2052	LEASE PAYABLE-AAIG(NON-CURRENT	397,598.78		
02-2053	NOTES PAYABLE-WSB (NONCURREN).	(0.40)		
02-2054	BONDS PAYABLE - USDA	4,488,000.00		
02-2055	CONTRIBUTED CAPITAL-TCDP	864,400.00		
02-2056	CONTRIBUTED CAPITAL-TDCJ	133,567.10		
02-2057	DUE TO G/F - LAND PURCHASE	0.00		
02-2058	DUE TO SWMF - LAND PURCHASE	75,000.00		
02-2059	DUE TO CAP. PROJ.-LAND PURCHAS	0.00		
02-2060	AFLAC PRE-TAX	0.00		
02-2061	DUE TO/FROM GOLF COURSE FUND	0.00		
02-2070	GROUP INS. PRE-TAX	0.00		
02-2085	AFLAC PRE-TAX	0.00		
02-2090	AFLAC POST TAX	0.00		
02-2095	VISION INS. PAYABLE	0.42		
02-2160	ACCRUED PAYROLL LIABILITY	19,383.00		

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
02-2900	CURRENT PORTION 91 C.O.'S	0.00	
02-2901	CURRENT PORTION - USDA	73,000.00	
02-2902	CURRENT PORTION-2006 TAN	0.00	
02-2903	CURRENT PORTION-CAT FINANCE	0.00	
02-2904	LEASE PAYABLE-AAIG (CURRENT)	171,470.00	
02-2905	NOTES PAYABLE-WSB (CURRENT)	(0.33)	
02-2906	NOTES PAYABLE-SOUTH PLAINS COM	0.00	
02-2909	TAX NOTE 2013 - ST	99,000.00	
02-2910	TAX NOTE 2013 L-T	413,000.00	
02-2911	CURRENT PORTION COMP ABSE	11,634.80	
02-2912	TAX NOTE 2013-A L-T	603,000.00	
02-2913	TAX NOTE 2013A - S-T	144,000.00	
02-2914	TAX NOTE 2014 L-T	253,775.00	
02-2915	TAX NOTE 2014 S-T	79,380.00	
02-2920	DEFERRED REV-LIFTSTATION PROJ.	0.00	
02-2925	CONJ. USE SERIES 2011-NONCURRE	1,492,586.00	
02-2926	CONJ USE SERIES 2011-CURRENT	71,703.00	
02-2927	REFUNDING 2010 - NON CURRENT	70,239.00	
02-2928	REFUNDING SERIES 2010-CURRENT	14,118.00	
02-2929	RECLAMATION 2010 - NON CURRENT	249,491.00	
02-2930	RECLAMATION 2010 - CURRENT	81,917.00	
02-2931	GROUNDWATER 2009-NON CURRENT	343,701.00	
02-2932	GROUNDWATER 2009 - CURRENT	19,248.00	
02-2933	GROUNDWATER 2008 - NONCURRENT	0.00	
02-2934	GROUNDWATER 2009 - CURRENT	19,883.00	
02-2935	GROUNDWATER 2005-NONCURRENT	0.00	
02-2936	GROUNDWATER 2005 - CURRENT	0.00	
02-2937	GROUNDWATER 2012-NONCURRENT	921,851.00	
02-2938	GROUNDWATER 2012-CURRENT	25,113.00	
02-2939	2014 BOND (2005) ST	76,139.00	
02-2940	2014 BOND (2005) LT	284,934.00	
02-2941	2014 PREMIUM (2005)	36,319.00	
02-2942	2014 BOND (2006) ST	27,010.00	
02-2943	2014 BOND (2006) LT	624,402.00	
02-2944	2014 PREMIUM (2006)	100,496.00	
02-2950	DEFERRED OUTFLOW-PENSION	9,195.00	
02-2999	PROFIT & LOSS	0.00	
	TOTAL LIABILITIES		13,522,749.65

EQUITY

02-3001	FUND BALANCE	3,712,441.57	
02-3002	RESERVE-UTILITY SYSTEM IMPROV	0.00	
02-3010	C.O. INTEREST	0.00	
02-3012	TAN INTEREST	0.00	
	TOTAL BEGINNING EQUITY	3,712,441.57	

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

02 -WATER & WASTEWATER ENTER.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
	TOTAL REVENUE	1,814,475.38		
	TOTAL EXPENSES	1,789,891.90		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	24,583.48		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,737,025.05	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			17,259,774.70

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
03-1001	CASH IN BANK	559,416.56		
03-1002	CASH IN BANK - DEBT SERVICE	0.00		
03-1003	CASH IN BANK - CAPITAL RESERVE	0.00		
03-1004	DUE FROM GENERAL FUND	0.00		
03-1005	DUE FROM WASTEWATER	0.00		
03-1006	DUE FROM WWF- LAND PURCHASE	75,000.00		
03-1007	DUE FROM INVESTMENTS-DEBT SERV	0.00		
03-1008	DUE FROM INV.-CAPITAL RESERVE	117,551.79		
03-1010	UNAMORTIZED TAN ISSUE COSTS	0.00		
03-1011	GARBAGE CHG. RECEIVABLE	96,975.29		
03-1012	UNCOLLECTIBLE GARB.CHGS.	(9,862.99)		
03-1013	GRANT PROCEEDS RECEIVABLE	0.00		
03-1014	LAND	143,957.00		
03-1015	BUILDINGS	2,349,264.61		
03-1019	AUTOMOTIVE & MISC.EQUIP.	4,554,156.77		
03-1020	DUE FROM INVESTMENT FUND	0.00		
03-1021	CAPITAL EQUIPMENT RESERVE	45,164.14		
03-1022	POST CLOSURE RESERVE	615,134.91		
03-1023	ENVIROMENTAL OPER CENTER RES	0.00		
03-1024	RESERVE FOR TAN I&S	0.00		
03-1027	05 TAN ISSUANCE COSTS	0.00		
03-1028	ACCUM. AMORT-ISSUANCE COSTS	(0.27)		
03-1030	CIP - NEW LANDFILL CELL #4	(0.45)		
03-1050	ACCUMULATED DEPRECIATION	(4,727,457.38)		
03-1080	NET PENSION ASSET (LIABILITY)	111,410.00		
03-1081	DEFERRED OUTFLOW-PENSION CONTR	8,943.00		
03-1082	DEFERRED OUTFLOW-PENSION INV	17,066.00		
			3,956,718.98	
	TOTAL ASSETS			3,956,718.98
LIABILITIES				
03-2010	DUE TO/FROM GENERAL FUND	0.00		
03-2013		0.00		
03-2020	DUE TO/FROM WASTE WATER	0.00		
03-2021	POSTCLOSURE RESERVE	0.00		
03-2022	DUE TO RISK MGT & SAFETY	0.00		
03-2030	CONTRIBUTED CAPITAL - SCALE	41,191.00		
03-2040	TAN INTEREST EXPENSE	0.00		
03-2041	BOND INTEREST EXPENSE	0.00		
03-2042	LOSS ON EQUIPMENT	0.00		
03-2044	CUR.PROV FOR COMP.ABSENCE	5,864.47		
03-2045	PROV-COMPENSATED ABSENCE	20,789.84		
03-2049	1992 C.O. DEBT NON-CURRENT	0.00		
03-2050	N/P - CATEPILLAR (DOZER)	(0.25)		
03-2051	EST.LIAB.LANDFILL CLOSURE	493,535.18		
03-2052	OUTSOURCE LEASE-MAD VAC S-T	0.00		
03-2053	CATEPILLAR LEASE - S-T	0.15		

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

03 -SOLID WASTE ENTERPRISE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
03-2054	2005 TAX NOTE -CURRENT PORTION	0.00		
03-2055	N/P CATERPILLAR (BULLDOZER)	(0.31)		
03-2056	TAN I&S INTEREST	0.00		
03-2060	AFLAC PRE-TAX	0.00		
03-2065	N/P KSB - GARBAGE TRUCK	0.00		
03-2070	GROUP INS. PRE-TAX	0.00		
03-2085	AFLAC PRE-TAX	0.00		
03-2090	AFLAC POST TAX	0.00		
03-2095	VISION INS. PAYABLE	0.00		
03-2096	N/P-CATERPILLAR 930H - LT	46,693.00		
03-2097	N/P - CATERPILLAR 930H - ST	22,266.00		
03-2098	N/P CATERPILLAR (BACKHOE) ST	0.00		
03-2160	ACCRUED PAYROLL LIABILITY	11,339.00		
03-2165	N/P MACK TRUCK W/ SIDELOAD -LT	41,166.00		
03-2166	N/P MACK TRUCK W/ SIDELOAD -ST	39,586.00		
03-2901	CURRENT PORTION 92 C.O.'S	25,867.00		
03-2902	CURRENT PORTION-1997 TAN	26,900.00		
03-2903	OUTSOURCE LEASE- MAD VAC L-T	0.00		
03-2904	CATEPILLAR LEASE - L-T	0.00		
03-2905	2005 TAX NOTE (LT)	0.00		
03-2906	ST-CATERPILLAR LOADER 2015	14,525.00		
03-2907	LT - CATERPILLAR LOADER 2015	130,585.00		
03-2908	ST-CATERPILLAR BULL DOZER 2015	42,779.00		
03-2909	LT-CATERPILLAR BULL DOZER 2015	155,133.00		
03-2910	TAX NOTE 2012 - LT	413,900.00		
03-2911	TAX NOTE 2012 - ST	130,500.00		
03-2950	DEFERRED INFLOW-PENSION	4,593.00		
	TOTAL LIABILITIES		1,667,212.08	
EQUITY				
03-3001	FUND BALANCE	2,223,350.73		
03-3002	INVESTMENT IN PROPERTY	0.00		
03-3003	UNRESERVED FUND BALANCE	0.00		
03-3004	POSTCLOSURE RESERVE	107,228.18		
03-3005	RESERVE ENVIROMENTAL OPER CNTR	0.00		
03-3010	C.O. INTEREST	0.00		
03-3012	TAN INTEREST	0.00		
	TOTAL BEGINNING EQUITY	2,330,578.91		
	TOTAL REVENUE	807,299.51		
	TOTAL EXPENSES	848,371.52		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(41,072.01)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		2,289,506.90	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,956,718.98

BALANCE SHEET
AS OF: FEBRUARY 28TH, 2017

18 -MUNICIPAL GOLF COURSE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
18-1001	CASH	(34,758.34)		
18-1005	GOLF FEES RECEIVABLE	34,432.40		
18-1020	LAND IMPROVEMENTS	79,362.32		
18-1021	EQUIPMENT	169,603.08		
18-1022	DEPRECIATION	(120,174.00)		
18-1023	BUILDINGS & IMPROVEMENTS	12,143.00		
18-1028	SALES TAX RECEIVABLE	0.00		
18-1030	DUE TO/FROM WATER FUND	0.00		
18-1080	NET PENSION ASSET (LIABILITY)	34,304.00		
18-1081	DEFERRED OUTFLOW-PENSION CONTR	2,753.00		
18-1082	DEFERRED OUTFLOW-PENSION INV.	5,254.00		
			182,919.46	
	TOTAL ASSETS			182,919.46
LIABILITIES				
18-2010	DUE TO/FROM GENERAL FUND	0.00		
18-2013	NOTES PAYABLE-OUTSORCE/CURR.	0.00		
18-2014	SALES TAX PAYABLE	0.00		
18-2015	NOTE PAYABLE-WELL FARGO-CURREN	0.00		
18-2016	DUE TO RISK MGMT.	96,624.00		
18-2017	NOTES PAYABLE	0.00		
18-2018	NOTES PAYABLE - OUTSOURCE	0.00		
18-2044	COMP. ABSENCES - CURRENT	2,762.21		
18-2045	COMP. ABSENCES - LONG TERM	9,791.11		
18-2160	ACCRUED PAYROLL LIABILITY	3,268.00		
18-2902	RANGE BALL SERVER -ST PORTION	9,575.00		
18-2903	PNC GOLF CAR LEASE - LT	6,447.00		
18-2904	PNC GOLF CAR LEASE - ST	9,668.00		
18-2906	RANGE BALL SERVER- LT PORTION	0.00		
18-2950	DEFERRED INFLOW-PENSION	1,414.00		
	TOTAL LIABILITIES		139,549.32	
EQUITY				
18-3001	FUND BALANCE	29,052.48		
	TOTAL BEGINNING EQUITY	29,052.48		
	TOTAL REVENUE	110,821.67		
	TOTAL EXPENSES	96,504.01		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	14,317.66		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		43,370.14	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			182,919.46

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 20**

SUBJECT: **CITY MANAGER REPORT**
SUBMITTED BY: City Manager

SUMMARY STATEMENT

City Manager to report on current activities and answer questions from the City Council.

COUNCIL ACTION

No City Council action required.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 21**

SUBJECT: **MAYOR'S REPORT**
SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future events.

- "Meet the Candidates Forum" (sponsored by the Lamesa Chamber of Commerce) to be held at the Forrest Park Community Center, April 13, 2017, Time: TBD.

COUNCIL ACTION

No City Council action required.

City Council Agenda
City of Lamesa, Texas

DATE OF MEETING: MARCH 21, 2017 **AGENDA ITEM: 22**

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **MARCH 28th, 2017** at 5:30 P.M."