



**REGULAR MEETING & WORK SESSION  
OF THE CITY COUNCIL**

**April 9, 2019**

**ADDISON TOWN HALL**

**5300 BELT LINE RD., DALLAS, TX 75254  
6:00 PM WORK SESSION  
7:30 PM REGULAR MEETING**

1. Call Meeting to Order

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**WORK SESSION**

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2. Present and Discuss an Update Regarding Schematic Design for the Les Lacs Pond Liner Replacement Project.
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3. Present and Discuss the Current Status of Black Forest / Galaxy Aviation's Redevelopment of the Airport's Southeast Quadrant.
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**REGULAR MEETING**

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**Pledge of Allegiance**

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## Announcements and Acknowledgements regarding Town and Council Events and Activities

### Discussion of Events/Meetings

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#### Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

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#### Consent Agenda:

*All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

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4. Consider Action to **Approve the March 26, 2019 City Council Work Session and Regular Meeting Minutes.**
  5. Consider Action to Approve the **March 28, 2019 City Council and Planning & Zoning Commission Joint Meeting Minutes.**
  6. Consider Action to Approve a **Resolution for the First Amendment to Lease Agreement Between Town of Addison and 14671-14683 Midway Road, LP for Approximately 14,800 Square Feet Located at 14681 Midway Road, Commonly Known as The Addison TreeHouse, and Authorize the City Manager to Execute the Agreement.**
  7. Consider Action to Approve a **Resolution Updating the Continuing Disclosure Agreement with the Trinity River Authority and Authorize the City Manager to Execute the Agreement.**
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8. Consider Action to Approve a **Resolution on an Agreement Between the Town of Addison and Sunbelt Pools for the Addison Athletic Club Indoor Pool Re-Surfacing, and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$57,867.
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9. Consider Action to Approve a **Resolution Between the Town of Addison and TDIndustries, Ltd. for the Inspection of the HVAC Equipment at the Town of Addison Buildings, and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$179,415 annually.
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10. Consider Action to Approve the **Purchase of (2) Ford F-150, ½ Ton Trucks and (1) Ford F-350, 1 Ton Truck from Sam Pack's Five Star Ford, Under the Town's Inter-Local Agreement with the Texas Local Government Purchasing Cooperative Known as Texas SmartBuy and Authorize the City Manager to Make the Purchase** in an Amount Not to Exceed \$98,344.
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#### Regular Items

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11. Present, Discuss, and Consider Action to Approve a **Resolution for the Award of a Construction Contract with Energy Resources, Inc., for the Dredging and De-silting of Farmers Branch Creek Located in the Vicinity of the Ponds at the Vitruvian Park Development and Authorize the City Manager to Execute the Contract** in an Amount Not to Exceed \$1,216,600.
- 
12. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Establishing Minimum Standards of Care for Youth Recreation Programs Conducted by the Town for Elementary Age Children Ages 5 Through 13; Providing for Compliance with Section 42.041(b)(14) of the Texas Human Resources Code.**
- 
13. Present, Discuss, and Consider Action on a **Resolution for a Professional Services Agreement with Pacheco Koch for Preparation of the Construction Documents Related to the Belt Line 1.5 Beautification Between Marsh Lane and Midway Road, and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$223,000.

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14. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for Cinco Mexican Kitchen and Cafe 67, Located at 5000 Belt Line Road, Suite 850, from the Code of Ordinances, Chapter 62 Section 62-162. - Premises Signs, in Order to Permit a Second Sign for One Tenant on the North Facade.**
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Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Posted: \_\_\_\_\_  
Irma Parker, City Secretary  
DATE  
Time:

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH  
DISABILITIES. PLEASE CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

## Work Session and Regular Meeting

2.

**Meeting Date:** 04/09/2019

**Department:** Parks & Recreation

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan  
Clarify and protect the Addison Way

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### **AGENDA CAPTION:**

Present and Discuss an **Update Regarding Schematic Design for the Les Lacs Pond Liner Replacement Project.**

### **BACKGROUND:**

In 2015 and 2016, the four projects listed below were bid to address water quality issues and degradation of the concrete pond liner edge of Les Lacs Pond.

- Les Lacs Pond Water Well Pump Rebuild (completed)
- Les Lacs Pond Water Well Transfer Piping System Improvements (completed)
- Les Lacs Pond Water Quality Monitoring and Well Pump Operation Program (ongoing)
- Les Lacs Poly Liner Concrete Edge Restrainer and Drainage Flume Repair

Apart from the Poly Liner Concrete Edge Restrainer and Drainage Flume Repair project, the projects have been completed or are in the process of being completed. This project was initiated within the Parks Department and was to be funded using the department's operation and maintenance budget. The goal of the project was to repair the damaged portions of the lake edge that were failing (approximately 270 Linear Feet) and a damaged drainage flume at Lakeview Court. While exploring feasible solutions for restoring the poly liner concrete edge it was determined that the pond liner was near, or had met, its life expectancy and would require replacement in the future. Because of these findings, the project shifted from a maintenance item to a planning item.

On May 23rd, 2017, Council approved a contract with Westra Consultants, Inc. (selected through RFQ #16-88), to develop schematic level design solutions, preliminary construction and maintenance budgets, and facilitate stakeholder involvement for Les Lacs Park pond.

When speaking with the community and taking resident calls related to the project, staff heard several consistent messages; improve the smell and unclean appearance of the water, incorporate additional landscaping or trail amenities,

repair the pond edge to a more aesthetic appearance and be conservative with funds. Since requests regarding amenities and conservative spending appeared to conflict, the schematic design process was tailored to provide participants with potential amenities that could be included in the project and their associated costs. To accommodate this process, the consultant's scope included development of schematic design for a base, medium and high project.

Base Schematic Design - includes the minimum requirements to replace the pond liner, repair the failing pond edge and drainage flume and meet ADA requirements.

Medium Schematic Design – includes additional amenities related to the pond edge aesthetics and other amenities that could enhance the use of the pond.

High Schematic Design- includes a larger scale change to the use of the pond and surrounding trail amenities.

A base and high project were developed and presented to the community. The base project included a feasibility study to determine the most appropriate type of pond liner that should be utilized. During this study it was determined that a PVC liner was most feasible because of the shallow limestone bedrock located below the pond. The consultant also analyzed whether the pond could be deepened, which would help with water quality, but the limestone bedrock made this cost prohibitive.

Input from the community was gathered to develop recommendations for a medium project. To help facilitate public input staff developed an on-line web portal called "Imagine Addison." This portal was used to gather feedback from residents by allowing them to build their own project by adding proposed enhancements for the pond edge condition, planting style, interactive elements, site improvement elements, environmental elements and aesthetic improvements onto the base project. As participants built their own project the project budget would adjust to include their selections. In addition to developing the project budget the portal tallied the potential tax implications associated with the project if taxes were to be increased to fund the project. Although there are other funding options that can be considered for the project, calculation of the tax rate provided residents with a tangible avenue to weigh project costs. This portal also allowed participants to provide additional feedback to staff regarding the project.

The consultant Westra Consultants, Inc. and their sub consultant TBG will give an overview of the base project, amenities included in the on-line survey and provide Council with data gathered during this process.

## **RECOMMENDATION:**

Information only, no action required.

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### **Attachments**

Presentation - Update Regarding Schematic Design for Les Lacs Pond Liner Replacement

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# LES LACS POND

## SITE RENOVATIONS

TOWN OF ADDISON

APRIL 09, 2019







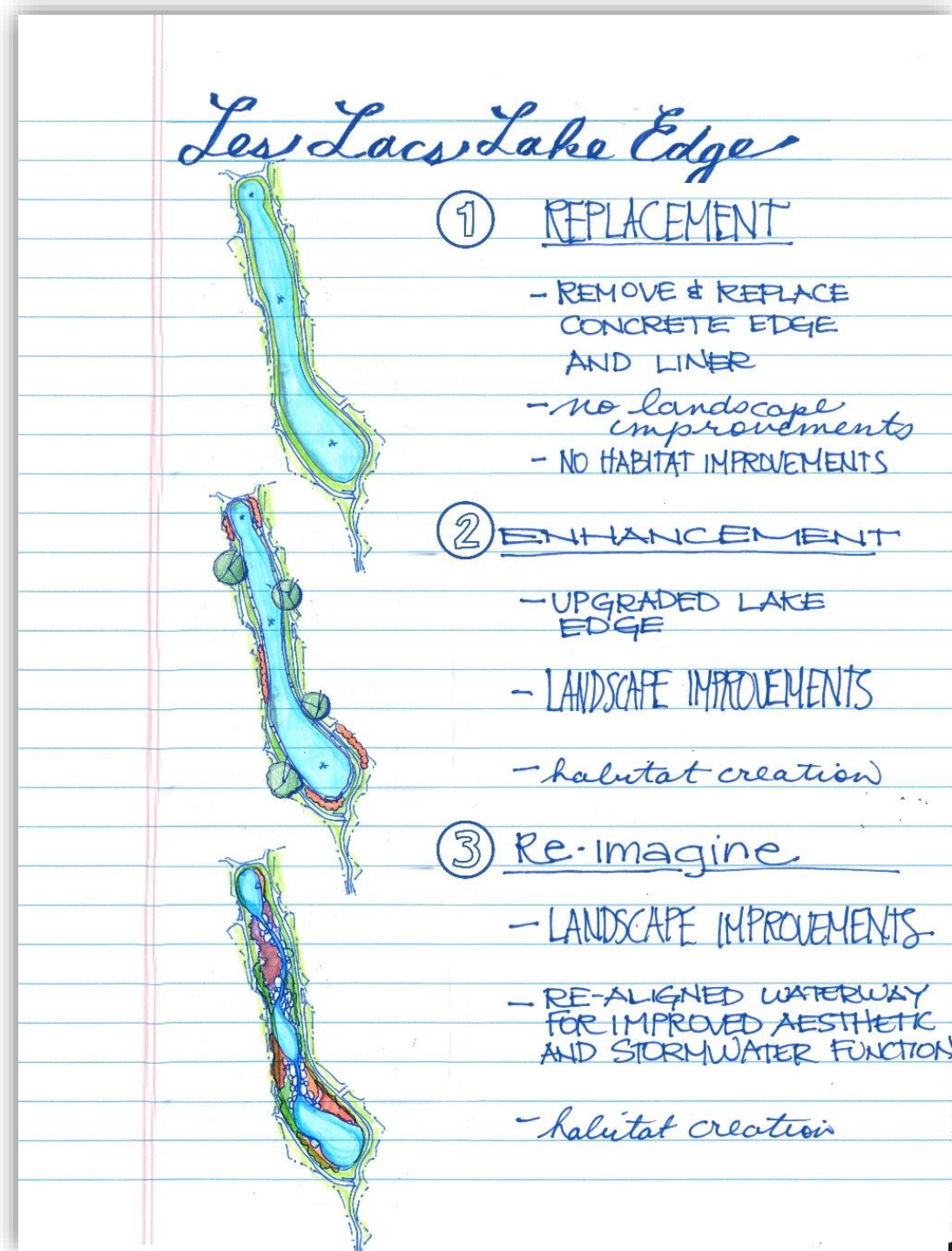
## GOAL

OUR GOAL IS TO ANALYZE AND DOCUMENT EXISTING LES LACS POND SITE CONDITIONS. THE INTENT IS TO MOVE FORWARD WITH DESIGN SOLUTIONS THAT ADDRESS THE AGING CONCRETE POND EDGE AND POND LINER AS WELL AS LANDSCAPE AESTHETIC WHILE BEING MINDFUL OF WILDLIFE HABITAT, BEING SENSITIVE TO THE ENVIRONMENT, AND PROVIDING AN AMENITY RESIDENTS CAN ENJOY



# Design Options

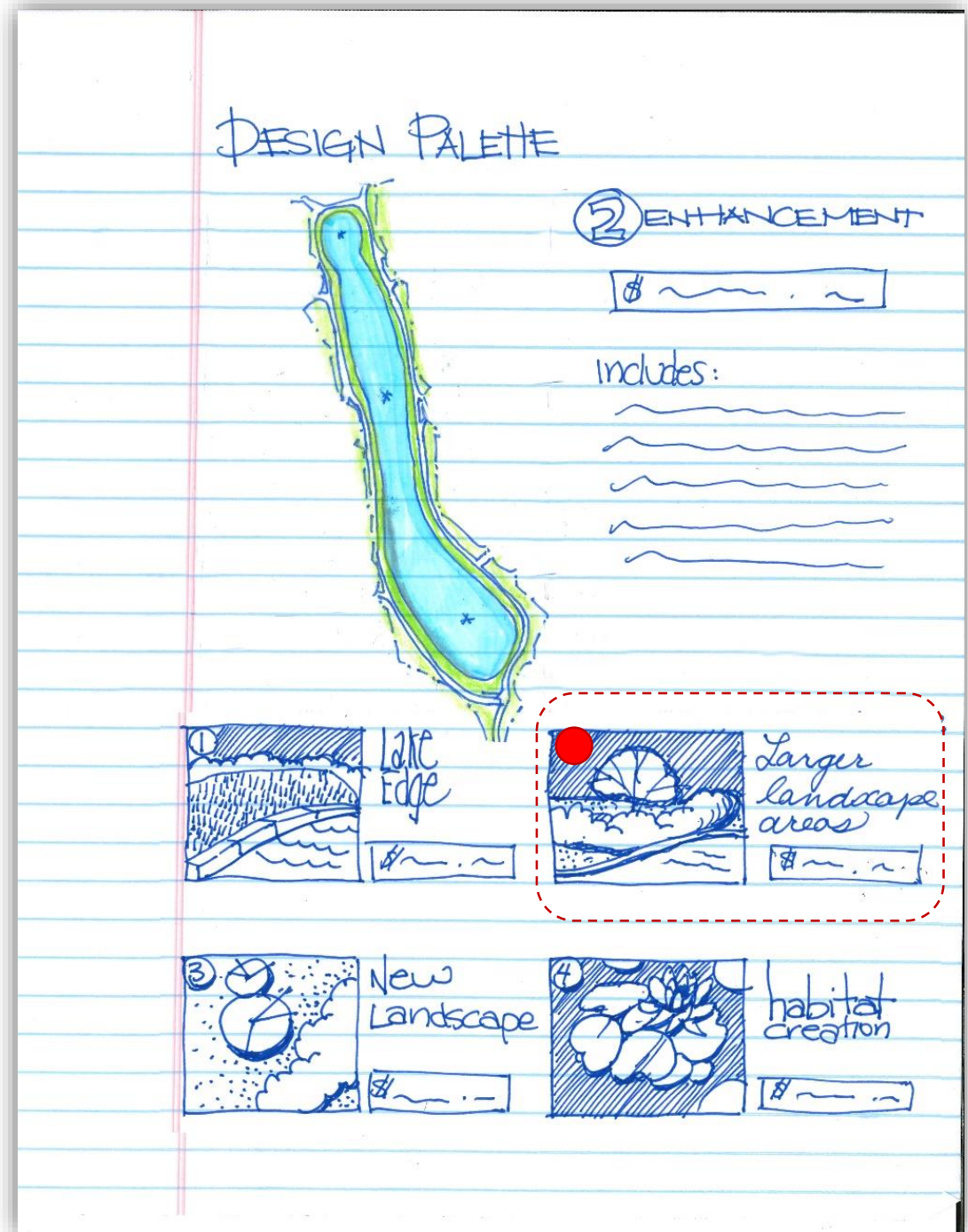
- Information to be provided
  - 3 Options
    - Replace Existing Pond Liner and Concrete Edge
    - Replace Existing Pond Liner and Concrete Edge Plus Landscape Improvements
    - Re-design Pond Layout
  - Financial Impacts
    - Projected Improvement Cost
    - Maintenance Cost
    - Funding Options
- Information to be gathered
  - Preferred option for each section





# Design Options

- Summary of the different project elements
- Summary of the potential project costs
- Clear direction for staff and the consultants
- Manage Expectations







## LEGEND

### PEDESTRIAN AMENITIES

- 01 FOUNTAINS
- 02 PET STATIONS
- 03 TRASH RECEPTACLES
- 04 OVERLOOK AND WATERFALL

### VEGETATION

- 01 TURF
- 02 CANOPY TREES TYPE 1
- 03 ORNAMENTAL TREES
- 04 CANOPY TREES TYPE 2

### UTILITIES

- 01 STORMWATER OUTFALL
- 02 POND OVERFLOW
- 03 ELECTRICAL ENCLOSURE

### SITEWORK

- 01 PROPERTY BOUNDARY
- 02 CONCRETE FLUMES
- 03 LIMESTONE SUB-LAYER
- 04 AGING IRREGULAR POND EDGE
- 05 STEEP SLOPES
- 06 WALK NOT ADA ACCESSIBLE





### LEGEND

#### PEDESTRIAN AMENITIES

- 01 OPPORTUNITY: ADD LIGHTING AND NEW FOUNTAIN HEADS
- 02 OPPORTUNITY: UPGRADE PET STATIONS
- 03 OPPORTUNITY: UPGRADE TRASH RECEPTACLES
- 04 OPPORTUNITY: ENHANCE WATERFALL AREA WITH LED LIGHTING AND CLEANING OF ROCKS
- 05 OPPORTUNITY: FITNESS STATIONS ALONG WALK

#### VEGETATION

- 01 OPPORTUNITY: ADD ENHANCED LANDSCAPE
- 02 CONSTRAINT: PRESERVE TREES
- 03 OPPORTUNITY: SEATING AT VITEX  
CONSTRAINT: PRESERVE TREES
- 04 CONSTRAINT: PRESERVE TREES
- 05 CONSTRAINT: NARROW CONDITIONS BY FENCE LOTS  
OPPORTUNITY: LANDSCAPE BUFFER AT LOTS
- 06 OPPORTUNITY: REDUCE MAINTENANCE COSTS BY PARTIAL REDUCTION IN TURF COVERAGE

#### UTILITIES

- 01 OPPORTUNITY: OIL-DEBRIS SEPARATOR FOR 48" SYSTEM
- 02 CONSTRAINT: HAZARDOUS CONDITION NEXT TO OVERFLOW  
OPPORTUNITY: TRASH RACK
- 03 ELECTRICAL ENCLOSURE

#### SITWORK

- 01 PROPERTY BOUNDARY
- 02 OPPORTUNITY: MANAGE SURFACE WATER RUNOFF BEFORE ENTERING POND
- 03 CONSTRAINT: LIMESTONE SUB-LAYER  
OPPORTUNITY: IMPROVE AESTHETICS AND REDUCE MAINTENANCE BY SMOOTHING POND EDGE
- 05 OPPORTUNITY: STEPPED WALLS AT STEEP SLOPES
- 06 OPPORTUNITY: UNDULATE WALK THROUGHOUT OPEN SPACES
- 07 OPPORTUNITY: MAKE WALK ADA ACCESSIBLE
- 08 OPPORTUNITY: ROOT BARRIER TO PROTECT SIDEWALKS AND POND LINER





## LEGEND

- |                                       |  |
|---------------------------------------|--|
| <b>01</b> PROPERTY BOUNDARY           | <b>06</b> PROPOSED RETAINING WALLS                         |
| <b>02</b> EXISTING FOUNTAINS          | <b>07</b> MAKE WALK ADA ACCESSIBLE                         |
| <b>03</b> EXISTING DECK AND WATERFALL | <b>08</b> PROPOSED POND OVERFLOW TRASH RACK                |
| <b>04</b> EXISTING TREES TO REMAIN    | <b>09</b> PROPOSED SMOOTHING OF ENTIRE PERIMETER POND EDGE |
| <b>05</b> EXISTING CONCRETE FLUME     | <b>10</b> APPLY STONE VENEER TO OUTFALL STRUCTURE          |

DESIGN TIMELINE: 4 - 6 MONTHS

CONSTRUCTION TIMELINE: 6 - 8 MONTHS

BASE COST - POND DEMOLITION, NEW LINER AND NATURAL EDGE: \$790,000

CONCEPT OPTION 1 - POND LANDSCAPE, AMENITY AND SITE IMPROVEMENTS: \$297,000

MATERIALS TESTING, CONSTRUCTION ADMINISTRATION, PERMITTING, LANDSCAPE

ARCHITECTURE AND ENGINEERING, & SURVEYING SERVICES: \$271,750

TOTAL PROBABLE COST: \$1,358,750.00

## NOTES:

OPTION 1 INCLUDES THE MINIMUM WORK REQUIRED TO REPLACE THE LINER, MEET ADA REQUIREMENTS AND SMOOTH OUT THE POND EDGE TO IMPROVE MAINTENANCE.





## LEGEND

- |  |  |  |   |
|--|--|--|---|
| <b>01</b> PROPERTY BOUNDARY  | <b>07</b> WIDEN WALKS TO 8' AND CREATE CURVILINEAR ALIGNMENT   | <b>13</b> EXISTING DECKING WITH PROPOSED MOVABLE SEATING AND GAME AREA | <b>19</b> PROPOSED EDUCATIONAL SIGNAGE                              |
| <b>02</b> NEW FOUNTAINS WITH LED LIGHTING                                      | <b>08</b> PROPOSED POND OVERFLOW TRASH RACK                    | <b>14</b> PROPOSED FITNESS STATIONS ALONG WALK                         | <b>20</b> PROPOSED ROOT BARRIER TO PROTECT SIDEWALKS AND POND LINER |
| <b>03</b> EXISTING WATERFALL WITH PROPOSED LED LIGHTING AND CLEANING OF ROCKS  | <b>09</b> PROPOSED SMOOTH POND FORM AND CONCRETE EDGE          | <b>15</b> PROPOSED BOARDWALK   | <b>21</b> NUTRIENT/DEBRIS COLLECTION CHAMBER                        |
| <b>04</b> PRESERVE EXISTING TREES AND ADD UPLIGHTING (*)                       | <b>10</b> PROPOSED SMOOTH POND FORM AND NATURAL LANDSCAPE EDGE | <b>16</b> PROPOSED BRIDGE  |   |
| <b>05</b> EXISTING CONCRETE FLUME WITH PROPOSED RAIN GARDEN AND STONE BOULDERS | <b>11</b> PROPOSED SMOOTH POND FORM AND STONE EDGE             | <b>17</b> PROPOSED MEANDERING WALK                                     |   |
| <b>06</b> PROPOSED RETAINING WALLS   | <b>12</b> PROPOSED ART   | <b>18</b> PROPOSED AQUATIC PLANTING                                    |   |

DESIGN TIMELINE: 6 - 8 MONTHS

CONSTRUCTION TIMELINE: 9 - 12 MONTHS

BASE COST - POND DEMOLITION AND RECONSTRUCTION OF POND LINER: \$790,000

CONCEPT OPTION 2 - POND LANDSCAPE, AMENITY AND SITE IMPROVEMENTS: \$2,637,000

MATERIALS TESTING, CONSTRUCTION ADMINISTRATION, PERMITTING, LANDSCAPE

ARCHITECTURE AND ENGINEERING, & SURVEYING SERVICES: \$856,750

TOTAL PROBABLE COST: \$4,283,750.00

## NOTES:

OPTION 2 INCLUDES ITEMS SHOWN IN OPTION 1 AND RECOMMENDED ENHANCEMENTS. THE ENHANCEMENTS WILL BE PRIORITIZED BY COMMUNITY INPUT.



# COMMENT CARD

Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ # Years of Residency \_\_\_\_\_

Email \_\_\_\_\_ Male or Female \_\_\_\_\_

Phone \_\_\_\_\_ Owner or Renter \_\_\_\_\_

1

**EDGE CONDITIONS** - Choose from one of the following options:

- ☐ **NATURAL EDGE ONLY (\$0)** – Earthen edge with sod gently sloping and terminating at water line.
- ☐ **CONCRETE EDGE ONLY (\$632,185)** – Formed concrete border approximately 12" wide. Color and finish to be determined.
- ☐ **STONE EDGE ONLY (\$632,185)** – Decorative stone edge to be chosen per residents' preferences.
- ☐ C1) Flagstone edge at consistent width (\$).
- ☐ C2) Stone cap, 18" wide, to hang over water's edge (\$\$).
- ☐ C3) Stone blocks provide seating along edge (\$\$\$).
- ☐ **NATURAL, CONCRETE, AND STONE EDGES (\$493,200)** – All three materials (36% Natural / 42% Concrete / 22% Stone Blocks) to be used throughout the site as shown in Option 2.
- ☐ **NO PREFERENCE**

2

**PLANTING** - Choose from one of the following options:

- ☐ **NATIVE PLANTINGS (\$792,600)** – Variety of container grown native Texas grasses to undulate along the pond edge varying from 24"-36" in height.
- ☐ **HYBRID (\$792,600)** – Variety of native Texas grasses and formal planting. Pockets of native Texas grasses integrated with formal planting to meander along the pond edge.
- ☐ **FORMAL (\$792,600)** – Variety of container grown formal shrubs and groundcover. Plant types to match existing formal landscape aesthetic and undulate along pond edge. Provides opportunity for evergreen plant material to maintain seasonal interest year round.
- ☐ **NO PREFERENCE**

3

**INTERACTIVE AMENITIES** - Choose from one or more of the following options:

- ☐ **GAMES (\$36,250)** – Table games to promote community engagement.
- ☐ **MOVEABLE SEATING (\$81,500)** – Moveable chairs, benches, and tables located on existing decking.
- ☐ **FITNESS STATIONS (\$101,500)** – Groupings of two to three metal fitness stations along walking path to provide exercise opportunities.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**

4

**SITE IMPROVEMENT AMENITIES** - Choose from one or more of the following options:

- ☐ **RETAINING WALLS (\$96,300)** – Utilize stone block walls to provide gentle grade change along pond edge.
- ☐ **MEANDERING WALKS (\$401,665)** – Undulate straight portions of the concrete walk to provide enhanced walking experience.
- ☐ **BRIDGE (\$188,500)** – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Bridge to be metal that is painted black.
- ☐ **BOARDWALK (\$290,000)** – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Boardwalk to be concrete with wooden rails.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**

5

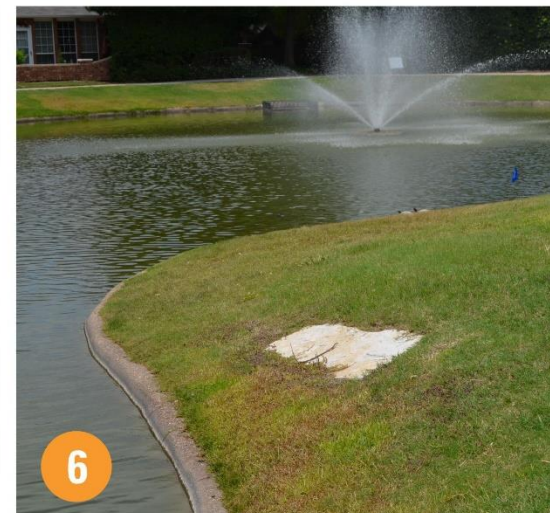
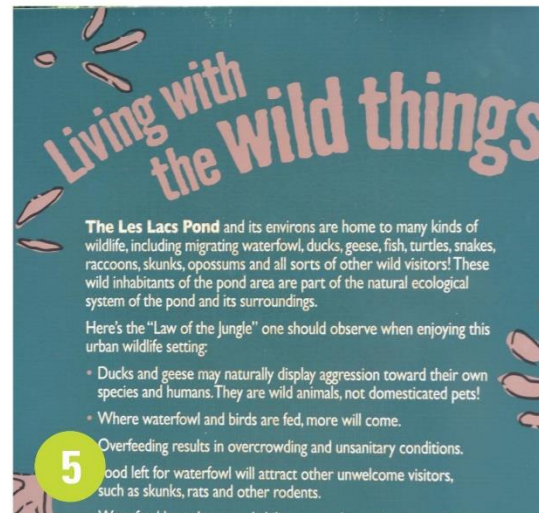
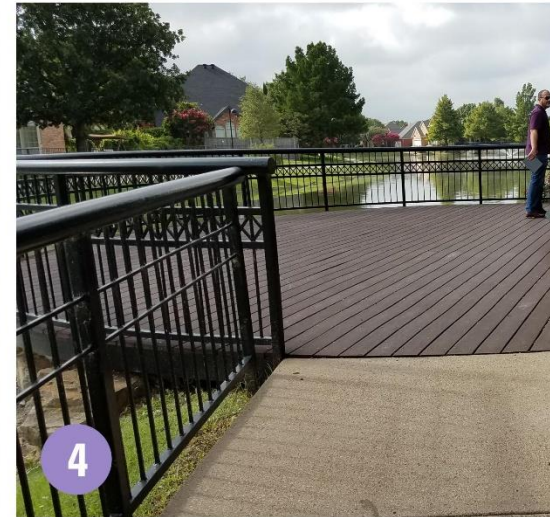
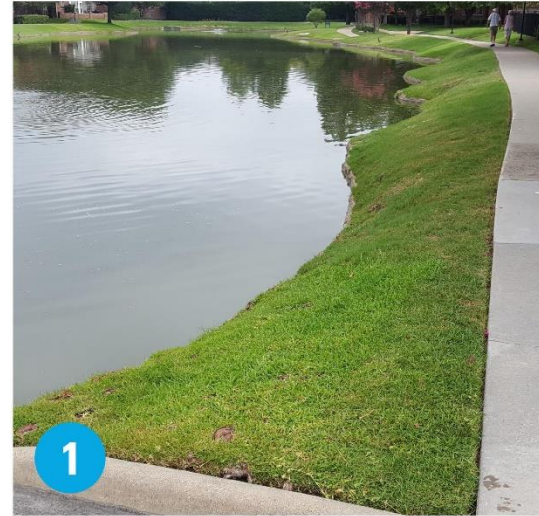
**ENVIRONMENTAL AMENITIES** - Choose from one or more of the following options:

- ☐ **EDUCATIONAL SIGNAGE (\$29,000)** – Attractive, durable, pedestal signage along trail to educate users about the pond ecosystem.
- ☐ **AQUATICS (\$229,000)** – Aquatic plant material set within the pond to catch and filter stormwater runoff from the neighborhood.
- ☐ **RAIN-GARDEN (\$43,500)** – Catch and filter stormwater runoff from the streets by converting concrete flumes into rain-gardens.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**

6

**AESTHETIC IMPROVEMENT AMENITIES** - Choose from one or more of the following options:

- ☐ **FOUNTAIN AND LED LIGHTING (\$61,625)** – Provide an attractive and functional fountain for water aeration and circulation. Add LED lights.
- ☐ **ART (\$0)** – Provide visual interest with art chosen by the Addison Arbor Foundation.
- ☐ **LIGHT (\$68,150)** – Provide fifteen tree uplights to enhance evening park experience.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**





# 1 EDGE CONDITIONS



## A NATURAL

Description - Earthen edge with sod gently sloping and terminating at water line.  
 Cost - \$0



## B CONCRETE

Description - Formed concrete border approximately 12" wide. Color and finish to be determined.  
 Cost - \$632,185



## C1 FLAGSTONE



## C2 STONE CAP



## C3 STONE BLOCKS

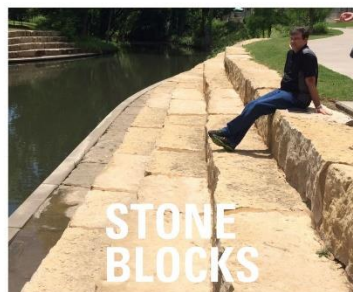
Description - Decorative stone edge to be chosen per residents' preferences. C1) Flagstone edge at consistent width (\$). C2) Stone cap, 18" wide, to hang over water's edge (\$\$). C3) Stone blocks provide seating along edge (\$\$\$).  
 Cost - \$632,185



## D NATURAL



## CONCRETE



## STONE BLOCKS

Description - All three materials (36% Natural / 42% Concrete / 22% Stone Blocks) to be used throughout the site as shown in Option 2.  
 Cost - \$493,200





## 2 PLANTING



### A NATIVE PLANTINGS

Description - Variety of container grown native Texas grasses to undulate along the pond edge varying from 24"-36" in height.

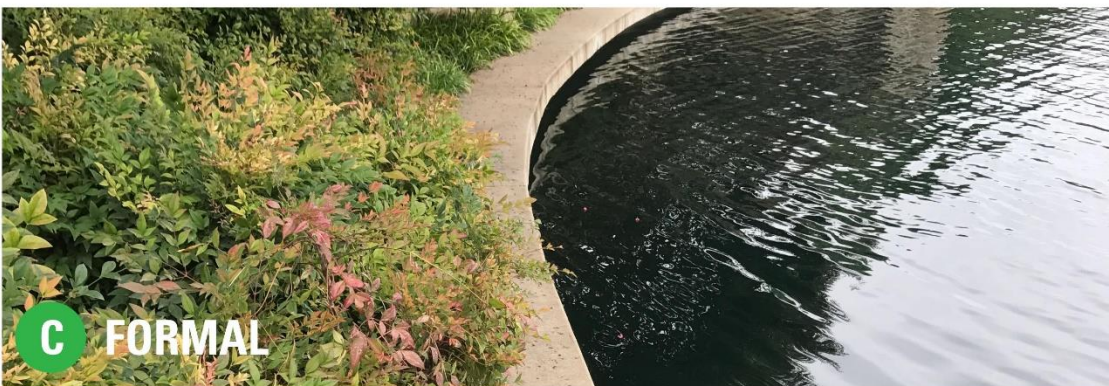
Cost - \$792,600



### B HYBRID

Description - Variety of native Texas grasses and formal planting. Pockets of native Texas grasses integrated with formal planting to meander along the pond edge.

Cost - \$792,600



### C FORMAL

Description - Variety of container grown formal shrubs and groundcover. Plant types to match existing formal landscape aesthetic and undulate along pond edge. Provides opportunity for evergreen plant material to maintain seasonal interest year round.

Cost - \$792,600





### 3 INTERACTIVE AMENITIES



#### A GAMES

Description - Table games to promote community engagement.

Cost - \$36,250



#### B MOVEABLE SEATING

Description - Moveable chairs, benches, and tables located on existing decking.

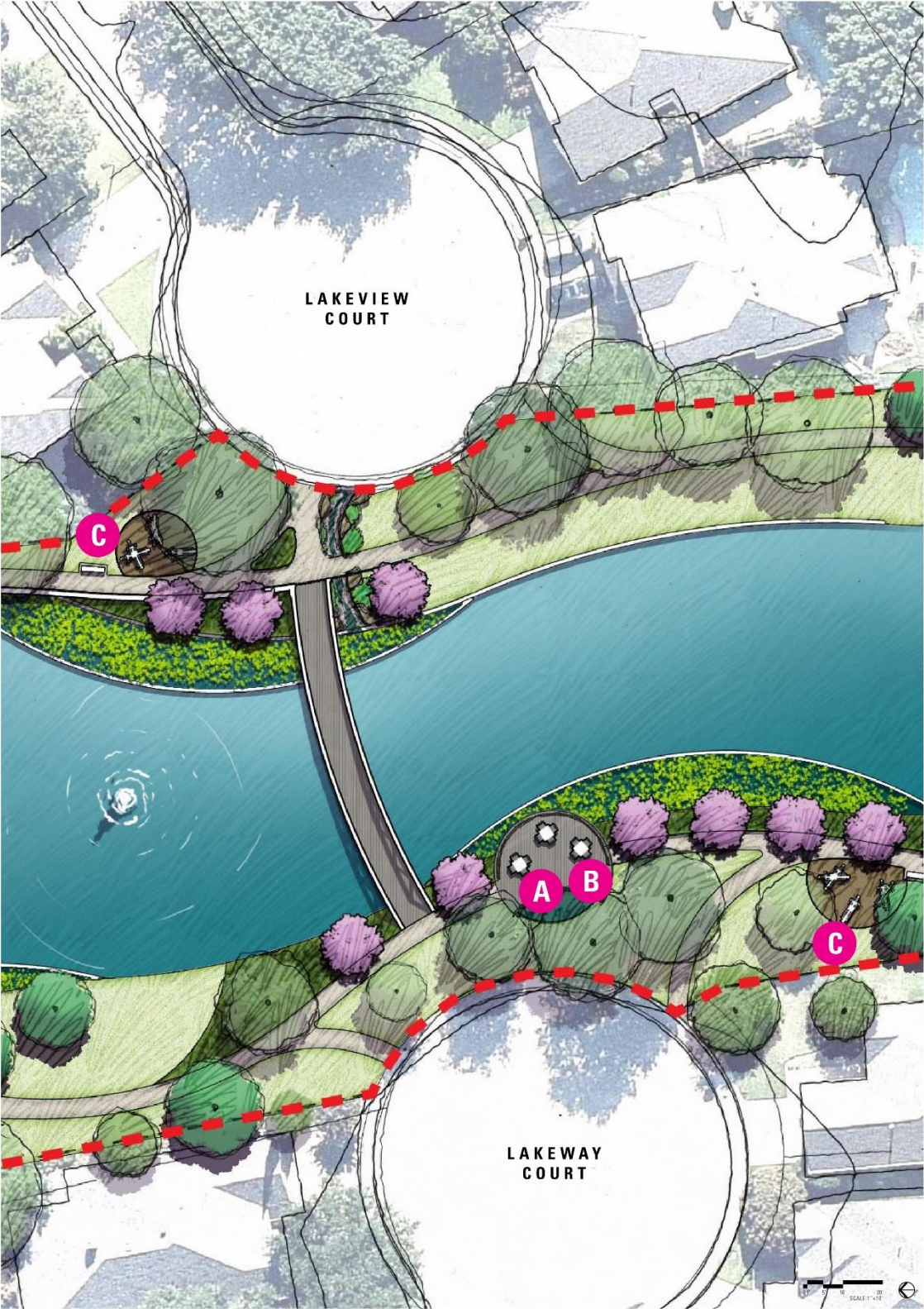
Cost - \$81,500



#### C FITNESS STATIONS

Description - Groupings of two to three metal fitness stations along walking path to provide exercise opportunities.

Cost - \$101,500



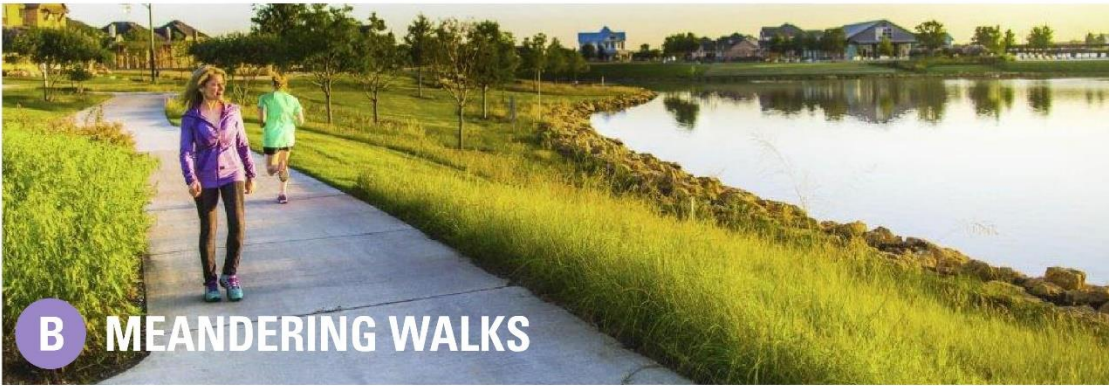


## 4 SITE IMPROVEMENT AMENITIES



### A RETAINING WALLS

Description - Utilize stone block walls to provide gentle grade change along pond edge.  
Cost - \$96,300



### B MEANDERING WALKS

Description - Undulate straight portions of the concrete walk to provide enhanced walking experience.  
Cost - \$401,665

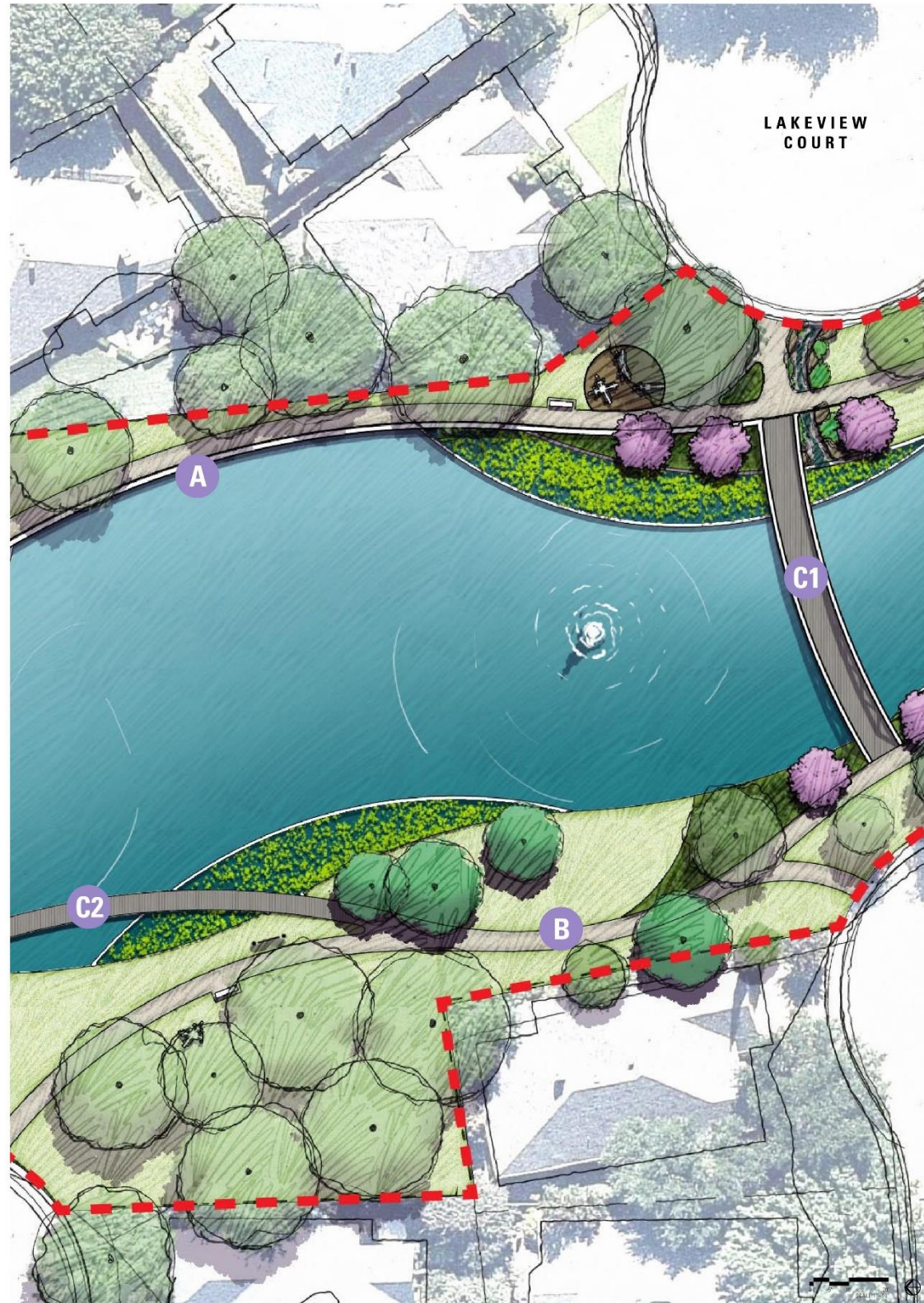


### C1 BRIDGE



### C2 BOARDWALK

Description - Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Bridge to be metal that is painted black. Boardwalk to be concrete with wooden rails.  
Cost - C1 Bridge \$188,500 / C2 Boardwalk \$290,000





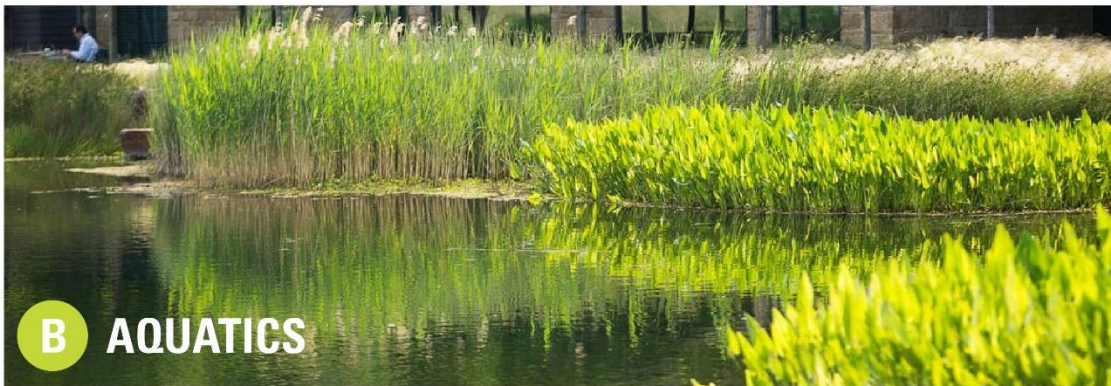
## 5 ENVIRONMENTAL AMENITIES



### A EDUCATIONAL SIGNAGE

Description - Attractive, durable, pedestal signage along trail to educate users about the pond ecosystem.

Cost - \$29,000



### B AQUATICS

Description - Aquatic plant material set within the pond to catch and filter stormwater runoff from the neighborhood.

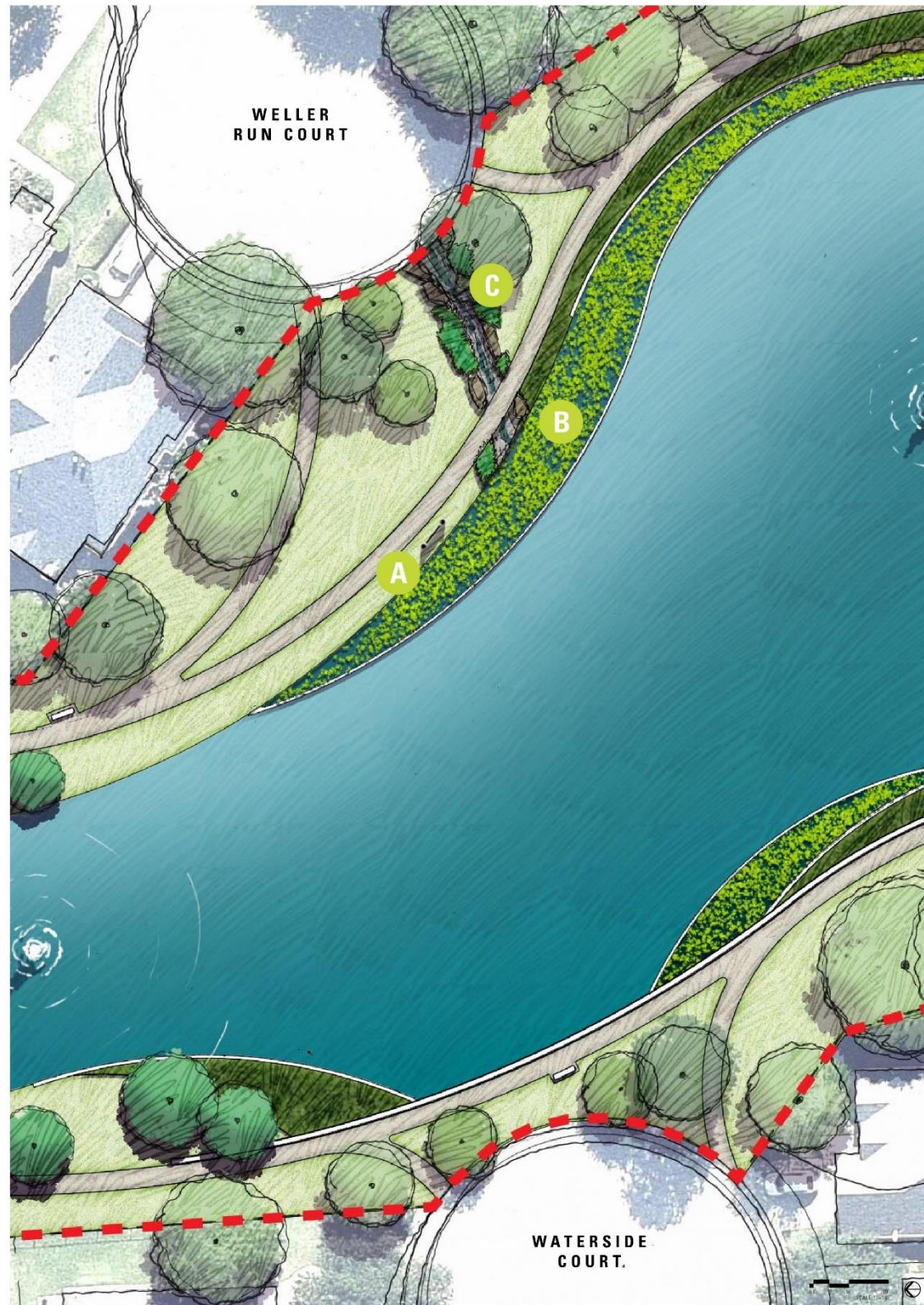
Cost - \$229,000



### C RAIN-GARDEN

Description - Catch and filter stormwater runoff from the streets by converting concrete flumes into rain-gardens.

Cost - \$43,500





## 6 AESTHETIC IMPROVEMENT AMENITIES

### A FOUNTAIN AND LED LIGHTING



Description - Provide an attractive and functional fountain for water aeration and circulation. Add LED lights.  
Cost - \$61,625



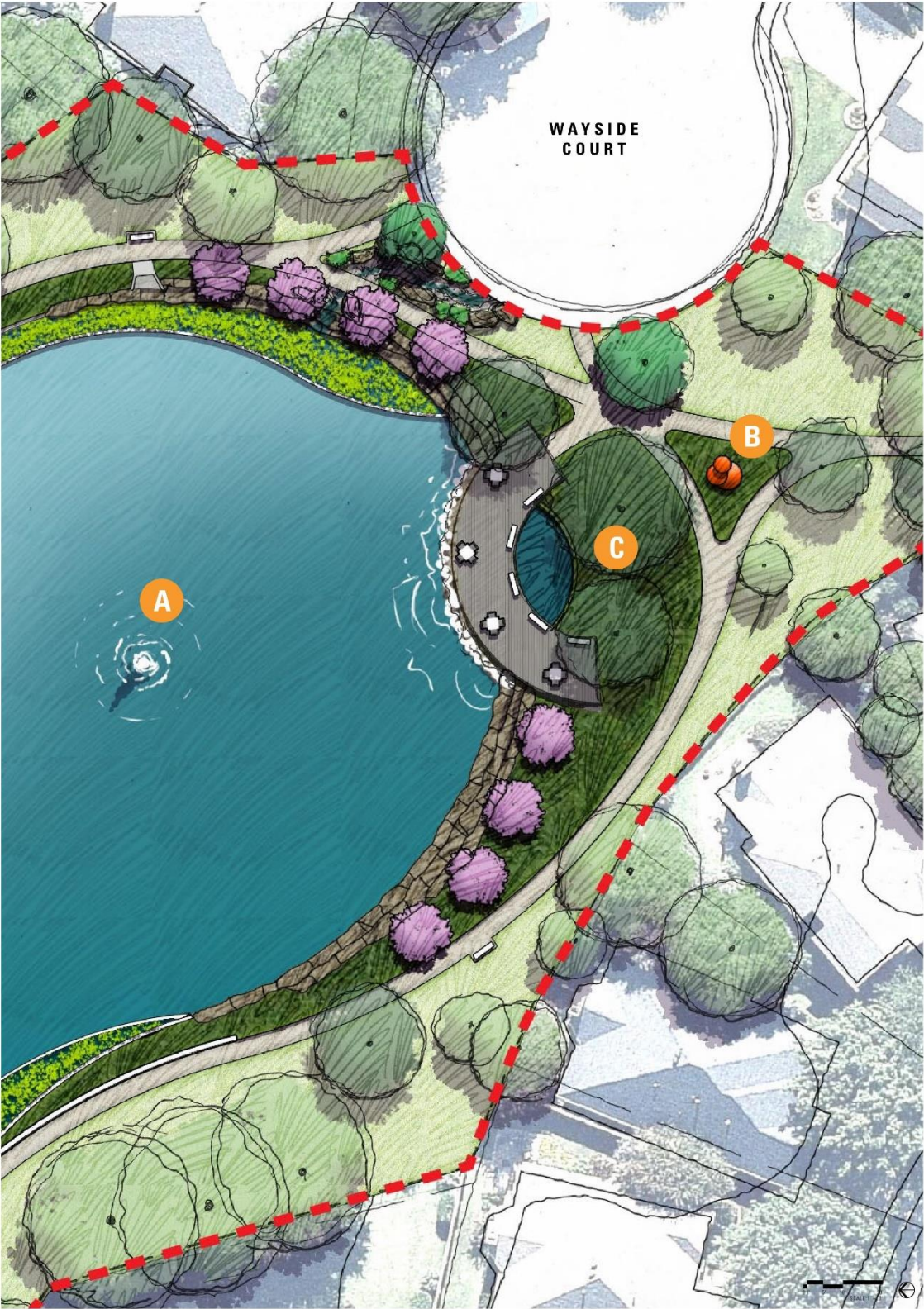
### ADDISON ARBOR FOUNDATION

Description - Provide visual interest with art chosen by the Addison Arbor Foundation.  
Cost - \$0

### C LIGHT



Description - Provide tree uplights to enhance evening park experience.  
Cost - \$68,150





# COMMENT CARD

Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ # Years of Residency \_\_\_\_\_

Email \_\_\_\_\_ Male or Female \_\_\_\_\_

Phone \_\_\_\_\_ Owner or Renter \_\_\_\_\_

1

## EDGE CONDITIONS - Choose from one of the following options:

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- ☐ C2) Stone cap, 18" wide, to hang over water's edge (\$\$).
- ☐ C3) Stone blocks provide seating along edge (\$\$\$).
- ☐ **NATURAL, CONCRETE, AND STONE EDGES (\$493,200)** – All three materials (36% Natural / 42% Concrete / 22% Stone Blocks) to be used throughout the site as shown in Option 2.
- ☐ **NO PREFERENCE**

2

## PLANTING - Choose from one of the following options:

- ☐ **NATIVE PLANTINGS (\$792,600)** – Variety of container grown native Texas grasses to undulate along the pond edge varying from 24"-36" in height.
- ☐ **HYBRID (\$792,600)** – Variety of native Texas grasses and formal planting. Pockets of native Texas grasses integrated with formal planting to meander along the pond edge.
- ☐ **FORMAL (\$792,600)** – Variety of container grown formal shrubs and groundcover. Plant types to match existing formal landscape aesthetic and undulate along pond edge. Provides opportunity for evergreen plant material to maintain seasonal interest year round.
- ☐ **NO PREFERENCE**

3

## INTERACTIVE AMENITIES - Choose from one or more of the following options:

- ☐ **GAMES (\$36,250)** – Table games to promote community engagement.
- ☐ **MOVEABLE SEATING (\$81,500)** – Moveable chairs, benches, and tables located on existing decking.
- ☐ **FITNESS STATIONS (\$101,500)** – Groupings of two to three metal fitness stations along walking path to provide exercise opportunities.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**

4

## SITE IMPROVEMENT AMENITIES - Choose from one or more of the following options:

- ☐ **RETAINING WALLS (\$96,300)** – Utilize stone block walls to provide gentle grade change along pond edge.
- ☐ **MEANDERING WALKS (\$401,665)** – Undulate straight portions of the concrete walk to provide enhanced walking experience.
- ☐ **BRIDGE (\$188,500)** – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Bridge to be metal that is painted black.
- ☐ **BOARDWALK (\$290,000)** – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Boardwalk to be concrete with wooden rails.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**

5

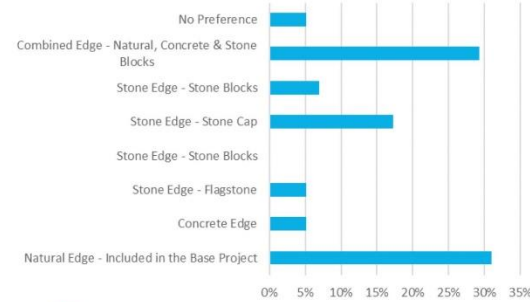
## ENVIRONMENTAL AMENITIES - Choose from one or more of the following options:

- ☐ **EDUCATIONAL SIGNAGE (\$29,000)** – Attractive, durable, pedestal signage along trail to educate users about the pond ecosystem.
- ☐ **AQUATICS (\$229,000)** – Aquatic plant material set within the pond to catch and filter stormwater runoff from the neighborhood.
- ☐ **RAIN-GARDEN (\$43,500)** – Catch and filter stormwater runoff from the streets by converting concrete flumes into rain-gardens.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**

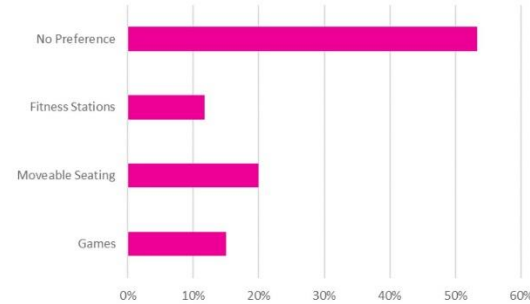
6

## AESTHETIC IMPROVEMENT AMENITIES - Choose from one or more of the following options:

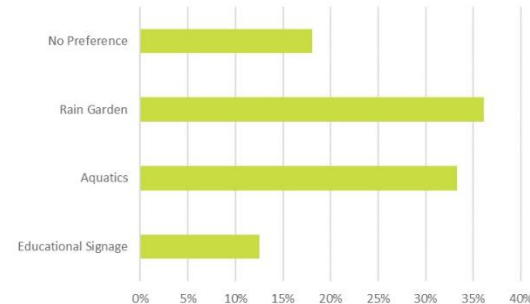
- ☐ **FOUNTAIN AND LED LIGHTING (\$61,625)** – Provide an attractive and functional fountain for water aeration and circulation. Add LED lights.
- ☐ **ART (\$0)** – Provide visual interest with art chosen by the Addison Arbor Foundation.
- ☐ **LIGHT (\$68,150)** – Provide fifteen tree uplights to enhance evening park experience.
- ☐ **NO PREFERENCE**
- ☐ **NONE OF THE ABOVE**



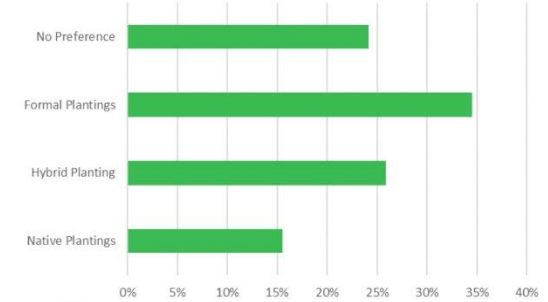
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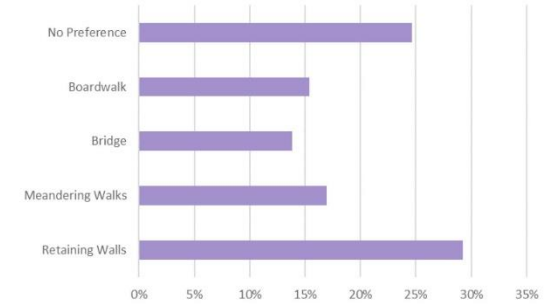
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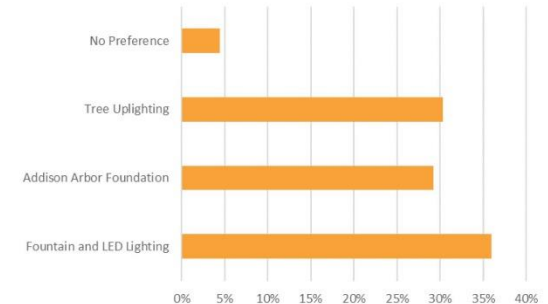
5



2



4



6

STAFF RECOMMENDATION

Name

Age

Address

# Years of Residency

Email

Male or Female

Phone

Owner or Renter

1

EDGE CONDITIONS - Choose from one of the following options:

☐ NATURAL EDGE ONLY (\$0) – Earthen edge with sod gently sloping and terminating at water line.

☐ CONCRETE EDGE ONLY (\$632,185) - Formed concrete border approximately 12” wide. Color and finish to be determined.

STONE EDGE ONLY (\$632,185) – Decorative stone edge to be chosen per residents’ preferences.

☐ C1) Flagstone edge at consistent width (\$).

☐ C2) Stone cap, 18” wide, to hang over water’s edge (\$\$).

☐ C3) Stone blocks provide seating along edge (\$\$\$).

☐ NATURAL, CONCRETE, AND STONE EDGES (\$493,200) - All three materials (36% Natural / 42% Concrete / 22% Stone Blocks) to be used throughout the site as shown in Option 2

☐ NO PREFERENCE

2

PLANTING - Choose from one of the following options:

☐ NATIVE PLANTINGS (\$792,600) – Variety of container grown native Texas grasses to undulate along the pond edge varying from 24”-36” in height.

☐ HYBRID (\$792,600) – Variety of native Texas grasses and formal planting. Pockets of native Texas grasses integrated with formal planting to meander along the pond edge.

☐ FORMAL (\$792,600) – Variety of container grown formal shrubs and groundcover. Plant types to match existing formal landscape aesthetic and undulate along pond edge. Provides opportunity for evergreen plant material to maintain seasonal interest year round

☐ NO PREFERENCE

3

INTERACTIVE AMENITIES - Choose from one or more of the following options:

☐ GAMES (\$36,250) – Table games to promote community engagement.

☐ MOVEABLE SEATING (\$81,500) – Moveable chairs, benches, and tables located on existing decking.

☐ FITNESS STATIONS (\$101,500) – Groupings of two to three metal fitness stations along walking path to provide exercise opportunities.

☐ NO PREFERENCE

☐ NONE OF THE ABOVE

4

SITE IMPROVEMENT AMENITIES - Choose from one or more of the following options:

☐ RETAINING WALLS (\$96,300) – Utilize stone block walls to provide gentle grade change along pond edge.

☐ MEANDERING WALKS (\$401,665) – Undulate straight portions of the concrete walk to provide enhanced walking experience.

☐ BRIDGE (\$188,500) – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Bridge to be metal that is painted black.

☐ BOARDWALK (\$290,000) – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Boardwalk to be concrete with wooden rails.

☐ NO PREFERENCE

☐ NONE OF THE ABOVE

5

ENVIRONMENTAL AMENITIES - Choose from one or more of the following options:

☐ EDUCATIONAL SIGNAGE (\$29,000) – Attractive, durable, pedestal signage along trail to educate users about the pond ecosystem.

☐ AQUATICS (\$229,000) – Aquatic plant material set within the pond to catch and filter stormwater runoff from the neighborhood.

☐ RAIN-GARDEN (\$43,500) – Catch and filter stormwater runoff from the streets by converting concrete flumes into rain-gardens.

☐ NO PREFERENCE

☐ NONE OF THE ABOVE

6

AESTHETIC IMPROVEMENT AMENITIES - Choose from one or more of the following options:

☐ FOUNTAIN AND LED LIGHTING (\$61,625) – Provide an attractive and functional fountain for water aeration and circulation. Add LED lights.

☐ ART (\$0) – Provide visual interest with art chosen by the Addison Arbor Foundation.

☐ LIGHT (\$68,150) – Provide fifteen tree uplights to enhance evening park experience.

☐ NO PREFERENCE

☐ NONE OF THE ABOVE

Base Project:1,358,750

Recommended Amenities:1,784,375

Total Recommended Project:3,133,125

1

Option	Percentage
No Preference	5%
Combined Edge - Natural, Concrete & Stone Blocks	30%
Stone Edge - Stone Blocks	5%
Stone Edge - Stone Cap	15%
Stone Edge - Stone Blocks	5%
Stone Edge - Flagstone	5%
Concrete Edge	5%
Natural Edge - Included in the Base Project	30%

2

Option	Percentage
No Preference	25%
Formal Plantings	35%
Hybrid Planting	25%
Native Plantings	15%

3

Option	Percentage
No Preference	55%
Fitness Stations	10%
Moveable Seating	20%
Games	15%

4

Option	Percentage
No Preference	25%
Boardwalk	15%
Bridge	15%
Meandering Walks	15%
Retaining Walls	30%

5

Option	Percentage
No Preference	15%
Rain Garden	35%
Aquatics	30%
Educational Signage	10%

6

Option	Percentage
No Preference	5%
Tree Uplighting	30%
Addison Arbor Foundation	30%
Fountain and LED Lighting	35%





## Work Session and Regular Meeting

3.

**Meeting Date:** 04/09/2019

**Department:** Infrastructure- Development Services

**Pillars:** Entrepreneurship & Business Hub  
Excellence in Transportation Systems  
Optimize the Addison Brand

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### **AGENDA CAPTION:**

Present and Discuss the **Current Status of Black Forest / Galaxy Aviation's Redevelopment of the Airport's Southeast Quadrant.**

### **BACKGROUND:**

In December 2018, the Town executed a 40 year ground lease with Black Forest Aviation (BFA) for the redevelopment of the 15.68 acres across from Addison Circle Park, known as the southeast quadrant. BFA anticipates the construction of a new Fixed Based Operator (FBO) with two 40,000 square foot hangars and one 30,000 square foot hangar. The FBO will be operated by Galaxy Aviation.

In accordance with the lease terms, BFA is currently in an inspection period. A Phase I and Phase II environmental site assessment was completed in mid-February that identified mold and asbestos in each of the Collins Hangars. Airport staff is currently working with an environmental specialist to prepare a remediation plan and to perform the required abatement. BFA's inspection period ends on April 12, 2019 or upon the Town's completion and acceptance of the remediation plan, which ever is later.

In the mean time, BFA has begun to draft their development plans and has submitted preliminary plans to Town staff for comment. BFA anticipates construction to start late this summer.

During the Work Session, staff will present an update on this project and present conceptual renderings of the proposed hangars.

### **RECOMMENDATION:**

Information only, no action required.

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### **Attachments**

Presentation - Southeast Quadrant Redevelopment Update

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# **Southeast Quadrant – Black Forest / Galaxy Aviation Update**

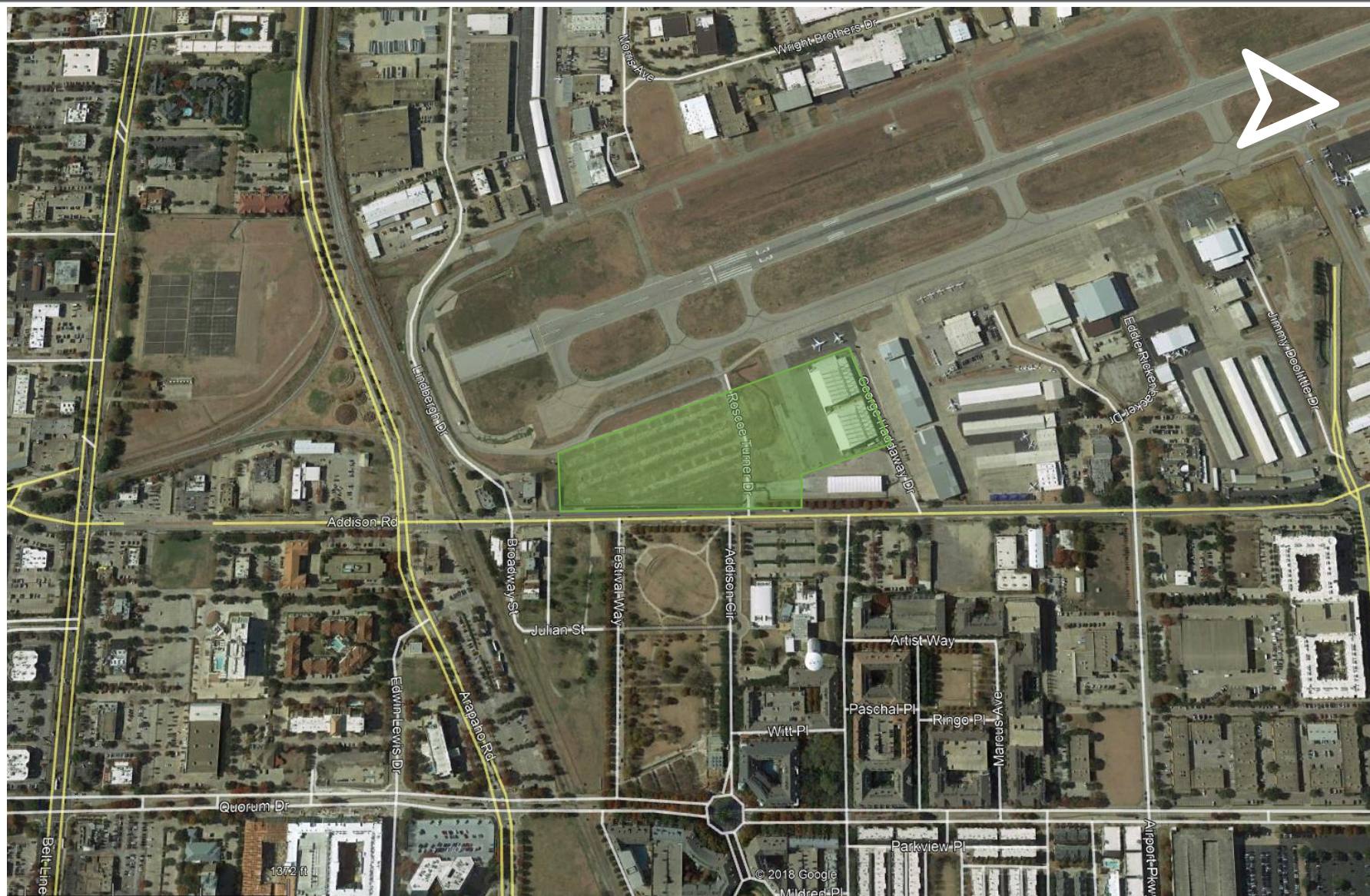
April 9, 2019

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle with a white circle and a grey triangle in the top-left corner.

**ADDISON**

# Southeast Quadrant

ADDISON



- Lease with Black Forest Aviation (BFA) was executed on December 12, 2018
  - Three-hangar FBO operated by Galaxy Aviation
- BFA completed Phase I and II environmental site assessments in mid-February
  - Airport responsible for mold and asbestos remediation in Collins hangars
  - Airport preparing remediation plan
- Inspection period ends on April 12, 2019 or upon acceptance of remediation plan, whichever is later.



- Upon BFA's acceptance of the property, Airport will give 120-day notice to existing tenants of Collins hangars
  - Cavanaugh Flight Museum (Jani-King)
  - Metroplex Aviation
- Preliminary notice given to tenants via email on March 29, 2019
- Once vacated, Airport will commence remediation activities
  - 10-14 days to complete
- BFA anticipates construction to start late Summer 2019
  - Preliminary plans submitted to Town staff for review

# Site Plan





# Building Elevations

ADDISON





# Building Elevations

ADDISON





# Building Elevations

ADDISON





# Building Elevations

ADDISON





# Building Elevations

ADDISON



# Questions?



**Work Session and Regular Meeting**

**4.**

**Meeting Date:** 04/09/2019

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider Action to **Approve the March 26, 2019 City Council Work Session and Regular Meeting Minutes.**

**BACKGROUND:**

The City Secretary has prepared the March 26, 2019 City Council Work Session and Regular Meeting Minutes for Council approval.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - March 26, 2019 City Council Work Session and Regular Meeting

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION & REGULAR SESSION**

**March 26, 2019**

**ADDISON TOWN HALL**  
5300 Belt Line Rd., Dallas, TX 75254  
6:00 p.m. Executive Session & Work Session  
7:30 Regular Meeting

Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Lori Ward; Council Member Guillermo Quintanilla; and Council Member Marlin Willesen

1. **Call Meeting to Order:** Mayor Chow called the meeting to order at 6:03 pm

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**Closed (executive) session of the Addison City Council pursuant to: Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:**

- **Budget Suites of America located at 15130 Marsh Lane, Addison, Texas 75001**

Mayor Chow closed the open meeting and convened the City Council into Closed Executive Session at 6:03 pm.

**Reconvene into Regular Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.**

Mayor Chow reconvened the City Council into Open Session at 6:39 pm. No action taken.

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## **WORK SESSION**

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### **2. Present and Discuss the Format for the Town Meeting on April 15, 2019.**

Mary Rosenbleeth, Director of Public Communications, facilitated a discussion regarding the format for the upcoming Town Meeting. Council Member Marlin Willesen and Deputy Mayor Pro-Tempore Paul Walden requested further discussion of concerns about the use of Facebook Live during the upcoming Town Meeting. This topic was previously considered during a Work Session on March 12.

Council Members reviewed their topic assignments, time allocations, and sequence of presentations for the Town Meeting. Council asked if the technical difficulties experienced at the Fall Town Meeting had been resolved. Staff replied that they believe they have. Council confirmed that the meeting will be broadcast live via multiple sources but not via Facebook Live.

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### **3. Present and Discuss the Appointment of a Special Project Committee to Provide Input on Art and Station Design Elements Associated with the DART Cotton Belt Regional Rail Project.**

Charles Goff, Assistant Director of Development Services, presented information concerning a Special Project Committee. In December 2018, Dallas Area Rapid Transit (DART) awarded a contract for the design and construction of the Cotton Belt Regional Rail Project. As part of the design process, DART proposed the creation of an Art & Design Committee that would help design features/art to reflect the community in which a new station will be located. Staff requested direction to establish membership, composition and the appointment process. Committee membership is limited to 8 to 14 individuals for participation in five (5) workshops in a four (4) month period. Council directed staff to reach out to the community, including the Addison Arbor Foundation Board, to obtain applications from those interested in serving on the Committee. Council will consider appointments at the second meeting in April. Deputy Mayor Pro-Tempore Braun inquired whether Council Members could be selected for the Committee. Staff indicated they would research that question and provide a response.

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## **REGULAR MEETING**

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### **Pledge of Allegiance**

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### **Announcements and Acknowledgements Regarding Town and Council Events and Activities**

### **Discussion of Events/Meetings**

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**Public Comment:** *The City Council invites citizens to address the City Council on any topic not on*

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*this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.*

No citizens or audience members requested to address the City Council on a topic not on the agenda.

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## **CONSENT AGENDA**

*All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

4. **Consider Action to Approve the March 12, 2019 Work Session and Regular Meeting Minutes and the March 14, 2019 Economic Development Work Session Minutes.**
  5. **Consider Action to Approve a Resolution for an Agreement with Fello, Inc. for the Rental of Point of Sale Hardware Systems for Addison's Major Special Events (Taste Addison, Kaboom Town! and Oktoberfest) and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$92,110.**
  6. **Consider Action to Approve a Resolution Authorizing the Town of Addison, Texas to Enter into an Inter-Local Agreement with the City of Carrollton, Texas for the Utilization of Carrollton's Fleet Service Garage for the Maintenance and Repair of Addison Fire Apparatus Equipment and Emergency Vehicles for a Term Expiring September 30, 2019 and Authorize the City Manager to Execute the Agreement.**
  7. **Consider Action to Approve a Resolution to Authorize an Agreement Between the Town of Addison and Joe Goddard Enterprises, LLC, for the Purchase and Installation of Six (6) New Outdoor Early Warning Systems Speakers and Additional Amplifier Modules and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed ~~\$144,619.48.~~ \$114,619.48.**
  8. **Consider Action to Approve the Purchase of Belt Line Street Light Poles, Base Covers, Luminaries, Pulse Start Lamps, and Breakaway Support Systems and Authorize the City Manager to Execute the Purchase in an Amount not to Exceed \$76,746.40.**
  9. **Consider Action to Approve the Purchase of Traffic Signal Controllers, Traffic Signal Lights, Communications Units, Traffic Signal Backup Batteries, Video Detection Upgrades, Associated Components; Renewal of Traffic Signal Software; an Agreement for the Maintenance and Testing of the Back-Up Battery System and Authorize the City Manager to Execute the Purchase in an Amount not to Exceed \$240,265.**
-

Mayor Chow called for any requests from the City Council to pull any item from the Consent Agenda for separate discussion. There were no requests; however, City Manager Wesley Pierson advised there was an error in CONSENT AGENDA Item (7). The amount not to exceed is shown incorrectly on the agenda caption but is correct in the Agenda Memo, Resolution and Contract. Correction was noted above. The correction/amendment is to be made a part of the motion.

**MOTION:** Council Member Ward moved to approve CONSENT AGENDA Items 4 through 9 with correction/amendment to Item 7. Motion was seconded by Council Member Hughes. Motion carried unanimously.

**Resolution No. R19-20:** Fello, Inc. rental agreement for software Special Events

**Resolution No. R19-21:** City of Carrollton interlocal agreement to utilize Fleet Service Garage

**Resolution No. R19-22:** Joe Goddard Enterprises, LLC agreement for outdoor warning system.

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## REGULAR ITEMS

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10. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception for Lupe Tortilla, Located at 4535 Belt Line Road, from the Code of Ordinances, Chapter 62 Section 62-163. – Area, in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**

Charles Goff, Assistant Director of Development Services, presented the Meritorious Exception Ordinance for Lupe Tortilla. This item was presented and discussed at the March 12<sup>th</sup> City Council meeting and Tabled to allow Staff and Lupe Tortilla Representatives an opportunity to negotiate a compromise regarding the size of the pepper logo. Council requested that any proposed solution be justifiable and formulaic. Based on this direction, Staff developed a formula based on the set-back of the building from the street. This formula would allow the Lupe Tortilla Pepper Logo, that will be located seventy (70') feet from the street, to be authorized at thirty-four (34") inches tall. Lupe Tortilla's Representative expressed agreement with to this compromise as it would allow their brand, the pepper, visible from the street.

Council inquired whether this new Letter/Logo Distance-Height formula would be incorporated in a future ordinance amendment. Mr. Goff advised that this formula would be discussed and considered during the Unified Code Development process.

**MOTION:** Council Member Hughes moved to approve ordinance as submitted. Council Motion was seconded by Member Willesen. Motion carried unanimously.

**Ordinance No. O19-09:** Meritorious Exception Lupe Tortilla Sign/Logo, 4535 Belt Line Road

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11. **Present, Discuss, and Consider Action on an Ordinance Amending Chapter 22 -**

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**Businesses, of the Code of Ordinances by Adding Article IX, Hotel/Motel Maximum Exemptions from the Payment of Hotel Occupancy Tax, in order to Set a Cap on the Number of Room Nights that May be Exempt from the Payment of Hotel Occupancy Tax.**

Charles Goff, Assistant Director of Development Services, presented the proposed amendment to Chapter 22 regarding Hotel/Motel maximum exemptions for payment of hotel occupancy taxes. The City Council has held discussions since 2017 regarding area hotels operating as a long-term housing accommodation rather than a short-term rental. The hotel occupancy tax is paid by the guest for a short-term rental of less than 30 days and is remitted by the hotel/motel owner. Funds from this tax promote tourism and the convention and hotel industry. The Town of Addison is a tourist and convention destination with twenty-three hotels and various events held throughout the year.

This amendment requires hotels to operate so that no more than thirty (30%) percent of room nights may claim the permanent, long-term resident exemption. Any hotel that operates in violation of this requirement is subject to a fine of up to \$500 per occurrence. In addition, a hotel that continues to operate in violation of this requirement for three (3) months within a twelve (12) month period, may have their hotel's certificate of occupancy revoked.

Mr. Goff provided a corrected copy of the proposed ordinance for Council action. Council deliberated on Section 6 of the proposed ordinance regarding the date this ordinance would become effective. Staff was directed to add an effective date of June 1, 2019 and to notify all hotels of the adoption of this ordinance.

**MOTION:** Council Member Hughes moved to approve this ordinance with the change to Section 6 by adding an effective date of June 1, 2019. Deputy Mayor Pro-Tempore Braun seconded this motion. Motion carried unanimously.

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12. **Present, Discuss and Consider Action on an Ordinance Amending Chapter 2 - Administration of the Code of Ordinances to Allow for the Sale of Unclaimed Impounded Personal Transport Vehicles, and Amending Chapter 70 - Streets, Sidewalks and Other Public Places of the Code of Ordinances by Adding Article VII, Division 2. Personal Transport Vehicles to Regulate Bikesharing and Scootersharing Companies in the Public Right-of-Way and on Town Property.**

Charles Goff, Assistant Director of Development Services, presented this ordinance to regulate personal transport vehicles in the Town. During the March 12 Work Session, Staff presented a draft ordinance and permit agreement. After receiving input and direction at that meeting this ordinance was presented for action. This is a pilot program with all permit agreements with personal transport vehicle companies to expire in December 31, 2019 if not sooner. A 30-day clause is included at which time the Town or company may terminate the contract and cease operation.

Council Members expressed various health, safety and clutter concerns associated with PTVs. In addition, they advised they had received negative comments from constituents regarding allowing these companies to operate in the Town. Mayor Chow commented that if the PTV concept is unprofitable, the companies will not stay. They provide a mobility option for our visitors. Council reiterated the ability to end the pilot program with 30 days' notice if the PTVs become a problem.

**MOTION:** Mayor Pro-Tempore Walden moved to approve Item #12. Council Member Quintanilla seconded the motion. Motion carried 4 to 3 with Deputy Mayor Pro-Tempore Braun, Council Member Ward and Council Member Willesen voting against.

**Ordinance No. O19-11:** Addition of Personal Transport Vehicles to Chapter 2 & 70.

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13. **Present, Discuss and Consider Action on a Resolution Authorizing the City Manager to Execute Easement and Property Acquisition Documents Necessary to Construct Public Improvements Associated with the Midway Road Reconstruction Project.**

Jason Shroyer, Assistant Director of Infrastructure, presented this resolution authorizing the city manager to execute easement and property acquisition documents to proceed with the Midway Road Reconstruction Project authorized in the 2012 Bond Election. The \$16M General Obligation Bond will make necessary roadway improvements to Midway Road from Spring Valley Road to Keller Springs Road. Acquisition of parcels of property along the roadway will expand the current right-of-way to accommodate the wider sidewalks associated with this project. Plans are to start the land acquisition in early May with introduction letters and property owner meetings scheduled for April 10<sup>th</sup>.

Staff advised that this is an established practice used by the Town in previous roadway improvement projects. This resolution authorizes the city manager to sign the purchase documents for properties where the project will require additional right-of-way. The overall process of land acquisition i.e. right-of-way survey, appraisals, negotiations, acceptance and condemnation, if necessary, were explained.

**MOTION:** Mayor Pro-Tempore Walden moved to approve. Council Member Ward seconded the motion. Motion carried unanimously.

**Resolution No. R19-023:** Authorize city manager to acquire right-of-way associated with Midway Road Reconstruction Project.

---

14. **Present and Discuss an Update on the Design of the Midway Road Reconstruction Project.**

Jason Shroyer, Assistant Director of Infrastructure, presented an update on the \$39.3 million-dollar Midway Road Reconstruction Project. At the 2012 Bond Election \$16M was approved for



this Project and in November 2018, Council directed the City Manager to proceed with the issuance of Certificates of Obligation in the amount of \$25 million to construct the project. To date, approximately 60% of the design is complete. The project design is expected to be 90% complete in April 2019. Staff indicated they will continue to meet with Dallas Area Rapid Transit (DART) to discuss and coordinate the Midway Road Reconstruction Project with DART's Cotton Belt Line. Staff stated they anticipate the civil plans, design, land acquisition, and procurement to take approximately three (3) years. City Manager Pierson informed Council that this will be a long, disruptive project. In anticipation of the disruption it will cause, Staff has developed a marketing and communication plan to keep citizens informed. Council expressed concern of how this construction project could affect adjacent businesses and property owners. Discussion only, no action required or taken.

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15. **Present, Discuss, and Consider Action to Reject the Proposal Received in Response to Request for Proposal #19-16 for Debris Monitoring Services for the Cities of Addison, Carrollton, Coppell, and Farmers Branch.**

Shawn Cheairs, Infrastructure & Development Services Management Assistant, requested the City Council reject Bid Proposal #19-16 Debris Monitoring Services. This project would be a joint venture between the Cities of Carrollton, Coppell, Farmers Branch and the Town of Addison for debris monitoring services that would only be activated in the aftermath of a large-scale debris producing disaster such as a tornado. The Request for Proposal (RFP) was solicited on October 19, 2018 with a due date of November 8, 2018. Since only one (1) bid was received (DebrisTech LLC), the cities' representatives recommend the bid be rejected. A new RFP will be re-issued in April with DebrisTech LLC encouraged to re-submit a bid.

**MOTION:** Council Member Hughes moved to reject Proposal #19-16. Council Member Willesen seconded the motion. Motion carried unanimously.

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**Adjourn**

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

**Work Session and Regular Meeting**

**5.**

**Meeting Date:** 04/09/2019

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider Action to Approve the **March 28, 2019 City Council and Planning & Zoning Commission Joint Meeting Minutes.**

**BACKGROUND:**

The City Secretary has prepared the minutes of the March 28, 2019 City Council and Planning and Zoning Commission Joint Special Meeting for Council approval.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - March 28, 2019 Joint Special Meeting City Council and Planning and Zoning Commision

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**DRAFT**  
**OFFICIAL ACTIONS OF THE ADDISON  
CITY COUNCIL  
and  
PLANNING & ZONING COMMISSION  
JOINT SPECIAL MEETING**

**Thursday, March 28, 2019 @ 6:00 pm**

**ADDISON TREEHOUSE**  
14681 Midway Road, Suite 200  
Addison, Texas

City Council Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Lori Ward; and Council Member Marlin Willesen

Council Absent: Council Member Guillermo Quintanilla

Commission Present: Chairman Kathryn Wheeler, Commissioner Linda Groce, Commissioner John Meleky, Commissioner Robert Catalani, Commissioner Jerry Dougan, Commissioner Tom Souers

Commission Absent: Commissioner Eileen Resnik

1. **Call to Order and Announce Quorum** – City Council and Planning & Zoning Commission.
2. **Present and Discuss the Development Code Review Process and Solicit Feedback on the Addison Development Regulations Assessment Report.**

**Presentation:** *Charles Goff, Assistant Director of Development Services; Clarion Associates, LLC – Matthew Goebel, Jim Spung, Jim Dougherty.* At the 2018 Strategic Plan Meeting a Milestone was created to set a goal of reviewing the town ordinances and regulations with a focus on modernization to facilitate re-development. Clarion Associates, LLC was hired to assist in the creation of a new Unified Development Code with the assistance of Staff and a Special Project Committee. A review of the Town's zoning, subdivision, landscaping and signage regulations have been conducted and public comment has been solicited online via the Town's

website and various social media outlets since March 8, 2019. On March 27, the Unified Development Code Special Project Committee met to discuss the findings of the Development Regulations Assessment created by Staff and consultants. and later that evening the public was invited to learn more about this project and provide feedback on the report.

**COUNCIL COMMENTS:** The Council listened to the presentation, provided feedback, and answered questions that were asked by the consultants and Staff to clarify direction regarding the assessment. Topics discussed included: (1) Reorganizing and strengthening the Town's existing zoning regulations by enhancing the use regulations and consolidating / updating accessory and temporary use and structure standards; (2) Improving and tailoring development standards to generally focus on infill and redevelopment, access and connectivity, parking standards, coordinate landscape, buffering, screening and tree protection to maximize efficiency, create town-wide building design standards, exterior lighting and consolidating grading and drainage standards; (3) Streamlining development review procedures by delegating more decision-making power to Staff, establishing common review procedures, codifying and updating the site plan review procedures, establishing distinct review procedures for the Airport; and (4) rewriting the sign regulations.

### **3. ADJOURN**

There being no further business to come before the City Council and the Planning & Zoning Commission, Mayor Chow and Chairman Wheeler adjourned the meeting.

## **TOWN OF ADDISON, TEXAS**

### **City Council**

### **Planning & Zoning Commission**

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Joe Chow, Mayor

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Kathryn Wheeler, Chairman

### **ATTEST:**

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Irma G. Parker, City Secretary



## Work Session and Regular Meeting

6.

**Meeting Date:** 04/09/2019

**Department:** Economic Development

**Pillars:** Entrepreneurship & Business Hub

**Milestones:** Economic development focus on activities which attracting and retaining entrepreneurship and high-tech conferences

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### **AGENDA CAPTION:**

Consider Action to Approve a **Resolution for the First Amendment to Lease Agreement Between Town of Addison and 14671-14683 Midway Road, LP for Approximately 14,800 Square Feet Located at 14681 Midway Road, Commonly Known as The Addison TreeHouse, and Authorize the City Manager to Execute the Agreement.**

### **BACKGROUND:**

The purpose of this agenda item is to enter into an agreement with the landlord of the Addison TreeHouse (14671-14683 Midway Road, LP) to extend the expiring lease of the Addison TreeHouse for an additional five years. The Town currently leases 14,800 square feet. The new lease would commence in May 2019 and expire on May 31, 2024.

As part of the negotiations with the landlord, the base rent will increase by 5% to a monthly amount of \$17,267 (\$207,204 annually) with no annual escalations. The increase is commensurate with average market increases for lease renewals. As a value-add for the increase, the landlord has agreed to address major issues related the Americans With Disability Act (ADA) that were highlighted in the Town of Addison ADA Self-Evaluation & Transition Plan. A construction checklist to be completed by the landlord is attached to the lease extension agreement. It includes improvements to parking, sidewalk slope access to the building, and full bathroom remodels.

All provisions highlighted in the original prime lease executed in February 2014 will remain the same. This includes a pro-rata annual payment share of the operating expenses by the Town not to exceed 7% of the base rent, and occupancy by the Town of Addison of the space is also contingent on annual budget funding by the Town for the space. This means that the Town may exit the lease on an annual basis if City Council decides not to provide funding for the lease of the space for the following year during the annual budget process.

Funding for the space is allocated and available in the Economic Development Budget.

The Addison TreeHouse is home to the Town's Economic Development & Tourism Department (ED&T), and partners which include the Dallas Entrepreneur Center, Baylor University's Accelerated Ventures Program, and a satellite office of the North Texas Small Business Development Center. The TreeHouse currently houses 65 startups that employ 80 people. Over the last four years, the TreeHouse has launched over 100 business startups that have brought in over \$8 million in private investment. The Addison TreeHouse has become a unique, one-stop shop for individuals who are starting a new business or need a collaborative work environment to grow their business. Notable graduates include companies such as Pickup Now, Divergence Academy, Post It Play It, Spacee, Elacarte, Menu Runners, and Maverick Windows, just to name a few. Partnerships with groups such as SCORE, the Women's Business Center, and LiftFund, just to name a few, have augmented local programming options.

The large TreeHouse event room has also served as a community space by various departments in the Town to host public meetings, events, and even city council meetings. The space has also provided support to the Town's business retention and expansion program, by being a venue that has been provided to larger, existing Addison businesses who have needed a large open space to host a meeting.

The Addison TreeHouse helped achieve the goals of the 2010 Economic Development Strategic Plan and will continue to be a focal point in the proposed new economic development strategic plan. The efforts launched at the Addison TreeHouse have been recognized by groups such as Google with its Texas e-City Award, NerdWallet with its recognition of Addison as being the number one place in Texas to start a business, and by the International Economic Development Council for the Town's support of entrepreneurs.

## **RECOMMENDATION:**

Administration Recommends Approval.

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## **Attachments**

Resolution - Treehouse Lease Renewal 2019

Agreement - TreeHouse Original Prime Lease Agreement

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN TOWN OF ADDISON AND 14671-14683 MIDWAY ROAD, LP FOR APPROXIMATELY 14,800 SQUARE FEET LOCATED AT 14681 MIDWAY ROAD, COMMONLY KNOWN AS THE ADDISON TREEHOUSE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The First Amendment to Lease Agreement between the Town of Addison and 14671-14683 Midway Road, LP for approximately 14,800 square feet located at 14681 Midway Road, commonly known as the Addison TreeHouse, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

## **EXHIBIT A**

### **FIRST AMENDMENT TO LEASE**

This **FIRST AMENDMENT TO LEASE** (this "First Amendment") has been executed as of the 29<sup>th</sup> day of March, 2019, by and between **14671-14683 MIDWAY ROAD, LP**, a Texas limited partnership ("Landlord") and **TOWN OF ADDISON** ("Tenant").

#### **RECITALS**

- A. Landlord and Tenant executed that certain Office Lease Agreement, dated February 28, 2014 (the "Original Lease"), in which the Lease Term is set to expire on May 8, 2019, for approximately 14,800 rentable square feet in Suite No. 200 of Building 5 (the "Existing Premises") in that building located at 14681 Midway Road, Addison, Texas (the said Building 5 being one of seven [7] buildings located in the "Office in the Park," containing approximately 183,446 rentable square feet with all such buildings being referred to herein collectively as the "Building") as more particularly described on Exhibit "A" and Exhibit "B" to the Original Lease.
- B. Landlord and Tenant desire to execute this First Amendment in order to evidence their agreement to: (1) extend the Lease Term of the Original Lease; and (2) make certain other amendments to the Original Lease, all as more particularly set forth in this First Amendment.
- C. Unless otherwise defined herein, all capitalized terms will have the respective meanings assigned thereto in the Original Lease.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Improvements to Premises.

The Premises will be provided to Tenant on an "as is, where is" basis, with no duty of Landlord to perform any work on the Premises, nor contribute to any work by Tenant. **TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES IS BEING LEASED TO TENANT "AS IS", 'WHERE IS", AND "WITH ALL FAULTS", WITH TENANT ACCEPTING ALL FAULTS AND DEFECTS, IF ANY, THEREIN; AND LANDLORD MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, LANDLORD MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTY AS TO HABITABILITY, FITNESS OR SUITABILITY OF THE PREMISES FOR A PARTICULAR PURPOSE, PROFITABILITY OR OTHER TENANTS IN THE BUILDING, NOR AS TO THE ABSENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCES.** Notwithstanding the foregoing to the contrary, Landlord shall perform ONLY the improvements to the Premises, at the Landlord's sole cost and expense, using Building standard quantities and qualities, as are set forth in Exhibit "A" Work Responsibility.



2. Extension of Lease Term.

Landlord and Tenant hereby agree that the Lease Term shall be extended for a period ending on May 31, 2024, which is approximately sixty (60) months after the existing expiration date of the Lease Term pursuant to the Original Lease.

3. Rent.

Commencing on the Expansion Date, the Rent for the Premises throughout the Term shall be as follows:

<u>Lease Months</u>	<u>Base Rent per Rentable Square Foot</u>	<u>Base Rent Monthly</u>
5/09/2019 – 5/31/2024	\$14.00	\$17,267.00

Tenant shall additionally be responsible to Landlord for Tenant's Pro Rata Share (as defined in the Original Lease) of Additional Rent (as defined in the Original Lease). The Rent shall be due and payable in equal monthly installments, each such monthly installment due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever. Commencing on May 9, 2019, the Base Year shall be 2019.

4. Brokers.

Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this First Amendment, other than Ballard Brokerage Advisory, LP (Landlord's broker), which commissions shall be paid by Landlord pursuant to a separate written agreement. Tenant and Landlord shall each indemnify, defend and hold harmless the other from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party. This indemnification shall survive the expiration or termination of the Original Lease.

5. No Further Modifications.

Except as specifically set forth herein, the Original Lease shall remain unmodified and in full force and effect.

6. Authority.

Landlord and Tenant represent and warrant for the benefit of the other party that the party executing this First Amendment is duly authorized to execute and deliver this First Amendment, the consent of a third party is not required to render this First Amendment effective, and this First Amendment is binding upon such respective party in accordance with its terms.

7. Ratification.

The Original Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Each party represents to the other that such party, to the best of their knowledge: (a) is currently unaware of any default by the other party under the Lease; and (b) has full power and authority to execute and deliver this First Amendment and this

First Amendment represents a valid and binding obligation of such party enforceable in accordance with its terms. Tenant agrees that the Original Lease shall be amended to reflect the agreements in this First Amendment.

**[Signature page to follow]**



IN WITNESS WHEREOF, this First Amendment has been executed as of (but not necessarily on) the date and year first written above.

Landlord:

**14671-14683 MIDWAY ROAD, LP,**  
a Texas limited partnership

By: MIDWAY DEVCOR-EY, LLC,  
a Texas limited liability company,  
its general partner

By:   
Daniel W. Stansbury, Jr.  
Manager

Date: 03-31-2019

Tenant:

**TOWN OF ADDISON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**  
**Work Responsibility**

<b>Tenant Addison Tree House</b>			
<b>SF: 14,800</b>			
<b>#</b>	<b>VIOLATION SUMMARY</b>	<b>PRIORITY LEVEL</b>	<b>Responsibility</b>
1	Relocate accessible parking. Ensure slopes are no greater than 2% in all directions.	Level 4	Landlord
2	Add compliant access aisles that fully complies with 502.3 with slopes no greater than 2% in all directions.	Level 4	Landlord
3	When parking is reworked, install a compliant curb ramp complying with sections 405 and 406.	Level 4	Landlord
4	Add two parking spaces and ensure one is van accessible with compliant signage. Two of the accessible parking spaces can share an access aisle.	Level 4	Landlord
5	Remove portion of the sidewalk leading up to the brick porch and extend the slope to provide a sidewalk with a running slope of less than 5%.	Level 3	Landlord
<b>Total Cost and Responsibility</b>			Landlord
6	Replace door hardware with lever type hardware that does not require tight grasping or twisting to operate.	Level 5	Tenant
7	Relocate all room signs.	Level 6	Tenant
8	Relocate the AED box to a location where it does not protrude into the path of travel.	Level 10	Tenant
9	Install new hi/lo compliant drinking fountain in a compliant location. Price included under violation #10.	Level 11	Tenant
10	Install a unit for standing persons.	Level 8	Tenant
11	Modify door to provide 18" clearance.	Level 4	Tenant
<b>Total Cost and Responsibility</b>			Tenant
12	Remove one of the doors to alleviate the doors in series condition.	Level 5	Landlord
13	Remodel toilet room to provide a fully compliant stall.	Level 14	Landlord
14	Provide protection at the exposed drains and water lines under the lavatory.	Level 5	Landlord
15	Remove or replace with a dispenser that does not require grasping or twisting to operate.	Level 12	Landlord
16	Remodel toilet room to provide a fully compliant stall.	Level 4	Landlord
17	Provide protection at the exposed drains and water lines under the lavatory.	Level 5	Landlord
18	Lower the urinal to 17" to the rim.	Level 10	Landlord
<b>Total Cost and Responsibility</b>			Landlord
19	Modify sink to provide 34" maximum height.	Level 4	Tenant
<b>Total Cost and Responsibility</b>			Tenant



## OFFICE LEASE AGREEMENT

### 1. Definitions and Basic Provisions.

- (a) "Base Year" means 2014.
- (b) "Commencement Date" means seventy (70) days following the date that Landlord and Tenant have fully executed this Lease (the "Effective Date").
- (c) "Expense Stop" means the Operating Expenses for 2014.
- (d) "First Month Rent" is \$15,416.67 (paid at lease execution).
- (e) "Fixed Base Rent" means from the Commencement Date through and including the 60<sup>th</sup> full calendar month after the Commencement Date, a monthly amount equal to Fifteen Thousand Four Hundred Sixteen and 67/100 Dollars (\$15,416.67).
- (f) "Landlord:" 14671-14683 Midway Road LP, a Texas limited partnership.  
c/o Franks Real Estate, Inc.  
8100 Lomo Alto, Suite 235  
Dallas, Texas 75225
- (g) "Lease Term" means a period of sixty (60) months commencing on the Commencement Date and, if not terminated otherwise, ending on the 60<sup>th</sup> full calendar month following the Commencement Date.
- (h) "Permitted Use" is general office.
- (i) "Premises" means approximately 14,800 rentable square feet (subject to audit) located at 14681 Midway Road, Suite No. 200 of Building 5 shown and designated on the attached Exhibit A in Office in the Park (the said Building 5 being one of seven [7] buildings located in the "Office in the Park," containing approximately 183,446 rentable square feet with all of such buildings being referred to herein collectively as the "Building") located on the tract of land in Addison, Dallas County, Texas more particularly described on the attached Exhibit B (the "Land").
- (j) "Rent" means all amounts due from Tenant to Landlord under this Lease including, without limitation, Fixed Base Rent, Operating Expenses, late charges, interest, attorneys' fees and all other amounts now or hereafter due Landlord under the Lease.
- (k) "Security Deposit" is \$15,416.67 (paid at lease execution).
- (l) "Tenant:" Town of Addison  
5300 Belt Line Road  
Dallas, Texas 75254

### 2. Grant and Lease Term.

(a) Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the Premises for the Lease Term unless sooner terminated as provided herein, to be continuously used and occupied, in whole or in part, by Tenant only for the Permitted Use (for purposes hereof, the Premises shall be deemed not to be continuously used and occupied only if Tenant fails to use and occupy the entire Premises for a period of 12 consecutive months after the Commencement Date. If this Lease is executed before the Premises become vacant, or if the Premises are otherwise unavailable or not ready for occupancy (including, without limitation, because the Landlord Finish Work on Exhibit C has not been substantially completed), or if any present tenant or occupant of the Premises holds over, and Landlord cannot

acquire possession of the Premises prior to the Commencement Date, Landlord shall not be in default of this Lease and Tenant shall accept possession of the Premises at such time (not to exceed ninety (90) days from the original Commencement Date) as Landlord tenders possession and such date shall be deemed to be the Commencement Date and this Lease shall continue for the same number of months as specified in the Lease Term (and all dates shall be adjusted accordingly). In the event the extended Commencement Date exceeds one hundred sixty (160) days from the original Commencement Date, this Lease shall be of no force and effect and any sums tendered to Landlord by Tenant shall be refunded and neither party shall have any obligation to the other hereunder. The Commencement Date shall not be extended, however, for the completion of any installations or improvements to the Premises which in any manner exceed or are in addition to the Landlord's work described on the attached Exhibit C (the "Finish Work"), if any, regardless of whether such items are installed or constructed by Landlord or by Tenant. The parties agree to sign a writing confirming the actual Commencement Date if it is other than the date specified in paragraph 1(b).

(b) Landlord covenants that, subject to acts of God, fire and other casualties, Tenant's payment of all Rent and Tenant's performance of all terms and conditions of this Lease, Tenant's peaceful and quiet enjoyment of its leasehold interest shall not be disturbed or interrupted by Landlord or anyone acting on behalf of or through Landlord.

(c) Tenant shall have an annual right to terminate this Lease solely for the failure of the Town of Addison's council to appropriate funds for this Lease on an annual basis. In the event such appropriation is not made in any calendar year during the Lease Term, Tenant shall (i) provide Landlord with at least one hundred twenty (120) days written notice of termination (the "Termination Notice"), (ii) payment of the Termination Payment (defined below), and (iii) return of the Premises in the condition required by this Lease. For purposes of this Lease, the "Termination Payment" shall be equal to one of the following: (i) if Tenant terminates the Lease within the first thirty six (36) months of the Lease Term, Tenant shall reimburse Landlord for one hundred percent (100%) of Landlord's leasing commissions, or (ii) if Tenant terminates the Lease after the thirty sixth (36<sup>th</sup>) month of paid rent, Tenant shall reimburse Landlord for the unamortized leasing commission costs utilizing an interest rate of seven percent (7%) to calculate final payoff number. Within 90 days after the Commencement Date, Landlord will provide to Tenant in writing the amount of all leasing commissions paid by Landlord directly in connection with this Lease (together with invoices and other documents information supporting such cost and Landlord's payment thereof) ("Leasing Commissions"). The Termination Payment shall be due and payable with delivery of the Termination Notice. If the Termination Payment is not delivered to Landlord within the time specified, Tenant shall pay a late charge of fifteen percent (15%) of the Termination Payment.

### 3. Rent and other Payments/Late Payment Charge.

(a) Tenant agrees to pay Landlord all Rent including, without limitation, Fixed Base Rent as specified in paragraph 1(e). The obligation of Tenant to pay Rent is an independent covenant and no act or circumstance whatsoever, including, without limitation, any breach by Landlord, shall release or excuse Tenant's obligation to timely pay Rent. The First Month Rent is due and payable on the execution hereof and the Fixed Base Rent is due and payable in advance on the first day of each succeeding month during the Lease Term. Rent for any fractional month at the beginning or end of this Lease shall be prorated. In addition to Rent, Tenant shall pay Landlord all charges for any services, goods or materials furnished by Landlord at Tenant's request which are not required to be furnished by Landlord under this Lease within ten (10) days after Landlord tenders a written statement to Tenant. If any installment of Rent is not paid within ten days of the due date, Tenant shall pay a late charge of five percent.

(b) Notwithstanding anything in this Lease stated or implied to the contrary, Tenant's obligation to pay Rent and all other charges, fees and amounts owing to Landlord is subject to Tenant's annual right to terminate pursuant to Section 2(c) above. Tenant therefore retains the continuing annual right to terminate this Lease for any fiscal year (October 1 through September 30); Tenant's exercise of such right of termination must be by written notice given to Landlord on or before September 1 of any calendar year during the Lease Term.

4. Security Deposit. The Security Deposit is not an advance payment of Rent. Upon an uncured Event of Default, Landlord may, without prejudice to any other remedy or notice to Tenant, use the Security Deposit towards any unpaid Rent. Following any application of the Security Deposit, Tenant shall pay to Landlord on demand an amount sufficient to restore the Security Deposit. If Tenant is not then in default hereunder, any remaining balance of the Security Deposit shall be returned to Tenant within thirty (30) days after expiration of the Lease Term or termination of the Lease, but



Landlord shall have the right to use the remaining balance for cleaning and repairing the Premises if Tenant fails to deliver the Premises in the condition required by this Lease.

5. Construction/No Warranty.

(a) Landlord shall with reasonable diligence prosecute the completion of any Landlord Finish Work (to be accomplished following the Tenant Work Notice [defined below]) set forth on Exhibit C, but this Lease shall not be affected by any delay in the completion of the Landlord Finish Work (except as provided by paragraph 2[a]), nor shall Tenant have any claim against Landlord by reason thereof, and all claims for damages arising out of any delay are hereby waived and released by Tenant. The Landlord Finish Work will be performed in a good and workmanlike manner. Any installations or improvements to the Premises which exceed or are in addition to the Landlord Finish Work, if any, shall be at Tenant's request or by Tenant with Landlord's prior written approval, and Tenant agrees to pay for such items upon demand. Landlord retains absolute control over the exterior appearance of the Building and the exterior of the Premises as viewed from public halls and passageways and Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld, install any lighting, decorations, painting, drapes, window coverings, blinds, shades, lettering, placards or advertising of any type which can be viewed from the exterior of the Building.

(b) Tenant's possession of the Premises shall be conclusive evidence that Tenant has inspected the Premises and accepted the Premises as being in good and satisfactory condition, suitable for the purposes intended by Tenant. **TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD NOR ANY OTHER PERSON WHOMSOEVER HAS MADE, AND TENANT IS NOT RELYING UPON, ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE HABITABILITY, SUITABILITY, ZONING QUALITY, CONDITION OR FITNESS OF THE PREMISES (INCLUDING, WITHOUT LIMITATION, ANY FINISH WORK OR OTHER IMPROVEMENTS THEREON EXCEPT THOSE LISTED ON EXHIBIT C) AND ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED. TENANT ACCEPTS THE PREMISES "AS-IS" AND WITH ALL FAULTS AND TENANT WAIVES ANY DEFECTS IN THE PREMISES AND ANY CLAIMS ARISING THEREFROM AND EXCEPT FOR ANY FINISH WORK, LANDLORD HAS NO OBLIGATION TO MAKE ANY IMPROVEMENTS OR REPAIRS WHATSOEVER TO THE PREMISES.**

(c) Notwithstanding anything to the contrary contained in this Lease, promptly after the Effective Date, Tenant hereby agrees to perform the Tenant Finish Work described on Exhibit C and Exhibit C-1, at Tenant's sole cost and expense. Landlord and Tenant acknowledge that Exhibit C-1 shall be attached after the execution of this Lease, following approval by Landlord of Tenant's proposed plans and specifications. Landlord and Tenant further acknowledge and agree that the Commencement Date shall not be extended as a result of Tenant's preparation of the plans and specifications to be attached as Exhibit C-1. Tenant shall give Landlord written notice (the "Tenant Work Notice") at such time as Tenant reasonably estimates it is 30 days from substantial completion of the Tenant Finish Work. After receipt of the Tenant Work Notice, Landlord shall use reasonable diligence to complete the Landlord Finish Work, and during such work, Landlord shall use reasonable efforts not to unreasonably interfere with the completion of the Tenant Finish Work.

6. Services by Landlord. Landlord will furnish (in a manner comparable to those furnished to properties of similar quality in Addison or Dallas, Texas) to the Premises (a) air conditioning, both heating and cooling, from 7:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 12:00 p.m. on Saturdays (except on holidays) and at such temperatures and in such amounts as may in the reasonable judgment of Landlord be required for comfortable use and occupancy under normal business operations. If Tenant requires air conditioning at any time other than the hours and the days specified above, Tenant shall deliver a written request to the superintendent of the Building before 3:00 p.m. of the business day preceding the extra usage, (b) cold water (at the normal temperature of the supply of water to the Building) for lavatory and toilet purposes and hot water (from the regular Building supply at prevailing temperatures) for lavatory purposes, (c) restroom facilities (including handicap restroom facilities), (d) electric lighting for all public areas and special service areas of the Building in the manner and to the extent deemed by Landlord to be reasonable and standard including replacement of Building standard light bulbs and tubes, (e) janitor and maid service to the Premises on weekdays other than holidays, (f) exterior window washing, (g) cleaning and maintenance of parking areas, exterior walkways and landscaping, (h) non-exclusive passenger elevator service, (i) routine maintenance and replacement of light bulbs in the Common Areas, (j) light and fluorescent bulb replacement in the Premises (at Tenant's cost), (k) access control cards (to include allowing Tenant access to the Building during other than normal business hours), (l) vermin and pest control services and (m) fire sprinkler systems. Electricity in such amounts as is customarily used for general office purposes will be furnished during normal business hours by Landlord at its sole cost as part of the Fixed Base Rent due under this

Lease, and Landlord shall install a sub-meter for the Premises to measure the after-hours electricity used at the Premises ("After-Hours Electricity"). Within ten (10) days of Landlord's delivery of a statement detailing the cost for After-Hours Electricity, Tenant shall reimburse Landlord for one hundred (100%) of such After-Hours Electricity costs. Notwithstanding the foregoing, in the event Landlord determines that Tenant is using after-hours HVAC service in excess of general office standards, Landlord shall have the right to charge Tenant a reasonable fee for the maintenance and repair commensurate with such after-hours HVAC use.

7. Common Area. The "Common Area" of the Building shall be the part of the Building and Land designated by Landlord for the common use of all tenants including, without limitation, halls, lobbies, delivery passages, drinking fountains, parking areas and restrooms which shall be subject to Landlord's sole management and control and shall be operated and maintained as Landlord shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area. Tenant, its employees, subtenants and invitees shall have the nonexclusive right to use the Common Area subject to the Rules and Regulations attached as Exhibit D. Tenant shall not solicit business or display merchandise within any Common Area, distribute handbills or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be reasonably necessary to make repairs or alterations.

8. Adjustment of Rent.

(a) If, during any calendar year following the Base Year, the Operating Expenses (defined below) per square foot of rentable area in the Premises (obtained by dividing the total annual Operating Expenses by the then total Building Rentable Area [defined below]) exceeds the Expense Stop per square foot of rentable area in the Premises, Tenant shall pay to Landlord in accordance with paragraph 8(b) below and as additional Rent, an amount equal to the annual Operating Expenses per rentable square foot in excess of the Expense Stop per rentable square foot multiplied by the number of rentable square feet of the Premises stated in paragraph 1(i) above. Any payment made with respect to the calendar year in which this Lease commences or terminates that is a partial year shall be prorated. Landlord may at its option make reasonable monthly or other periodic charges based upon the estimated increase in annual Operating Expenses. As of the Commencement Date, the total net rentable area of the Building is 183,446 square feet (the "Building Rentable Area"). If the Building Rentable Area as of the Commencement Date is reduced, the calculation of the Operating Expenses per square foot of rentable area in the Premises for a calendar year shall be proportionately and equitably calculated so that the Tenant does not bear a payment of additional Rent pursuant to this paragraph that is inequitable or that is disproportionate to Tenant's occupancy of the Premises, it being the intent of the Parties that the Operating Expenses per square foot of rentable area in the Premises shall not deviate substantially, as a result of a reduction in the Building Rentable Area, from the Operating Expenses per square foot of rentable area in the Premises incurred as of the Commencement Date.

On or before July 1 of each year while this Lease is in effect, Landlord shall provide to Tenant a written good faith estimate of such additional Rent to be paid by Tenant for the following calendar year (or portion thereof). During each calendar year or partial calendar year after the Base Year, Tenant shall pay to Landlord, in advance concurrently with each monthly installment of Fixed Base Rent, an amount equal to such estimated additional Rent for such calendar year or part thereof divided by the number of months therein. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Operating Expenses are available for each calendar year.

"Operating Expenses" means and includes, without limitation, any and all costs of ownership, management, operation and maintenance of any type whatsoever of the Premises, the Building, (including the Common Area) or the Land including, without limitation, wages, salaries, benefits and other related payroll expenses, utility charges, sewage charges, all insurance premiums, real estate ad valorem taxes, special assessments and any taxes in lieu of ad valorem taxes, franchise or margins taxes, accounting and legal fees incurred in connection with the operation and maintenance of the Building and the Land, janitorial and cleaning services, elevator services, licenses, permits and inspection fees, heating and cooling, maintenance, paint, landscaping, security, inspection, labor and supplies, lighting tubes, bulbs and fixtures, extermination, repairs and replacements including a reasonable allowance for Landlord's overhead costs and for depreciation of maintenance equipment, capital improvements, any and all general personal property taxes levied against any items necessary for the management and operation of the Building (including the Common Area) or the Land but such Operating Expenses shall not include depreciation of the acquisition cost of the Building or Land or Landlord's mortgage payments. Tenant agrees that the foregoing method of calculating its share of Operating Expenses meets the



requirements of Section 93.012 of the Texas Property Code.

(b) Notwithstanding the foregoing, Operating Expenses shall not include:

(i) any capital expenditures, including any capital replacements, capital repairs or capital improvements made to the Land or Building or Building systems and such costs shall be amortized over the reasonable life of the capital investment items (in accordance with generally accepted accounting principles), plus interest on the unamortized or undepreciated balance at 2% over the prime rate published in The Wall Street Journal on the publication date nearest the date on which the cost was incurred;

(ii) expenses for the preparation, alteration or repair of space or other work which Landlord performs for any tenant or prospective tenant of the Building other than Tenant;

(iii) expenses for insurable casualties, except for Landlord's insurance deductible;

(iv) expenses incurred in leasing or obtaining new tenants or retaining existing tenants, such as, but not limited to, leasing commissions, rent concessions, advertising or promotion;

(v) interest, amortization or other costs associated with any mortgages, loans or any refinancing of the Building or Land, bad debt loss, rent loss or reserves for either of them;

(vi) cost of any items for which Landlord is actually reimbursed by condemnation proceeds or by warranty;

(vii) all costs to maintaining Landlord's existence as a corporation, partnership or other entity, including the cost of filing tax returns;

(viii) expenses incurred for any necessary replacement for which Landlord is actually reimbursed or which is covered under warranty;

(ix) any cost associated with the business income of the Building or Land;

(x) Landlord's general overhead expenses not related to the Building;

(xi) cost incurred in the removal or abatement of asbestos or other hazardous substances within the Building or Land; and

(xii) Landlord's income taxes and penalties, interest and attorneys' fees on any income taxes.

(c) By March 1 of each calendar year, Landlord shall furnish to Tenant a statement of actual Operating Expenses, including the actual Operating Expenses applicable to the Premises determined as set forth in Paragraph 8(a) and 8(b) above, for the previous calendar year (the "Operating Expenses Statement"). If Tenant's estimated payments of Operating Expenses (if any) under this Paragraph 8 for the year covered by the Operating Expenses Statement exceed actual Operating Expenses applicable to the Premises (determined as set forth in Paragraph 8(a) and 8(b) above) as indicated in the Operating Expenses Statement, then Landlord shall credit (or reimburse Tenant if an excess is determined for the last year or partial year of this Lease upon termination or expiration of this Lease) Tenant for such excess within 30 days after Landlord furnishes the Operating Expenses Statement to Tenant; likewise, if Tenant's estimated payments of Operating Expenses under this Paragraph 8 for such year are less than the actual Operating Expenses applicable to the Premises (determined as set forth in Paragraph 8(a) and 8(b) above) as indicated in the Operating Expenses Statement, then Tenant shall promptly pay Landlord such deficiency within 30 days after Landlord furnishes the Operating Expenses Statement to Tenant. The provisions of this paragraph 8(c) shall survive the expiration or earlier termination of this Lease.

(d) (i) Tenant may, at its sole expense and within ninety (90) days after receiving the Operating Expenses Statement for a particular year, deliver to Landlord written notice of Tenant's intent to audit and inspect Landlord's

books and records with respect to charges for that year. If Tenant does not deliver to Landlord written notice within such ninety (90) day period of its intent to audit and inspect the books and records, Tenant shall be deemed to approve such Operating Expenses Statement for that particular year in all respects and Tenant shall have no further right to hire an accountant or otherwise challenge the Operating Expenses for that year. Tenant shall complete its audit within thirty (30) days after the date Landlord first provides Tenant access to Landlord's books and records. If Landlord and Tenant are not able to agree on the amount of any adjustments to the Operating Expenses within thirty (30) days following the delivery of Tenant's results, Tenant, at its sole cost, may hire an independent certified public accountant with a minimum of ten (10) years' experience mutually acceptable to both Landlord and Tenant that is not being compensated by Tenant on a contingency fee basis to audit the Operating Expenses in question. If Tenant fails to hire such an accountant within one hundred eighty (180) days after receiving the Operating Expenses Statement, Tenant shall be deemed to have approved the Operating Expenses Statement in all respects and Tenant shall have no further right to hire an accountant or otherwise challenge the Operating Expenses Statement for that year. Notwithstanding the foregoing, if the results of the audit reveal that Landlord overstated the Operating Expenses by more than seven percent (7%), Landlord shall reimburse Tenant for the reasonable out-of-pocket costs and expenses of the audit (not to exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)).

(ii) All information obtained through the Tenant's audit with respect to financial matters (including, without limitation, costs, Operating Expenses and income) and any other matters pertaining to Landlord or the Building as well as any compromise, settlement or adjustment reached between Landlord and Tenant relative to the results of the audit shall be held in strict confidence by Tenant and its officers, agents and employees and Tenant shall cause its auditor and any of its officers, agents and employees to be similarly bound. As a condition precedent to Tenant's exercise of its right to audit, Tenant must deliver to Landlord a signed covenant from the auditor selected by Landlord and Tenant in a form reasonably acceptable to Landlord acknowledging that all of the results of such audit as well as any compromise, settlement or adjustment reached between Landlord and Tenant shall be held in strict confidence and shall not be revealed in any manner or to any person except upon prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, except if required pursuant to any litigation between Landlord and Tenant or if required by law.

Notwithstanding the foregoing provisions of this paragraph 8(d)(ii) or any other provision of this Lease, the requirement to hold as confidential information obtained through Tenant's audit (or otherwise obtained under or in connection with this Lease) is subject to all laws, statutes, ordinances, directives, codes, rules, and regulations of any governmental entity, agency, or authority, including but not limited to the Texas Public Information Act (Chapter 552, Tex. Gov. Code and any successor statute thereto (the "Act")) (collectively, including the Act, "Open Government Laws"). If Tenant receives a request from a third party for any such information, Tenant will, before providing any such information to the requestor, first request a decision from the Texas Attorney General as to whether such information must be provided to the requestor in accordance with the Act and provide to Landlord a notice of such request in accordance with Section 552.305(d) of the Act. Such information may be disclosed if required by any Open Government Laws or pursuant to a valid order or subpoena (or similar instrument) of a court, or pursuant to any order or directive of or direction from any governmental body, agency, office, or entity (including, without limitation, any order or directive of or direction from the office of the Texas Attorney General, whether pursuant to the Act or otherwise).

(iii) No subtenant or assignee shall have any right to conduct an audit. Tenant's audit or inspection shall be conducted in the Town of Addison, Texas (where Landlord shall provide its books and records) and shall be conducted during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays) for the preceding calendar year. Landlord or Tenant shall promptly make any payment to correct any error proven to exist in connection with any audit under this paragraph 8(d). The provisions of this paragraph 8(d) shall survive the expiration or earlier termination of this Lease.

(e) Notwithstanding any other provision of this Lease, solely for the purpose of calculating Tenant's share of Operating Expenses in excess of the Expense Stop, any annual increase in Controllable Operating Expenses for any calendar year within the Lease Term commencing with calendar year 2015 shall not be more than four percent (4%) over the actual Operating Expenses (determined as set forth in paragraphs 8(a) and 8(b) above) for the preceding calendar year calculated on a cumulative basis over the term of this Lease. Controllable Operating Expenses means all Operating Expenses exclusive of all Operating Expenses that are not within the reasonable control of Landlord including, without



limitation, taxes, utilities, repairs and maintenance, insurance premiums, security, snow and ice removal, and emergency repairs.

9. Tenant's Electricity Charge. Landlord will furnish sufficient power for lighting and standard office equipment or machines of low electrical consumption, but not including electricity for equipment or special lighting in excess of Building standard or which require voltage of more than 110 volts single phase. If Tenant has excess requirements for electricity, Tenant shall give Landlord written notice of Tenant's requirements, and Landlord, at Tenant's expense to be reimbursed to Landlord as additional Rent upon demand, will make reasonable efforts to supply such service through the then existing feeders servicing the Building. Landlord may also, at its sole option, install a separate electricity meter(s), at Tenant's expense to be reimbursed to Landlord as additional Rent upon demand. If Tenant has excess electricity requirements for which Landlord does not elect to install separate meter(s), Landlord shall determine the amount of electricity to be allocated to Tenant based on the power requirements of any such equipment, machines or special lighting. If Tenant does not agree with the allocation, Tenant may require Landlord to install a separate meter at Tenant's sole expense by giving written notice to Landlord the cost of such separate meter shall be paid to Landlord in advance by Tenant. Landlord shall not be liable to Tenant for any failure or defect in the supply or character of electricity furnished to the Premises. All replacement lighting tubes and bulbs required in Building standard fixtures in the Premises will be furnished and installed by Landlord. If Tenant's heat-generating computers or other equipment affect the temperatures otherwise maintained by the air conditioning system, Landlord may install supplemental air conditioning in the Premises and the cost thereof, including the cost of installation, operation, use and maintenance shall be paid as additional Rent by Tenant to Landlord on demand. Tenant agrees that at all times its use of electric current shall never exceed the capacity of existing feeders to the Building, the risers or wiring installations.

10. Service Interruptions. Landlord does not warrant that the services provided for in paragraphs 6, 8 and 9 above will be free from any slow-down, interruption or stoppage caused by the maintenance, repair, substitution, renewal, replacement or improvement of any of the equipment involved in the furnishing of any such services or caused by changes of services, alterations, strikes, lock-outs, labor controversies, fuel shortages, accidents, acts of God, the elements or any other cause but Landlord shall use reasonable efforts to restore any required services, however, no such slow-down, interruption or stoppage of any services shall constitute an eviction, actual or constructive, of Tenant, nor shall Tenant be entitled to any abatement of Rent or relieved from any of its obligations hereunder. If, however, and notwithstanding any other provision of this Lease, any interruption or cessation of service caused by Landlord continues for four (4) consecutive business days after written notice from Tenant to Landlord (and to any mortgagee of Landlord of whom Tenant has received written notice, designating a specific address for notice to such mortgagee) identifying the problem with reasonable specificity, and if such interruption or cessation continues after the fourth business day and causes the Premises to be wholly untenable in the reasonable judgment of Tenant, then notwithstanding any provision of this Lease to the contrary, Rent under this Lease will abate as of the fifth (5<sup>th</sup>) business day and continue abated until the Premises are tenable.

11. Repairs.

(a) Landlord shall keep the Common Area in a good repair, clean and neat condition. Subject to paragraph 11(b) below, Landlord shall make all necessary repairs, within a reasonable period following receipt of notice from Tenant, to the roof, exterior walls, exterior doors, exterior locks on exterior doors and windows of the Building and to the Common Areas. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the Premises or the Building.

(b) Tenant, at its sole expense, (i) shall keep the Premises and all fixtures contained therein in a safe, clean and neat condition and (ii) shall bear the cost of maintenance and repair by contractors reasonably approved by Landlord of all facilities which are not expressly required to be maintained or repaired by Landlord and which are located in or outside of and which serve only the Premises including, without limitation, lavatory, toilet, wash basin and kitchen facilities and supplemental heating and air conditioning systems including all plumbing connected to such facilities or systems installed by or on behalf of Tenant or existing in the Premises at the time of Landlord's delivery of the Premises to Tenant. Tenant shall pay for the cost of any repairs to the Premises or the Building arising from any negligence or misconduct of Tenant or any of its assignees, subtenants, employees or their respective agents, representatives, contractors or other persons permitted in or invited to the Premises or the Building by Tenant. If Tenant fails to make

such repairs or replacements within fifteen days after written notice from Landlord, Landlord may at its option make such repairs or replacements and Tenant shall upon demand pay Landlord for the reasonable cost thereof plus an administrative fee of fifteen percent of such cost.

12. Assignment and Subletting.

(a) Except as provided in paragraph 12(c) below, Tenant shall not, without Landlord's prior written consent, assign this Lease or any interest herein or sublet any part of the Premises.

(b) If Tenant desires to assign or sublet all or any part of the Premises, Landlord shall have the option of reacquiring the Premises which Tenant desires to assign or sublet. Upon Landlord reacquiring the Premises, this Lease thereon shall terminate as of the time the Premises are leased to a new tenant or the time when the Premises are occupied by Landlord, whichever comes first. If Landlord consents to an assignment or sublease, such consent shall not relieve the Tenant of its obligation to comply with this Lease including, without limitation, payment of all Rent and other amounts due hereunder.

(c) As of the Commencement Date, Tenant is leasing the Premises in conjunction with Tenant's objective of promoting economic development, including its participation with Baylor University in a program called Accelerated Ventures ("Accelerated Ventures Program") and similar business start-up/incubator programs. In connection with the Accelerated Ventures Program and/or similar business start-up/incubator programs, Tenant will sublease a portion of the Premises to business start-ups for general office purposes pursuant to written subleases which shall be submitted to Landlord and which shall not contain any term or provision that is contrary to this Lease. Notwithstanding paragraphs 12(a) or 12(b) (and without Tenant having to comply therewith), Landlord acknowledges that Tenant may sublease the Premises to such business start-ups and consents to such subleases. Notwithstanding any sublease under the Accelerated Ventures Program and similar business start-up/incubator programs, Tenant shall remain responsible and liable for compliance with all terms of this Lease. If the rent received from any sublessee exceeds the pro-rata Rent due hereunder based upon the ratio of the square footage of subleased space over the total square footage of the Premises, Tenant shall pay such excess to Landlord within fifteen days of Tenant's receipt of the excess.

(d) Landlord shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease and in the Premises, the Building and Land and shall be released from its obligations under this Lease to the extent of such transfer or assignment arising after the date of such transfer or assignment, provided that the transferee or assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer or assignment date and provided that Landlord promptly delivers a copy thereof to Tenant.

13. Alterations/Additions. Tenant shall not make any alterations or additions to the Premises without the prior written consent of Landlord. Upon termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations, additions, improvements and attached furniture and trade fixtures erected or installed by Tenant with the consent of Landlord and restore the Premises to their original condition (subject to ordinary wear and tear and to casualty damage), otherwise, such items shall be delivered to Landlord with the Premises. All unattached and movable furniture, personal property, and trade fixtures installed or provided by or for Tenant may be removed by Tenant prior to termination of this Lease if Tenant so elects and Tenant is not in default hereunder, and shall be so removed if requested by Landlord. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Premises or the Building, and Tenant agrees to promptly repair any damage caused to the Premises and the Building by such removal. If Tenant fails to remove all personal property and trade fixtures, then Landlord is authorized to seize such property, notify Tenant at Tenant's last known address of the seizure and sell or otherwise dispose of the property as Landlord, in its sole discretion, deems appropriate. All proceeds of sale shall first be applied to charges for removal, repair, storage and sale as may be determined by the Landlord. Alterations, improvements and additions to the Premises requested by Tenant shall be in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. All work on any such alterations, improvements and additions shall be performed at Tenant's expense and accomplished either by Landlord or by reputable insured contractors and subcontractors approved in writing by Landlord in its sole discretion.

14. Liens. Tenant will not permit any lien or liens to be placed upon the Premises, the Building or the Land. If any lien is filed based upon any act or omission of Tenant, Tenant shall have the lien discharged of record within twenty (20)



days after the filing of the lien. If Tenant fails to timely discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due, by cash deposit in court or by a bond. Any amount paid by Landlord for any of the foregoing, or for the satisfaction of any other lien not caused by Landlord, and all reasonable attorneys' fees and other expenses of Landlord, with interest thereon at the rate of ten percent per annum from the date of payment shall be paid by Tenant to Landlord on demand.

15. Use of the Premises. Tenant will not occupy or use, nor permit any portion of the Premises to be occupied or used, for any business or purpose except the Permitted Use or for any other business or purpose which is unlawful or deemed to be disreputable in any manner including, without limitation, extra hazardous risk or permit anything to be done which will in any way increase the rate of insurance on the Building or the Land. If, by reason of any acts or omissions of Tenant, there is any increase in the rate of insurance, then Tenant shall pay such increase to Landlord upon demand as additional Rent.

16. Governmental Requirement.

(a) Tenant will maintain the Premises in a clean and safe condition and comply with all laws, ordinances, orders, rules and regulations regarding the use, condition or occupancy of the Premises. Tenant will conduct its business and control its agents, employees and invitees in such manner as not to create any nuisance or interference with, annoy or disturb other tenants or Landlord.

(b) Tenant shall not use any portion of the Premises for the placement, storage, manufacture, disposal or handling of any hazardous materials unless Tenant complies with all applicable environmental laws.

17. Tenant's Indemnity/Insurance.

(a) Tenant's Indemnity. (1) Subject to the provisions of paragraph 17(a)(2), to the extent allowed by and subject to law (including, but not limited to, the laws of the State of Texas, including the Texas Constitution), Tenant shall indemnify, defend and hold Landlord harmless from and against (i) all claims, demands, causes of action, investigations, fines, suits, losses, costs, liabilities, damages, penalties and judgments of every kind and type whatsoever to the proportionate extent arising from or related to, directly or indirectly, any negligent breach, violation or non-performance of any term, provision, covenant, agreement under this Lease by or any other negligent act or omission of Tenant hereunder and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses including, without limitation, attorneys' fees and legal disbursements and judgments asserted against or incurred by Landlord, its employees, owners, managers and agents on account of injury or damage to person or property to the proportionate extent arising from or related to, directly or indirectly, (x) Tenant's negligent use or occupancy of the Premises, the Building, the Common Areas or (y) any negligent act or omission, or misconduct by Tenant or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees entering upon the Premises, the Building (including the Common Area) or the Land or (z) Tenant's violation of any law, ordinance or governmental order of any kind applicable to this Lease, or of any of the Rules and Regulations included in the Lease (as such Rules and Regulations may be amended or supplemented).

(2) Notwithstanding any other provision of this Lease, any obligation of Tenant to indemnify, defend, and hold harmless under or as provided for or set forth in this Lease: (i) is provided only to the extent permitted by and is subject to law (including, without limitation, the Texas Constitution), (ii) is limited by, subject to and given without waiving any immunity (including, without limitation, sovereign immunity and governmental immunity) or any defense or any tort or other limitation to which Tenant (and any of Tenant's officials, officers, employees, representatives, or agents) is or may be entitled, (iii) is limited by and subject to, and shall in no event exceed, the monetary limitations set forth in the Texas Tort Claims Act, Chapter 101, Tex. Civ. Prac. & Rem. Code (and any successor statute thereto) (the "Tort Claims Act"), and (iv) there is specifically excluded herefrom, and in no event shall there be, any obligation of Tenant hereunder to indemnify, defend, or hold harmless for punitive, special, consequential, or exemplary damages of whatever kind or nature, and any defense obligation shall be limited to the lesser of any tort limitation amount and the amount paid out from Tenant's insurance policies. Further, in no event shall Tenant have any duty or obligation to indemnify, defend, or hold harmless hereunder from or against any claims, demands, actions, causes of action, investigations, fines, suits, losses, costs, expenses including, without limitation, attorneys' fees and legal disbursements, liabilities, damages, penalties, and judgments arising from or related to any act or omission of Landlord. The provisions of this paragraph 17(a)(2) shall survive the expiration or termination of this Lease.

(b) Tenant's Insurance. Tenant shall, at its sole cost and expense, maintain throughout the Lease Term a policy or policies of insurance insuring Tenant against any and all liability for injury to or death of a persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Premises, the Building or the Land or by the condition of the Premises, the Building or the Land (including the contractual liability of Tenant to indemnify Landlord as provided herein) with a combined single limit of \$1,000,000.00 for bodily injury and property damage, and to be written by an insurance company or companies satisfactory to Landlord and licensed to do business in Texas (and Landlord agrees that the Texas Municipal League Intergovernmental Risk Pool is satisfactory to Landlord) with Landlord named as an additional insured or indemnitee. The policies or duly executed certificates of insurance shall promptly be delivered to Landlord at least thirty days prior to the expiration of the policies. If Tenant fails to comply with the foregoing insurance requirements, Landlord may obtain such insurance and Tenant shall pay as additional Rent to Landlord on demand the cost thereof plus interest at the rate of ten percent per annum from the date of payment by Landlord until repaid by Tenant.

18. Liability of Landlord. LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO ANY OF TENANT'S EMPLOYEES, INVITEES, AGENTS, LICENSEES OR VISITORS OR TO ANY OTHER PERSON FOR (i) ANY INJURY OR DAMAGE TO PERSON OR PROPERTY DUE TO THE PREMISES, THE BUILDING (INCLUDING THE COMMON AREA) OR THE LAND OR RELATED IMPROVEMENTS OR ANY PART THEREOF BECOMING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF THE ROOF, PIPES OR WIRING, OR BY THE BACKING UP OF DRAINS OR BY THE BURSTING OR LEAKING OF PIPES, FAUCETS AND PLUMBING FIXTURES OR BY GAS, WATER, STEAM, ELECTRICITY, OIL LEAKING, ESCAPING OR FLOWING INTO THE PREMISES UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LANDLORD, ITS OWNERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, CONTRACTORS, OR AGENTS, (ii) ANY LOSS OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF ANY OTHER TENANTS OR ANY OTHER PERSONS WHATSOEVER, EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LANDLORD, ITS OWNERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, CONTRACTORS, OR AGENTS, OR (iii) FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSON ARISING FROM THEFT, FIRE, ACT OF GOD, INJUNCTION, RIOT, INSURRECTION, WAR, COURT ORDER OR ORDER OF GOVERNMENTAL AUTHORITY, OR ANY OTHER MATTER BEYOND THE REASONABLE CONTROL OF LANDLORD. TENANT AGREES THAT ALL OF TENANT'S PERSONAL PROPERTY UPON THE PREMISES SHALL BE AT THE RISK OF TENANT ONLY AND THAT LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR THEFT OF ANY SUCH PERSONAL PROPERTY.

19. Waiver of Subrogation. Each party waives any claim against the other party, or anyone claiming through or under them, by way of subrogation or otherwise, for any and all loss or damage to any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party), which loss or damage is covered by the insurance. These waivers shall be in addition to, and not in limitation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties. Tenant shall immediately give its insurance company written notice of these mutual waivers and shall have the insurance policies endorsed, if necessary, to include or acknowledge these waivers.

20. Subordination/Attornment/Estoppel.

(a) This Lease shall be subordinate to any deed of trust, mortgage or other security instrument (a "Mortgage") that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage is referred to as "Landlord's Mortgagee"), including any modifications, renewals or extensions of such Mortgage. Notwithstanding the foregoing, Tenant agrees that any such Landlord's Mortgagee shall have the right at any time to subordinate a Mortgage to this Lease on such terms and subject to such conditions as Landlord's Mortgagee may deem reasonably appropriate in its reasonable, sole discretion. Tenant agrees to execute such further instruments subordinating this Lease or attorning to the Landlord's Mortgagee within ten days of Landlord's request, provided such instruments contain a provision that, absent default (beyond any applicable cure period) by Tenant under this Lease, Tenant's use and occupancy of the Premises under this Lease will not be disturbed by such entity.

(b) As of the Commencement Date, Landlord represents that the only the holder of mortgages, ground or underlying leases and security instruments is:

Employees' Retirement Plan of Consolidated  
Electrical Distributors, Inc.



Attn: David D. Dunham  
2250 Midway Road, Suite 183  
Carrollton, Texas 75006

("Existing Lender") and Tenant shall be entitled to rely on such representation until such time as Landlord shall have notified and informed Tenant in writing of any change thereto, and thereafter Tenant shall be entitled to rely upon the latest information regarding such names and addresses that has been provided to Tenant by Landlord.

(c) Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise and shall execute such instruments confirming the attornment as such party may reasonably request, provided such instruments contain a provision that, absent default (beyond any applicable cure period) by Tenant under this Lease, Tenant's use and occupancy of the Premises under this Lease will not be disturbed by such entity.

(d) Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

(e) Tenant agrees that, within ten days of request by Landlord, from time to time, it will execute one or more customary tenant estoppel certificates, a copy of which is attached hereto as Exhibit "H."

(f) Notwithstanding the foregoing, Landlord shall use its best efforts to furnish to Tenant, a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in recordable form from the Existing Lender (which SNDA shall contain a provision that, absent default [beyond any applicable cure period] by Tenant under this Lease, Tenant's use and occupancy of the Premises under this Lease will not be disturbed by the Existing Lender). Further, Landlord shall use its best efforts to furnish to Tenant, after the execution of new loans to lenders or of other instruments that encumber the Premises, Building or Land after the Effective Date, SNDAs in recordable form from each of such lenders or holders or beneficiaries of such other instruments, in commercially reasonable form and content.

21. Rules and Regulations. Tenant and Tenant's agents, employees and invitees will comply with all of the Rules and Regulations attached to this Lease as Exhibit "D". Landlord shall at all times have the right to reasonably change the Rules and Regulations as Landlord deems advisable, but Tenant shall not be bound by any such changes until Landlord has given written notice of such changes to Tenant.

22. Access to Premises. Landlord, its agents and representatives may enter the Premises upon first giving Tenant reasonable notice (and in case of repairs necessitated by an emergency condition, without prior notice, but in such instance, promptly following entry into the Premises, Landlord shall notify Tenant of such entry and the nature of the emergency) at all reasonable hours to inspect or make repairs or alterations or show to prospective purchasers, tenants or lenders.

23. Eminent Domain/Damages. If the entirety of the Premises are taken or condemned, in whole or in part, then this Lease Term shall, at the option of each of Landlord and Tenant, cease and terminate, and Tenant shall have no claim whatsoever to the condemnation award; provided, however, Tenant shall have the right to make a separate claim against the condemning authority which does not, in any way, diminish or reduce Landlord's claims.

24. Casualty. If the Building is totally destroyed by fire, tornado or other casualty or if the Premises or the Building is so damaged that rebuilding or repairs cannot be completed within ninety days after the date of such damage, Landlord may, at its option, terminate this Lease, in which event the Rent shall be abated during the unexpired Lease Term effective with the date of such damage. If the Building or the Premises is damaged by fire, tornado or other casualty (whether or not covered by Landlord's insurance), but only to such extent that rebuilding or repairs can be completed within ninety days after the date of such damage, or if the damage is more serious (i.e., the damage cannot be completed within ninety days after the date of such damage), and Landlord does not elect to terminate this Lease, in either such event Landlord shall within thirty days after the date of such damage commence to rebuild or repair the Building and the Premises to substantially the same condition as existed immediately prior to the casualty, except that

Landlord shall not be required to rebuild, repair or replace any furniture, equipment (including computer hardware or software), fixtures and other improvements placed by Tenant or other tenants within the Building or the Premises. Landlord shall allow Tenant a fair and proportionate diminution of Rent during the time the Premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building requires the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises shall be for the sole benefit of the party carrying such insurance and Landlord's entire obligation to rebuild or restore shall be limited to the extent of any insurance proceeds actually received. Landlord shall have no obligation to insure Tenant's contents, business disruption or loss of profits or business.

25. Holding Over. If Tenant holds over the Premises, or any part thereof, after the expiration of the Lease Term, such holding over shall constitute a month to month tenancy at a rental equal to the rental paid for the last month of the Lease Term including not only the Fixed Base Rent but also Operating Expenses, plus fifty percent.

26. Personal Property Taxes. Tenant shall be liable for taxes levied or assessed against personal property, furniture or fixtures in the Premises and its pro rata share of personal property taxes for such personal property, furniture or fixtures owned by Landlord which shall be included as part of the Operating Expenses.

27. Default.

(a) Each of the following shall be an "Event of Default:"

(i) Tenant fails to pay any installment of Rent when due and such failure continues for a period of ten days after written notice to Tenant of such failure; however, Landlord shall only be required to give one written notice during any twelve month period, and during the eleven month period following the month for which notice is given, Tenant's failure to pay any installment of Rent when due and the continuation of such failure for a period of ten days thereafter shall constitute an Event of Default;

(ii) Tenant fails to comply with any term, provision or other covenant or agreement in this Lease, other than the payment of Rent, and fails to cure such failure within thirty (30) days after written notice to Tenant;

(iii) Tenant or any guarantor of Tenant's obligations makes an assignment for the benefit of creditors;

(iv) a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not be terminated or stayed within thirty days;

(v) Tenant's failure to remove, within twenty (20) days' notice, of any lien placed upon the Building or any part thereof, including the Premises as provided in paragraph 14 above.

(b) Upon the occurrence of an Event of Default and in addition to all other rights and remedies available to Landlord under applicable law, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) terminate this Lease by a written instrument signed by Landlord in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or damages, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages and Tenant agrees to pay to Landlord, on demand, all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(ii) terminate Tenant's right to possession of the Premises, without terminating this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or damages, enter upon and take possession of



the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for any damages and Tenant agrees to pay to Landlord, on demand, all reasonable loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(iii) enter upon the Premises, without terminating this Lease or Tenant's right to possession and without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under this Lease, and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, plus an administrative fee equal to fifteen percent of any such expenses and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant for such action; or

(iv) allow Tenant to remain in the Premises and bring suit against Tenant to collect the monthly Rents and other charges provided in this Lease as they accrue. Landlord shall have a right to allow such deficiencies of monthly Rents and other charges provided in this Lease to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

(c) The following provisions shall also apply to an Event of Default:

(i) Landlord and Tenant shall each use commercially reasonable efforts to mitigate any damages resulting from a default of the other party under this Lease.

(ii) Landlord's obligation to mitigate damages after an Event of Default by Tenant shall be satisfied in full if Landlord attempts to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

(A) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full and complete possession of the Premises.

(B) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar space, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space.

(C) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant (a "Substitute Lease") which does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to operate the Premises in a first-class manner.

(D) Landlord shall not be required to expend any amount of money to alter, remodel or otherwise make the Premises suitable for use by a proposed Substitute Tenant unless:

(aa) Tenant pays any such sum to Landlord in advance of Landlord's execution of a Substitute Lease with such Substitute Tenant (which payment shall not be in lieu of any damages or other sums to which Landlord may be entitled as a result of Tenant's default under this Lease); or

(bb) Landlord, in Landlord's sole discretion, determines that any such expenditure is financially justified in connection with entering into any such Substitute Lease.

(f) All rights and remedies of Landlord under this Lease or otherwise available by law are cumulative and the exercise of one or more rights or remedies shall not preclude or waive the right to the exercise of any other.

(g) Any payment due under this Lease not paid within ten days after the date herein specified to be paid shall bear interest from the date such payment is due to the date of actual payment at the lesser of ten percent per annum or the maximum lawful rate.

(h) If, within any twelve month period, Tenant fails to timely make two payments of Rent or any two such payments are returned for insufficient funds, then, in addition to any other available remedy, Landlord may require all future payments to be made by cashier's check or money order.

28. Landlord's Default.

(a) Landlord shall be in default under this Lease if Landlord has not commenced and pursued with reasonable diligence to cure any failure of Landlord to perform its material obligations under this Lease within thirty (30) days of the receipt by Landlord of written notice from Tenant. Tenant hereby waives any right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease and Tenant hereby agrees that Tenant's sole remedies for Landlord's default shall be limited to a suit for damages. In addition, Tenant hereby covenants that, prior to the exercise of any such remedies, it will give each Landlord's Mortgagee written notice and a reasonable time to cure any default by Landlord.

(b) Landlord shall have no personal liability to Tenant under this Lease and Tenant agrees to look solely to the estate and interest of Landlord in the Building and Land, and all other buildings and improvements on and within the Land, and no other assets of Landlord.

29. No Waiver. The receipt by Landlord of Rent with knowledge of the breach of any covenant contained in this Lease shall not be deemed a waiver of such breach. The receipt by Landlord of rent from any assignee, subtenant or occupant of the Premises shall not be a consent to any assignment and subletting of this Lease. Any such waiver by Landlord must be signed by Landlord. Any waiver by Tenant of any term or provision of this Lease, or of any law, rule, or regulation must be in writing and signed by an authorized representative of Tenant.

30. Landlord's Lien. In addition to the statutory landlord's lien, Landlord shall have a security interest to secure payment of all Rent and performance of all other obligations of Tenant upon all goods, equipment, fixtures, furniture, improvements and other property of Tenant now or hereafter placed on the Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all amounts due to Landlord have been paid in full and all the covenants, agreements and conditions of this Lease have been fully performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord, in addition to any other remedies as provided herein, may enter the Premises and take possession of such collateral without liability for trespass or conversion, and sell them at public or private sale.

31. Premises Security. **FROM AND AFTER THE COMMENCEMENT DATE OF THIS LEASE, LANDLORD AND TENANT AGREE THAT TENANT SHALL HAVE SOLE RESPONSIBILITY FOR TAKING ALL MEASURES AS TENANT MAY DEEM NECESSARY OR ADVISABLE FOR THE SECURITY OF THE PREMISES AND ITS OCCUPANTS, INCLUDING WITHOUT LIMITATION, ALL OF TENANT'S EMPLOYEES, LICENSEES AND INVITEES AND LANDLORD SHALL NOT BE RESPONSIBLE OR LIABLE FOR SECURITY.**

32. Miscellaneous.

(a) Attorneys' Fees. In any proceeding to enforce or interpret this Lease, the prevailing party shall recover its reasonable attorneys' fees and legal disbursements in addition to any other available relief.

(b) No Brokers. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease for which a fee or any other payment is due or owing. Landlord and Tenant each agree to indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming by, through or under the indemnifying party.

(c) Force Majeure. Neither party shall be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever beyond the reasonable control of the affected party but none of the foregoing events or conditions shall excuse Tenant from its obligations to pay all Rent due under this Lease.



(d) Notices. All notices and other communications given by one party to the other under this Lease shall be in writing, addressed to the party at the address provided in the Definitions and Basic Provisions, and shall be by one of the following: (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (b) hand delivered by courier to the intended address, or (c) the next business day if sent by overnight courier. Notice sent by certified mail shall be effective three business days after being deposited in the United States Mail and all other notices shall be effective upon delivery.

(f) Severability. If any provision of this Lease is unenforceable under applicable law, the remainder of this Lease shall not be affected.

(g) Amendments/Binding Effect. This Lease may not be amended except by a written instrument signed by the party against whom enforcement is sought. This Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors and permitted assigns. This Lease is for the sole benefit of Landlord and Tenant and there are no third party beneficiaries of this Lease. For purposes of this Lease, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(h) Joint and Several Liability. If there is more than one Tenant, the obligations of Tenant shall be joint and several.

(i) Recording. Tenant shall not record or permit to be recorded in the records of the county where the Premises are located this Lease or any memorandum of lease.

(j) Time of Essence. Time is of the essence to this Lease.

(k) Governing Law. This Agreement shall be governed by and enforced under the laws of Texas, without regard to choice of law rules of any jurisdiction. Venue for any action, suit, or proceeding under this Lease shall lie exclusively in Dallas County, Texas, and each party hereto consents to the jurisdiction of the courts located therein

(l) Authority. Each of the persons executing this Lease on behalf of Landlord and Tenant hereby represents and warrants that (i) he is duly authorized and empowered to execute this Lease, (ii) such party has full right and authority to enter into this Lease and (iii) upon full execution, this Lease constitutes a valid and binding obligation of such party.

(m) Approval. Any approval or consent of Landlord or Tenant required under this Lease must be signed by Landlord or Tenant, as applicable.

(n) No Offer. The submission of this Lease by Landlord to Tenant for examination shall not constitute as an offer to lease the Premises. Landlord shall not be bound and Tenant shall not have any rights under this Lease unless and until Landlord executes this Lease and delivers it to Tenant.

(o) Exhibits. The following attached exhibits are incorporated herein.

Exhibit A	Premises
Exhibit B	Legal Description
Exhibit C	Finish Work
Exhibit D	Rules and Regulations
Exhibit E	Renewal Option
Exhibit F	Right of First Refusal
Exhibit F-1	Refusal Space
Exhibit G	Sign Depiction
Exhibit H	Form of Tenant Estoppel

(p) Entire Agreement. This Lease, including the attached exhibits, constitutes the entire agreement

between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Landlord or anyone acting on behalf of Landlord with respect to this Lease.

(q) Counterparts. This Lease may be executed in counterparts which shall constitute the same document.

(r) Waiver of Right to Trial by Jury. EACH PARTY TO THIS LEASE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS LEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS LEASE OR THE SUBJECT MATTER HEREOF WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

(s) Special Provisions.

(i) Except as set forth below, all parking at the Building is surface and is unreserved. It is available for Tenant's non-exclusive use on a first come-first served basis at a ratio of three and one half (3.5) spaces per one thousand rentable square feet leased. In addition, Landlord shall provide to Tenant five (5) reserved, covered spaces at no charge to Tenant throughout the initial Lease Term. Additional reserved, covered spaces may be obtained by Tenant on a monthly basis at a charge of \$25.00 per space per month, based upon availability.

(ii) Tenant may install a monument sign as depicted on the attached Exhibit G. Landlord shall reimburse Tenant for its actual out of pocket costs to fabricate and install the sign up to a maximum of Three Thousand and 00/100 Dollars (\$3,000.00). Any installation and fabrication costs in excess of Three Thousand and 00/100 Dollars (\$3,000.00) and all costs of maintaining the sign shall be Tenant's sole responsibility. Upon expiration or termination of this Lease, Landlord shall have the option of requiring Tenant, at Tenant's sole expense, to remove the sign and restore the place where the sign was located to its condition prior to installation of the sign.

Landlord:

**14671-14683 MIDWAY ROAD, LP,**  
a Texas limited partnership

By: MIDWAY DEVCOR-EY, LLC,  
a Texas limited liability company,  
its general partner

By:   
Daniel W. Stansbury, Jr.  
Manager

02-28-14

date

Tenant:

**TOWN OF ADDISON**

By: 

Attest:

By: 

Matt McCombs



City Secretary

2-27-14

date

Ron Whitehead

Ron Whitehead

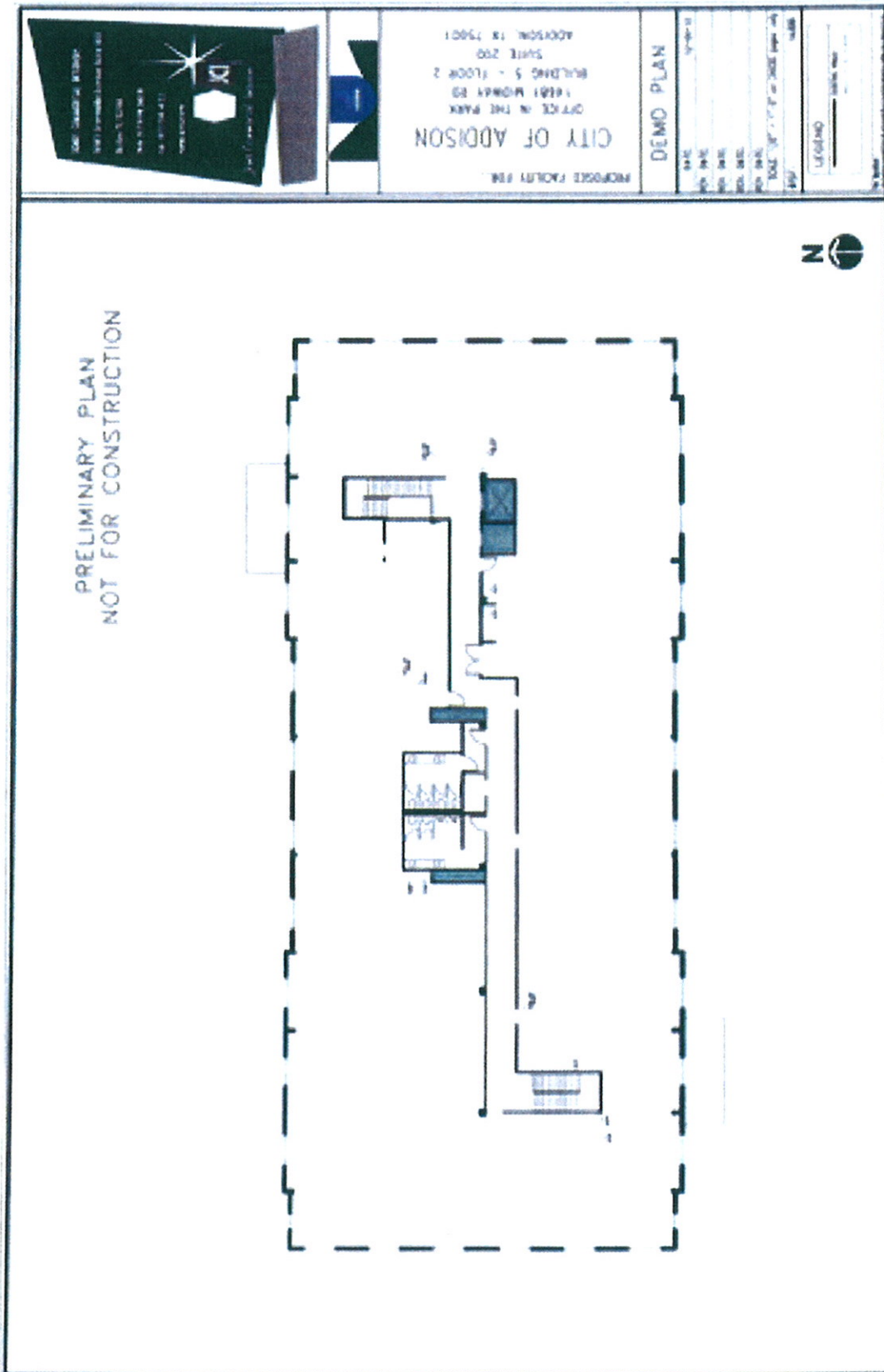
City Manager

2-27-14

date

EXHIBIT A

PREMISES





**EXHIBIT B**

**LEGAL DESCRIPTION**

BEING a tract of land situated in the Thomas L. Chenoweth Survey, Abstract No. 173, City of Addison, Dallas County, Texas, and being all of Office in the Park Addition, an Addition to the City of Addison, Dallas County, Texas, according to the Map thereof recorded in Volume 78118, Page 1, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point in the West line of Midway Road (100 feet wide), said point being the Northeast corner of Tract No. Two of Littlebrook No. 1, an Addition to the City of Addison, according to the plat thereof recorded in Volume 77093, Page 2372, Deed Records, Dallas County, Texas, said point also being the most Easterly Southeast corner of said Office in the Park Addition, a

1/2 inch iron rod found for corner;

THENCE South 89 degrees 26 minutes 54 seconds West, leaving the said West line of Midway Road and proceeding with the North line of Tract No. Two of Littlebrook No. 1, a distance of 436.0 feet to the Northwest corner of said Tract No. Two, an "X" found in concrete corner;

THENCE South 00 degrees 16 minutes 00 seconds East with the West line of said Tract No. Two, a distance of 975.00 feet to a point in the North line of a Dallas Power and Light Company's 100 foot ROW, a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 26 minutes 54 seconds West with the North line of said Dallas Power and Light Company's 100 foot ROW, same being the South line of Office in the Park Addition, a distance of 422.72 feet (429.73 feet per plat) to the Southeast corner of Midway Meadows Addition, an Addition to the City of Addison, Texas, according to the plat thereof recorded in Volume 79206, Page 1546, Deed Records, Dallas County, Texas, a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 42 minutes 18 seconds West with the common line of said addition, a distance of 715.11 feet (North 00 degrees 08 minutes 39 seconds West, 715.17 feet per plat) , a 1/2 inch rod found for corner;

THENCE South 89 degrees 55 minutes 31 second East with the North line of said Office in the Park Addition, a distance of 864.19 feet to a point in the west line of Midway Road, a 1/2 inch iron rod found for corner;

THENCE: South 00 degrees 16 minutes 00 seconds East with the West line of Midway Road, a distance of 430.71 feet to the PLACE OF BEGINNING and containing 11.2967 acres of land or 492,084 square feet of land, more or less.

## EXHIBIT C

### LANDLORD FINISH WORK

- 1) Replaced damaged or missing ceiling tiles.
- 2) Ensure all HVAC, mechanical and buildings systems are in good working order including common area bathrooms and elevators.
- 3) Install a sub-meter(s) to monitor after hours electricity usage.

### TENANT FINISH WORK

Other than Landlord Finish Work above, Tenant shall be responsible for all work necessary to fully buildout the Premises in accordance with the space plan attached hereto as Exhibit C-1.



EXHIBIT C-1

FINAL BUILDOUT

[To Be Attached Following Landlord Approval]

## EXHIBIT D

### RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking lots and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Property without the prior written consent of Landlord, which shall not be unreasonably withheld. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.
4. Landlord may provide and maintain an initial directory for all tenants in the main lobby of the Building and any changes and/or additions shall be in the Landlord's discretion and at the cost of \$50.00 per line.
5. Landlord shall provide all door locks in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional door locks in its leased premises without landlord's prior written consent. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost.
6. Movement in or out of the Building of furniture or office equipment or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision with prior written notice by Tenant, and at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in connection with carrying out this service for such tenant. Tenant must provide Landlord with a Certificate of Insurance in such amount as reasonably required by Landlord, and naming Landlord as an additional, named insured before Tenant shall move any furniture, files, office equipment or other items into or out of the Building or Premises.
7. Landlord may prescribe rules for total number of occupants of the Premises, and weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
8. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than dogs used by the visually impaired) shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.
9. Tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean. Tenants shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.



10. Tenant shall not make or permit any vibration or improper, objectionable, loud, excessive or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

11. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance.

12. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when area is locked against entry or not. It is Tenant's sole responsibility to obtain property insurance to protect Tenant from theft, fire, damage, and other casualty to person or property in, on, upon or adjacent to the Premises and the Building. TENANT UNDERSTANDS AND AGREES THAT LANDLORD SHALL NOT BE RESPONSIBLE FOR THE UNFORESEEABLE CRIMINAL ACTS OF THIRD PARTIES.

13. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

14. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

15. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot."

## EXHIBIT E

### RENEWAL OPTION

Provided Tenant is not in default hereunder, Tenant shall have the right to renew this Lease for one additional five (5) year term (the "Renewal Term") provided that Tenant must exercise its option to renew by delivery of written notice to Landlord on or before 180 days prior to the expiration of the then current term. Tenant's failure to timely deliver the notice of exercise shall cause the option to renew to automatically terminate and be null and void. The Base Rent for the Renewal Term shall be at the prevailing market rate for comparable properties as determined by Landlord. All other terms and conditions of this Lease shall remain the same during the Renewal Term.



## EXHIBIT F

### RIGHT OF FIRST REFUSAL

Reference is made to approximately 14,800 square feet of rentable area on Floor 1 of Building 5 depicted as the cross-hatched space on the attached Exhibit F-1 (the "Refusal Space").

A. Offer. If, during the first three (3) years of the Lease Term, Landlord receives a bona fide offer from a third party (the "Third Party Offer") to lease all or any portion of the Refusal Space (the "Offer Space") and Landlord is willing to accept the terms of the Third Party Offer, Landlord shall first offer to lease to Tenant the Offer Space on the same terms and conditions as the Third Party Offer; such offer shall be in writing, specify the rent to be paid for the Offer Space, contain the other basic terms and conditions of the Third Party Offer and the date on which the Offer Space shall be included in the Premises, and shall include a true and correct copy of the Third Party Offer (the "Offer Notice"). Tenant shall notify Landlord in writing whether Tenant elects to lease the Offer Space subject to the Third Party Offer on the same terms and conditions as the Third Party Offer in the Offer Notice, within ten (10) business days after Landlord delivers to Tenant the Offer Notice. Tenant shall not have the option of leasing only a portion of the Offer Space covered by the Third Party Offer or Offer Notice. Tenant's right of first refusal shall immediately (without further documentation) expire (i) upon the expiration of the third (3<sup>rd</sup>) Lease Year, and/or (ii) upon Tenant's refusal to properly accept an Offer Notice from Landlord.

B. Acceptance. If Tenant timely irrevocably elects in writing to lease the Offer Space within the fifteen (15) business day period (during which time Tenant shall have the right to inspect the Offer Space and perform any testing approved by Landlord), then Landlord and Tenant shall execute an amendment to this Lease, effective as of the date the Offer Space is to be included in the Premises, on the same terms as the Lease except (1) regardless of the Base Rental in the Offer Notice, Base Rental for the Offer Space shall be Twelve and 50/100s Dollars (\$12.50), (2) the Lease Term for the Offer Space shall be that specified in the Offer Notice (subject to Tenant's rights with respect to the Town of Addison's appropriations for rent as referenced in paragraph 2[c]) but if the lease term for the Offer Space set forth in the Offer Notice expires prior to the expiration of the Lease Term of this Lease, Tenant shall have the option to extend the lease term of the Offer Space to be coterminous with the Lease Term of this Lease and if the lease term for the Offer Space set forth in the Offer Notice expires after the expiration of the Lease Term of this Lease, Tenant shall have the option to exercise its renewal options as set forth in Exhibit E to this Lease, to extend the Lease Term of this Lease (and the lease term for the Offer Space set forth in the Offer Notice shall be coterminous with the Lease Term of this Lease as extended), (3) the Offer Space shall be delivered to Tenant and Tenant shall take same in "as-is" condition and Landlord shall not be required to construct or pay for any tenant improvements in the Offer Space or provide to Tenant any allowances, (4) the number of parking spaces shall be the ratio contained in the Offer Notice, and (5) any other terms set forth in the Lease which are inconsistent with the terms of the Offer Notice shall be modified accordingly with respect to the Offer Space. Notwithstanding the foregoing, if the Offer Notice includes space in excess of the Refusal Space, Tenant must exercise its right hereunder, if at all, as to all of the space contained in the Offer Notice. If the Offer Notice is for less than all the Refusal Space, then the Right of First Refusal shall continue for the remainder of any of the Refusal Space.

C. Rejection. If Tenant fails to timely exercise its right of first refusal hereunder, then such right shall lapse with regard to the entire Refusal Space (even if the Offer Space was less than the entirety of the Refusal Space), and Landlord may thereafter lease the Refusal Space without further notice or offer to Tenant.

D. Commissions. Unless agreed to in writing by Landlord, Landlord shall not be obligated to pay a commission with respect to any space leased by Tenant under this right of first refusal, and Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

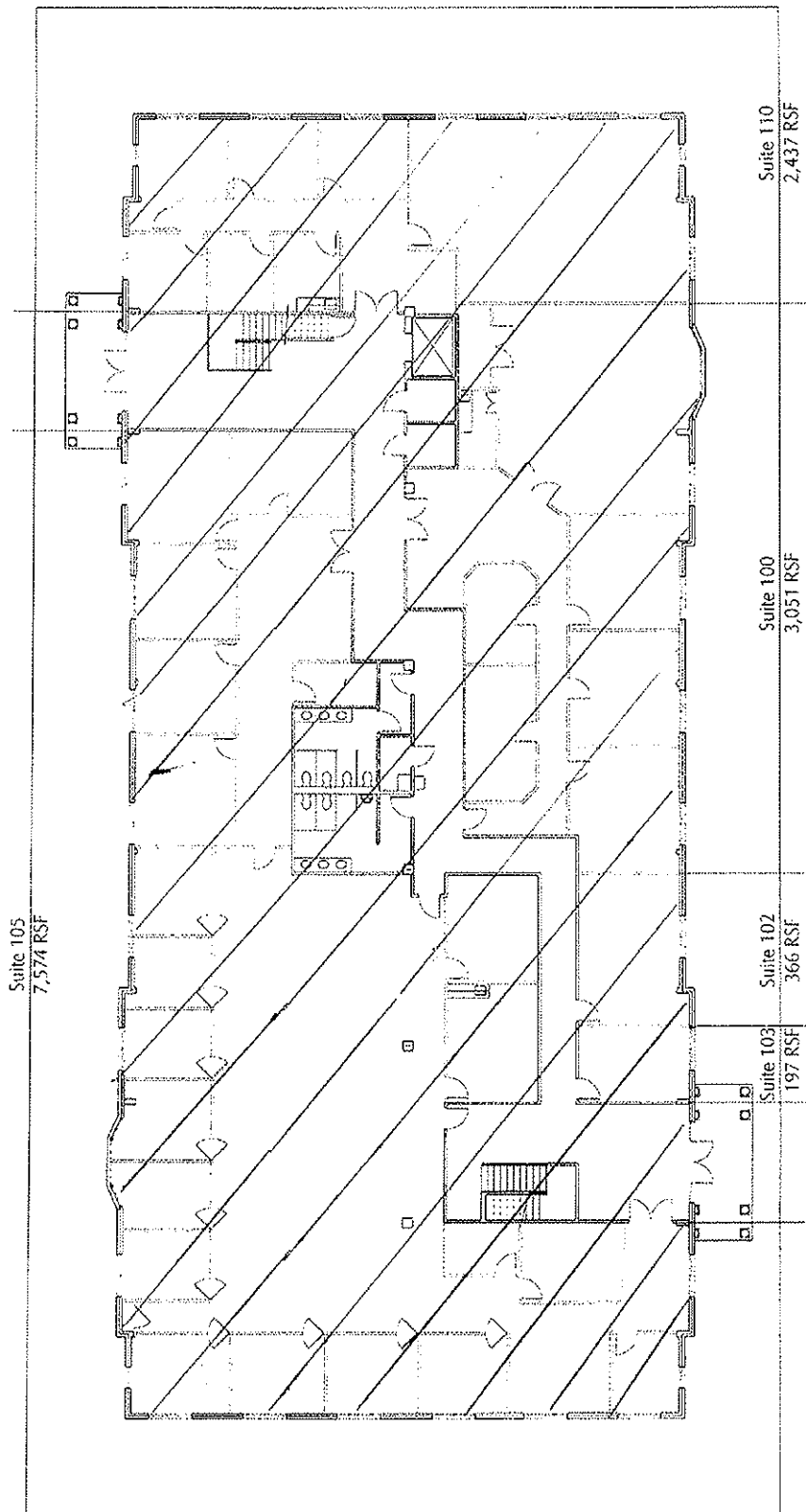
E. Restrictions. The right of first refusal herein granted is subject to all existing leases in the Building on the date of this Lease, and any rights granted to tenants under the existing leases to the Refusal Space, including, without limitation, rights of first refusal, expansion and renewal. Furthermore, Tenant's rights of first refusal is personal to Tenant and shall terminate if (1) an uncured Event of Default occurs under this Lease, (2) the Lease or Tenant's right to

possession of the Premises is terminated, (3) Tenant is not in occupancy of the entire Premises other than by reason of a casualty (for a period of 12 consecutive months) or a sublessee permitted under paragraph 12(c) of this Lease or (4) Tenant transfers any of its interest in this Lease or any portion of the Premises to any person or entity other than a permitted sublessee under paragraph 12(c) of this Lease, except as may be otherwise authorized in writing by Landlord.

EXHIBIT F-1

REFUSAL SPACE






 <p><b>John Bowles Company</b> Commercial Real Estate</p>	<p>Chris Lipscomb 972-267-7000 clipscomb@johnbowles.com</p>	<p>Building 5 - First Floor 14681 Midway Road Addison, TX 75001</p>
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EXHIBIT G

SIGN DEPICTION

EXHIBIT H

FORM OF TENANT ESTOPPEL

[Date]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Lease dated \_\_\_\_\_, \_\_\_\_\_ (the "Lease") executed between \_\_\_\_\_  
("Landlord"), and \_\_\_\_\_ ("Tenant"), for those premises located at  
\_\_\_\_\_.

Gentlemen:

The undersigned Tenant understands that \_\_\_\_\_ intends to \_\_\_\_\_ for the property known as the Office in the Park, located at 14673, 14675, 14677, 14679, 14681 and 14683 Midway Road, Addison, Texas 75001 ("Property"). The undersigned Tenant hereby certifies to \_\_\_\_\_ and \_\_\_\_\_:

1. Tenant has entered into the lease together with all amendments ("Lease") as described on the attached Schedule 1.

2. The Lease is in full force and effect. The amount of square feet leased by Tenant under the Lease is \_\_\_\_\_.

3. Tenant has not given Landlord written notice of any dispute between Landlord and Tenant or that Tenant considers Landlord in default under the Lease, except as set forth on Schedule 1.

4. Tenant does not claim any offsets or credits against rents payable under the Lease or defaults under the Lease, except as set forth on Schedule 1 and no such default is deemed material or otherwise giving rise to a right upon notice or with the passage of time to determine the Lease. Tenant is not due any work (or allowance, credit or payment on account of work) from Landlord except as set forth in Schedule 1.

5. Tenant has not paid a security or other deposit with respect to the Lease, except as follows: \_\_\_\_\_.

6. Tenant has fully paid rent to and including the month of \_\_\_\_\_, \_\_\_\_\_.

7. Tenant has not paid any rentals in advance except for the current month of \_\_\_\_\_, \_\_\_\_\_.

8. Rent currently due under the Lease is \$ \_\_\_\_\_ per annum (consisting of twelve monthly payments each in the amount, as of the date hereof, of \$ \_\_\_\_\_ per base rent, \$ \_\_\_\_\_ on account of real estate tax and operating expense pass-through).

9. The term of the Lease expires on \_\_\_\_\_. There are no renewal, expansion, termination or extension, except as set forth in the Lease.

10. Tenant has no options, rights of first offer or rights of first refusal to lease or purchase any portion of the Property, except as set forth in the Lease.



TENANT

\_\_\_\_\_  
a \_\_\_\_\_

by: \_\_\_\_\_  
name: \_\_\_\_\_  
title: \_\_\_\_\_

## Work Session and Regular Meeting

7.

**Meeting Date:** 04/09/2019

**Department:** Finance

**Pillars:** Gold Standard for Financial Health

**Milestones:** Review Town's ordinances and regulations to modernize them and facilitate redevelopment

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### **AGENDA CAPTION:**

Consider Action to Approve a **Resolution Updating the Continuing Disclosure Agreement with the Trinity River Authority and Authorize the City Manager to Execute the Agreement.**

### **BACKGROUND:**

The Trinity River Authority (TRA) issues debt to fund the infrastructure needed to treat the wastewater from Addison and the TRA's other customer entities. Payments for service from the TRA's customer entities are the main source of revenue for the repayment of TRA bonds. Securities and Exchange Commission Rule 15c2-12 of the Securities Exchange Act regulates bond issuances and disclosures. It requires the TRA to create and update a Continuing Disclosure Agreement (CDA) with each of their customer entities (like the Town of Addison). The Town's original CDA with TRA is dated April 1998 and was amended in 2010. The CDA needs to be amended again to reflect updated disclosure requirements. The CDA defines information that Addison must provide reflecting the operating condition and financial health of the Town such as annual operating information, audited financial statements, the incurrence of a financial obligation, and certain other events related to financial obligations.

The Town's Financial Advisor, Hilltop Securities, Inc., will manage the disclosure agreements on behalf of the Town.

### **RECOMMENDATION:**

Administration recommends approval.

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### **Attachments**

Resolution - Trinity River Authority Disclosure Agreement

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**TOWN OF ADDISON, TEXAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF ADDISON, TEXAS AUTHORIZING  
THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE  
AGREEMENT TO THE TRINITY RIVER AUTHORITY OF TEXAS AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (the “Town”) and the Trinity River Authority of Texas (the “Issuer”) have heretofore entered into, and may in the future enter into, contracts relating to the provision of facilities and/or services by the Issuer for the benefit of the Town; and

**WHEREAS**, in connection with the financing of the facilities and/or services provided by the Issuer for the benefit of the Town, the Issuer has, and/or will, from time to time authorize, issue and deliver bonds (the “Bonds”) of the Issuer supported by payments to be made by the Town pursuant to such contracts; and

**WHEREAS**, the United States Securities and Exchange Commission has adopted Rule 15c2-12, as amended from time to time (the “Rule”); and

**WHEREAS**, the Rule provides that a broker, dealer or municipal securities dealer of Bonds issued after the effective dates set forth in the Rule, may not purchase or sell Bonds in connection with an offering thereof unless, prior to the purchase or sale thereof, “obligated persons,” or entities acting on behalf of “obligated persons,” have undertaken to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors; and

**WHEREAS**, the Issuer and the Town heretofore entered into a Continuing Disclosure Agreement, in conformance with the Rule (the “Original CDA”); and

**WHEREAS**, in order to reflect the Rule, as recently amended, and provide adequate flexibility to accommodate any subsequent amendments to the Rule, it is deemed appropriate and necessary to enter into a new Continuing Disclosure Agreement (the “CDA”), which supersedes the Original CDA; and

**WHEREAS**, it is the intent of both the Issuer and the Town that any and all obligations and/or duties of the respective party under the Original CDA with respect to any heretofore issued series of Bonds shall continue to be observed as carried forward into the CDA; and

**WHEREAS**, in order to comply with the Rule and facilitate the future issuance of Bonds, the Town and the Issuer have agreed that it is deemed appropriate and necessary to enter into the CDA hereinafter authorized to be executed and delivered.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
TOWN OF ADDISON, TEXAS:**



**Section 1.** That the recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

**Section 2.** That the Mayor is hereby authorized and directed to execute and deliver, and the City Secretary of the Town is authorized and directed to attest, the CDA substantially in the form and substance attached hereto and incorporated herein as **Exhibit A.**

**Section 3.** That this Resolution shall take effect from and after its date of passage.

PASSED AND APPROVED this 9th day of April 2019.

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Joe Chow, Mayor

ATTEST:

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Irma Parker, City Secretary

## **EXHIBIT A**

### **CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement (the "Agreement"), dated as of March 12, 2019 is executed and delivered by the Trinity River Authority of Texas (the "Authority") and the Town of Addison, Texas (the "Town") in connection with the issuance, from time to time, of the Authority's bonds ("Bonds") with respect to which the Town is an "obligated person" (defined below). The information to be provided consists of: (i) certain annual financial and operating information and audited financial statements, if available; (ii) timely notices of the occurrence of certain events and (iii) timely notices of the failure of the Authority or Town to provide required annual financial information on or before the date specified herein. Terms not defined herein have the meaning assigned in the Rule (defined below).

#### **SECTION 1. Definitions.**

As used in this Agreement, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" has the meaning assigned in the Rule. For convenience, such definition means (a) a debt obligation; (b) a derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b) above. Pursuant to the Rule, the term Financial Obligation does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board and any successor to its duties.

"*Obligated Person*" means any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). With respect to the Authority's Bonds, the Town is an "obligated person."

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission and any successor to its duties.

#### **SECTION 2. Annual Reporting; Obligations of Town.**

(a) *Information Specified in the Authority's Official Statements.* The Town shall provide to the MSRB via its Electronic Municipal Market Access System ("EMMA"), on an annual basis, financial information and operating data pertaining to the Town as specified and included in Appendix B of any final official statement relating to the Authority's Bonds. Such information shall be (i) filed with the MSRB within six months after the end of each of its fiscal years ending on or after 2019 and (ii) in an electronic format that is prescribed by the MSRB. The Town may provide such information through an agent designated by the Town, if the Town has designated such agent, or through an agent designated by the Authority.

(b) *Annual Financial Statements.* The Town shall provide to the MSRB its audited financial statements when and if available, and in any event, within twelve months after the end of each fiscal year ending in or after 2019. If the audit of the Town's financial statements is not complete within twelve months after any such fiscal year end, then the Town shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements or such other accounting principles as the Town may be required to employ from time to time

## **EXHIBIT A**

pursuant to state law or regulation, and (2) audited, if the Town commissions an audit of such statements and the audit is completed within the period during which it must be provided.

(c) If the Town changes its fiscal year, it will notify the MSRB in writing of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

(d) The financial information and operating data to be provided pursuant to this Section (i) shall be filed either directly by the Town or through an authorized agent and (ii) may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereof (including an official statement or other offering document, if it is available from the MSRB) that has been provided to the MSRB.

(e) The Town shall provide, in a timely manner, notice of any failure by the Town to provide annual financial statements and operating data in accordance with this Section to the MSRB and the Authority.

(f) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be linked to all CUSIPs for all of the Authority's Bonds. The Authority agrees to provide the Town with all CUSIP numbers to Bonds for which the Town is an obligated person within ten business days after this Agreement has been executed by both parties and, in the case of future Bond issues, within ten days of closing on such Bonds.

### **SECTION 3. Notice of Certain Events.**

(a) The Town shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten Business Days after the occurrence of the event) of any of the following events that relate to the Town and with respect to the Authority's Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;



## EXHIBIT A

(10) Release, substitution, or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the Town;

(13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

(b) For the purposes of the event identified in (a)(12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

(c) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be linked to all CUSIPs for all of the Authority's Bonds. The Authority agrees to provide the Town with all CUSIP numbers to Bonds for which the Town is an obligated person within ten business days after this Agreement has been executed by both parties and, in the case of future Bond issues, within ten days of closing on such Bonds.

(d) For purposes of this Section, and particularly with the events described in (a) (15) and (a)(16), the Town shall make filings for only those events which relate to or impact the credit of the Authority's Bonds. For example, the Authority's Bonds are secured by payments by the Town under the contract between the Authority and the Town; such payments constitute an operating expense of the Town's water and sewer system. Therefore, notice of events which impact the Town's water and sewer system may require a filing to be made if the Town concludes that it is material under the Rule. Events affecting the Town's general obligation or tax-supported debt obligations would not require a filing to be made because they do not relate to or impact the credit of the Authority's Bonds. The Authority will defer to the Town to make its own determination of materiality with respect to the events listed above.

(e) The Town will also notify the Authority at the time of the filing of any event disclosures filed with the MSRB.

## **EXHIBIT A**

### **SECTION 4. Limitations, Disclaimers, and Amendments.**

The Authority shall ensure each of its bond resolutions contains an agreement requiring the Authority to comply with the Rule. The Authority and the Town shall be obligated to observe and perform the covenants specified in this Agreement for so long as, but only for so long as, the Town remains an "obligated person" with respect to Bonds within the meaning of the Rule, except that the Authority in any event will give notice to the Town of any deposit made that causes Bonds no longer to be outstanding.

The provisions of this Agreement are for the sole benefit of (and may be enforced by) the bondholders and beneficial owners of Bonds and the parties to this Agreement, and nothing in this Agreement, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority and the Town undertake to provide only the financial information, operating data, financial statements, and notices which each has expressly agreed to provide pursuant to this Agreement and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's or the Town's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Agreement or otherwise, except as expressly provided herein. Neither the Authority nor the Town make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY OR THE TOWN, BE LIABLE TO THE BONDHOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY OR THE TOWN, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Authority or the Town in observing or performing their respective obligations under this Agreement shall comprise a breach of or default under any resolution of the Authority authorizing the issuance of Bonds, or any contract relating thereto, for purposes of any other provision of this Agreement. Nothing in this Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority or the Town under federal and state securities laws.

With the consent of the other party, the provisions of this Agreement may be amended by the Authority or the Town from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority or the Town, but only if (1) the provisions of this Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the bondholders or beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of outstanding Bonds consent to such amendment or (b) an entity that is unaffiliated with the Authority or the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the bondholders and beneficial owners of Bonds and is permitted by the terms of the Agreement. If the Authority or the Town so amend the provisions of this Agreement in connection with the financial or operating data which it is required to disclose under Section 2 hereof, the Town shall provide a notice of such amendment to be filed together with an explanation, in

## EXHIBIT A

narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Authority or the Town may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of Bonds.

### SECTION 4. Miscellaneous.

(a) Representations. Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of Bonds.

(b) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law.

(c) Severability. If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

(e) Supersedes Previous Agreements. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the Authority and the Town have each caused their duly authorized officers to execute this Agreement as of the day and year first above written.

TRINITY RIVER AUTHORITY OF TEXAS

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors



**EXHIBIT A**

TOWN OF ADDISON, TEXAS

By: \_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

\_\_\_\_\_  
Irma Parker, City Secretary

## Work Session and Regular Meeting

8.

**Meeting Date:** 04/09/2019

**Department:** Parks & Recreation

**Pillars:** Excellence in Asset Management

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### **AGENDA CAPTION:**

Consider Action to Approve a **Resolution on an Agreement Between the Town of Addison and Sunbelt Pools for the Addison Athletic Club Indoor Pool Re-Surfacing, and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$57,867.

### **BACKGROUND:**

The indoor pool was re-plastered approximately 8 years ago, at which time the new plaster surface was applied over the existing plaster surface. The average life of a plaster surface is 7 to 10 years. Within this time period reapplication of the plaster surface is required. It is recommended that pools with more than 1 layer of plaster have at least 2 layers of plaster removed before reapplication to create a bondable surface. Recently, the indoor pool plaster has become worn and pitted, showing the age of the surface. The tile lane lines and side wall targets also require re-grouting. The pitted surface and missing grout make the indoor pool difficult to clean and act as collection points for dirt and algae. In addition to this work, a detailed cleaning of the gutter system, replacement of depth markers and replacement of the aging underwater lights with new LED lights is recommended by staff.

The Town of Addison is a member of several purchasing cooperatives. These cooperatives bid out products and services for members thereby providing the leverage needed to achieve the best pricing on products, equipment, and services. BuyBoard cooperative pricing #533-178 will be used for this project, Town of Addison Bid #19-146.

The bid for this project is \$74,867. This is under the \$180,000 budgeted for the project in the General Fund. New methods for removing the plaster layers will be utilized by the contractor resulting in a significant reduction from the original estimated cost for the project.

### **RECOMMENDATION:**

Administration recommends approval.

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SUNBELT POOLS, FOR THE ADDISON ATHLETIC CLUB INDOOR POOL RE-SURFACING IN AN AMOUNT NOT TO EXCEED \$75,867.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Agreement between the Town of Addison and Sunbelt Pools for the Addison Athletic Club indoor pool re-surfacing, in an amount not to exceed \$75,867.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND SUNBELT POOLS INC. FOR POOL REPLASTER

This Agreement ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Sunbelt Pools, Inc.**, a Texas corporation, hereinafter called ("Contractor").

### WITNESSETH:

WHEREAS, the Town sought services related to the replaster of the swimming pool at the Addison Athletic Club (the "Services"); and

WHEREAS, the Contractor, submitted a response to the Town's request, attached hereto as **Exhibit A** and incorporated herein for all purposes ("Replaster Proposal"); and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of the Agreement shall commence upon the Effective Date and the Services described in the Agreement Documents shall be **completed no later than 4 weeks after starting the project**, at which time this Agreement shall terminate. This Agreement may not be renewed.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the

end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed Seventy-Five Thousand, Eight Hundred Sixty-Seven and no/100s (\$75,867.00), according to the terms and conditions of this Agreement.

On or before the 10<sup>th</sup> day of each month, Contractor shall submit to City an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

The Contractor agrees that the appropriate payment, performance and maintenance bonds, as required by law, shall be provided to the Town prior to the commencement of work on the Services, including executed powers of attorney. The maintenance bond shall be for a term of two (2) years following the completion of the Services as determined by the Town.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as



if set forth verbatim in the Agreement.

- a. This Agreement;
- b. The Contractor's Replaster Proposal, attached hereto as **Exhibit A**;
- c. Town of Addison Standard Terms and Conditions, attached hereto as **Exhibit B**, and incorporated herein for all purposes; and
- d. Town of Addison Insurance Requirements for Contractors, attached hereto as **Exhibit C**, and incorporated herein for all purposes.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit A**, **Exhibit B** or **Exhibit C** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, then the provisions of **Exhibit C**, and then the provisions of **Exhibit A** shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL

IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Venue.  
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
10. Binding Effect.  
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
11. Ordinances.  
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
12. Authority to Execute.  
The individuals executing this Agreement on behalf of the respective parties below

represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

13. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

14. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

15. Attorneys' Fees. If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

16. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

Guy Mayo  
Technical Sales Manager  
Sunbelt Pools, Inc.  
10555 Plano Road, Suite 300  
Dallas, Texas 75238

If to Town, to:

Town of Addison  
Attn: City Manager  
5300 Belt Line Road  
Dallas, Texas 75254

17. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or



unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

22. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF ADDISON, TEXAS**  
a Texas municipality

By: \_\_\_\_\_  
**Wesley S. Pierson, City Manager**

Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF Name   §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

SUNBELT POOLS, INC.

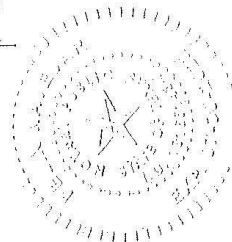
By: *[Signature]*  
Print Name: ROB MORAN  
Title: Pres.  
Date: 3/29/19

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Contractor** ROB MORAN known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for SUNBELT POOLS, INC. and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

*[Signature]* Felix Navar  
Notary Public in and for the State of Texas  
My Commission Expires: 7-20-2022





## EXHIBIT A



March 13, 2019

Town of Addison

### RE: Resurfacing Proposal

- Re-Surface Scope
  - Strip existing plaster (up to two layers of plaster additional layers will be quoted separately)
  - Remove and replace the mastic under the stainless-steel gutter plaster tab with a chemical resistant mastic
  - Re-grout lap lane tile and wall targets
  - 3/8" Diamond Brite with blue quartz
- Gutter
  - Clean existing gutter and grating (please make note that stainless steel and grating may not be 100% clean)
  - Installation of new stick-on depth markers
- Install 6 new LED lights
  - Does not include new breaker or wiring between the junction box and electrical panel
- Includes Payment, performance, and maintenance bonds

Buy/Board Contract Number	Buy/Board Category	Trade Price	Buy/Board Discount	Buy/Board Price
533-17 Swimming Pool Chemicals, Supplies, and Equipment	8 - Swimming Pool Coatings and Compounds	\$87,833.75	20%	\$70,267.00
533-17 Swimming Pool Chemicals, Supplies, and Equipment	6 - Swimming Pool Underwater Lights and Electrical	\$7,000.00	20%	\$5,600.00
Total Project =				\$75,867.00

### Exclusions

- Any work to the swimming pool structure other than outlined in this proposal
- Any-and-all repair work to any other pool not outlined above (including but not limited to structures, plumbing, mechanicals, and electrical)
- Any-and-all non-pool structures and foundations
- Existing structure, plumbing, equipment and finishes of any pool
- Excludes removal of multiple layers of plaster
- Excludes deck texture

10555 PLANO ROAD DALLAS, TEXAS 75238-1305 214 343,1133

CELL 972-974-2771 FAX 214 343.1201

[www.sunbeltpools.com](http://www.sunbeltpools.com) [guym@sunbeltpools.com](mailto:guym@sunbeltpools.com)

## **EXHIBIT A**

- Warranty of existing pool equipment
- Bonding of pool structure
- Removal of deck equipment
- Installation of deck equipment
- Repair or service of any equipment not installed by Sunbelt Pools
- Not responsible for lost revenues from any facility shut down related to this project
- Damage to existing textured concrete from power washing
- Damage to existing gutter from welding or any other remediation process
- Detail site cleaning
- Permit fees
- Fees and allowances
- Any-and-all taxes
- Any-and-all ADA goods. Including but not limited to pool handicap lift
- Main drain grates and sumps
- Damage to pool due to acts of nature

Sincerely,

Guy Mayo  
Technical Sales Manager  
Sunbelt Pools

10555 PLANO ROAD DALLAS, TEXAS 75238-1305 214 343.1133  
CELL 972-974-2771 FAX 214 343.1201  
[www.sunbeltpools.com](http://www.sunbeltpools.com) [guym@sunbeltpools.com](mailto:guym@sunbeltpools.com)

## **EXHIBIT B**

### **Town of Addison**

#### **TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.



## **EXHIBIT B**

17. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. **PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION:** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and

## **EXHIBIT B**

confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town the extent allowable in the Texas Public Information Act and other law.

**28. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION:** This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. **No Boycotting Israel.** The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## EXHIBIT C

### Town of Addison Insurance Requirements

#### REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <b><u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. Insurance company must be A-:VII rated or above.
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000, Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	TOWN OF ADDISON to be listed as <b><u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. Insurance company must be A-:VII rated or above.
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <b><u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.



### **EXHIBIT C**

3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

## Work Session and Regular Meeting

9.

**Meeting Date:** 04/09/2019

**Department:** General Services

**Pillars:** Excellence in Asset Management

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### **AGENDA CAPTION:**

Consider Action to Approve a **Resolution Between the Town of Addison and TDIndustries, Ltd. for the Inspection of the HVAC Equipment at the Town of Addison Buildings, and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$179,415 annually.

### **BACKGROUND:**

The Town has long outsourced the maintenance of Heating, Ventilating and Air-Conditioning systems (HVAC) for all Town-owned facilities. The proposed service agreement provides all labor necessary to inspect, repair, maintain and install replacement parts to the HVAC equipment, as defined in the scope of work.

TDIndustries has proposed a Full Maintenance service agreement for HVAC systems at Town facilities, providing coverage of all labor, parts, material and miscellaneous expenses associated with maintaining and repairing equipment as identified by the Town. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for a Full Maintenance service agreement. This agreement is a fixed cost agreement and encumbers all services as defined in the scope of work.

TDIndustries was selected through staff analysis of comparative pricing of local cooperatives and comparative cost analysis of industry standards as defined in the scope of work. TDIndustries provided the most comprehensive service agreement to Town equipment at Best-Value pricing for a Full-Service Agreement. Best Value pricing was determined by Staff review of cooperative purchasing agencies and comparative industry pricing of cost proposed for services included.

The total annual cost for the Full-Service contract is \$179,415 and will be pro-rated in the first year, to align with the Fiscal Year of the Town, beginning May 1, 2019, and ending September 31, 2019, with four (4) contract renewal options. This is budgeted for in the General Fund, Hotel Fund, Economic Development Fund, and Utility Fund.

### **RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - TDIndustries Service Agreement for HVAC

Proposal - TDIndustries Service Agreement

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND TDINDUSTRIES, LTD., FOR THE INSPECTION OF THE HVAC EQUIPMENT AT THE TOWN OF ADDISON BUILDINGS IN AN AMOUNT NOT TO EXCEED \$179,414.31, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Agreement between the Town of Addison and TDIndustries, Ltd., for the inspection of the HVAC equipment at the Town of Addison Buildings, in an amount not to exceed \$179,414.31, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

DocuSign Envelope ID: 50C94E63-A2DA-489E-AEE6-027BE010E21C

## AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND TDINDUSTRIES, LTD.

This Agreement ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **TDIndustries, Ltd.**, hereinafter called ("Contractor").

### WITNESSETH:

WHEREAS, the Town sought goods and services for the inspection of the HVAC equipment at the Town of Addison Buildings (collectively, the "Services") through National IPA, a cooperative purchasing program; and

WHEREAS, the Contractor is a registered National IPA vender and submitted a statement of work ("SOW") to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.  
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents, and in accordance with Town ordinances, rules and policies related to the construction of improvements on Town-owned property.
2. Terms.  
The initial term of this Agreement shall be from the Effective Date until September 30, 2019 ("Initial Term"). The Town may elect to renew this Agreement for two (2) additional one (1) year terms ("Renewal Term"), upon advance written notice to the Contractor thirty (30) days prior to the end of the then present term. A Renewal Term shall be governed by the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no

further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed **One Hundred Seventy-Nine Thousand Four Hundred Fourteen and 31/100s (\$179,414.31)** upon completion of the Services to the satisfaction of the Town. Town shall not make payment to the Contractor until the Services are finally accepted by the Town. Payment shall be made in accordance with the Town's policies.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by City, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by City pursuant to this Agreement which City requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of City.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Contractor Statement of Work, attached hereto as **Exhibit "A"**; and
- c. Insurance Requirements, attached hereto as **Exhibit "B"**.



This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit “A”, and Exhibit “B”** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit “B”**, and then **Exhibit “A”**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the City as provided in **Exhibit “B”**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the City with a copy of their Certificate of Insurance, which shall name the City as an Additional Insured Party on its general liability and auto insurance policies. The Additional Insured Party shall be defended and indemnified for actions arising from Contractor’s acts, actions, omissions or neglects, but shall not be defended or indemnified for its own acts, actions, omissions, neglects or bare allegations.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING

SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S DUTY TO INDEMNIFY DOES NOT APPLY TO CLAIMS OR LOSSES DETERMINED TO BE CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTY, THEIR EMPLOYEES OR THIRD PARTIES FOR WHOSE ACTIONS THEY ARE RESPONSIBLE. IN CASES INVOLVING THE RESPONSIBILITY OF MORE THAN ONE PARTY, EACH PARTY WILL BE RESPONSIBLE TO THE EXTENT NEGLIGENT. FURTHER, ANY DEFENSE OBLIGATIONS OF CONTRACTOR WILL BE PROVIDED UTILIZING COUNSEL OF CONTRACTOR'S OWN CHOOSING.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

12. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

13. Ordinances.  
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
14. Authority to Execute.  
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
15. Assignment.  
This Agreement may not be assigned without the written agreement of both parties.
16. Sovereign Immunity.  
The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
17. Notice.  
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: TDIndustries, Ltd.  
Attn: Mary Kobe  
13850 Diplomat Drive  
Dallas, Texas 75234

If to City, to:

Town of Addison  
Attn: City Manager  
5300 Belt Line Road  
Dallas, Texas 75254

18. Severability.  
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or



unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

21. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

22. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

23. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

*[Remainder of page intentionally left blank]*

**IN WITNESS, WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF ADDISON, TEXAS**  
**a Texas municipality**

By: \_\_\_\_\_  
**Wesley S. Pierson, City Manager**

Date: \_\_\_\_\_

**TDINDUSTRIES, LTD.**

By:  \_\_\_\_\_  
E2A9G06477604D1...

Print Name: Lauren Turner

Title: Vice President

Date: 3/18/2019

STATE OF TEXAS       §  
                                  §  
COUNTY OF Name     §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **TDIndustries, Ltd.** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### Statement of Work

#### DESCRIPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT

☒ **FULL MAINTENANCE (FM)**

This Full Maintenance Agreement is to provide services for the equipment referenced as "*Equipment Covered*". Full Maintenance coverage provides for all labor, parts, material and miscellaneous expenses (excluding refrigerant) associated with maintaining and repairing the equipment identified in this agreement. If applicable, this agreement assumes that the equipment listed is in good running, maintainable condition and eligible for a Full Maintenance Agreement. If on first inspection, repairs are found necessary, such repair charges will be submitted for owner's approval. If these repairs are declined, those items will be eliminated from the agreement solely at the discretion of TDIndustries, Inc. and the price of the agreement will be adjusted in accordance with the equipment covered. *See Terms and Conditions.*

Compressor Coverage: Material - Yes ☒ No ☐, Labor - Yes ☒ No ☐ (see exceptions below)

(2) Sites

Conference Center  
Service Center

Compressor Coverage: Material - Yes ☐ No ☒, Labor - Yes ☐ No ☒ (see exceptions below)

(13) Additional Sites

Exclusions

- Compressors 2010 and newer are covered under the agreement. (See building list above)
- Compressor 2009 and older are not covered. (See building list above)
- Refrigerant is not included in this contract.
- Decron pool unit and associated equipment are not included.
- Pleated filters will be used and changed quarterly except Athletic Club which will be changed six times per year.
- Condenser coils will be washed and rinsed two times per year.
- Water treatment is covered. Inspections will be once per month. Water Treatment equipment is covered under this agreement.
- TD Service Coverage is 24/7 accessible via 1-800-864-7717.

Note TD standard response times:

Emergency – 30 min response from TD representative and 4 hours on site.

Standard – 30 min response from TD representative and same day on site.

All efforts to exceed these response times are common practice for TDIndustries. TDIndustries has noted the Athletic Center and all Computer room units as top priority.

<u>Building</u>	<u>Price</u>		
Athletic Club & Expansion	\$ 53,801.01	Police Substation	\$ 1,842.67
Celestial Pump Station	\$ 2,743.08	Service Center	\$ 25,388.51
Conference Center	\$ 19,071.07	Special Events	\$ 4,590.61
Finance	\$ 6,408.61	Stone Cottage	\$ 2,767.41
Fire Station 1	\$ 8,723.47	Theater Center	\$ 26,318.00
Fire Station 2	\$ 3,889.59	Town Hall	\$ 4,597.42
Police and Courts	\$ 15,584.60	<u>Vitruvian Restrooms</u>	<u>\$ 3,688.26</u>
		Total All Buildings	\$ 179,414.31

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### Standard Terms and Conditions

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

1. TDIndustries, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs of claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2. If TDIndustries, Inc. encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.
3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor, difficulties, delays in usual sources of supply, major changes in economic conditions, or without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4. On arrival of any equipment, goods or material at the shipping address specified, Customer shall assume all risk of loss or damage to such equipment, goods or material.
5. In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7. If the equipment, goods or material furnished hereunder requires the use of water or steam, re-circulated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person, or persons through the negligence of such employees.

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9. No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

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**Customer Agrees:**

1. To provide access to all equipment during normal working hours.
2. To accept the judgment of TDIndustries, Inc. as to the best means to be employed for any corrective or repair work and as to the operation of the equipment.
3. That any service performed by anyone not authorized by TDIndustries, Inc. will release TDIndustries, Inc. from all obligations and cause any warranties provided under this agreement to become null and void.
4. That if customer requests or requires maintenance inspections to be made on overtime, that customer will pay the then prevailing difference between regular and overtime rates for labor performed.
5. Customer agrees to make payment in advance for services described. If customer defaults on payments, TDIndustries, Inc. will notify customer, and may cancel the contract for non-payment.
6. The customer acknowledges that TDIndustries, Inc. employees are a valuable asset to TDIndustries, Inc. The customer agrees to pay TDIndustries, Inc. an amount equal to 12 months of salary for each TDIndustries, Inc. employee who worked at the customer's facility that is then hired by the customer at any time during the term of this Agreement and for 60 days thereafter. In addition, the customer agrees to reimburse TDIndustries, Inc. for all costs associated with any training TDIndustries, Inc. provided to such employee during the three years before the date the customer hires such employees.

**Specific Exclusions:**

1. CABINETS, DUCTWORK, AIR BALANCE, INSULATION, WATER PIPING, DRAIN LINES, STEAM LINES, CONDENSER, EVAPORATOR, HEAT EXCHANGERS (GAS FURNACES, BOILERS, CHILLERS, ETC.), MOLD, ELECTRICAL WIRING OR SAFETY DEVICES, AND ITEMS BEYOND THE EQUIPMENT ITSELF. REPAIRS DUE TO FREEZING OR VOLTAGE PROBLEMS, CHANGES REPAIRS OR CORRECTIONS TO EQUIPMENT DUE TO DESIGN, CODE OR INSURANCE REQUIREMENTS.
2. Service and material required due to electrical power failure, burned out fuses, or other work excluded from this agreement.
3. TDIndustries, Inc. will provide under this agreement specifically exclude inspection, discovery, identification, prevention or remediation of Hazardous Substances caused by mold.
4. Loss, damage, or injury caused by failure or delay arising from causes beyond the control of TDIndustries, Inc.
5. Damage due to fire, water, war, vandalism, natural phenomena, and/or acts of God.
6. TDIndustries, Inc. has no obligation or responsibility except as specifically and explicitly proven for herein.
7. Parts and labor for heat exchanger replacement.
8. Refrigerant is not included in this agreement.

DALLAS

AUSTIN

FORT WORTH

HOUSTON

PHOENIX

SAN ANTONIO

**EQUIPMENT COVERED**

***TOWN OF ADDISON HVAC EQUIPMENT LIST***

Updated 7/17/15

**Town Hall 5300 Belt Line Rd.**

1 each Lennox model #13ACD-60-230-02 serial# 5807D37819 condensing unit (installed 7/2007)  
1 each Lennox model #13ACD-60-230-02 serial# 5807G15811 condensing unit (installed 9/2007)  
1 each Lennox model #HS26-048-2P condensing unit (installed 9/1999)  
2 each Lennox model #HS26-060-2P condensing units (installed 9/1999)  
1 each Thermal Zone model #TZAA-360-2C757 condensing unit (installed 7/2015)  
2 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)  
4 each Lennox model #C26-51/65FC-1 evaporative coil units (installed 9/1999)  
2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)  
1 each Lennox model #G24M4/5-120A-6 gas furnace (installed 11/1997)  
2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)  
1 each Lennox model #80MGF4/5-120A-1 gas furnace (installed 11/1997)

**Finance Bldg. 5350 Belt Line Rd.**

1 each Lennox model #13ACD-60-230-02 serial# condensing unit (installed 9/2007)  
1 each Lennox model #HS26-060-2P condensing units (installed 9/1999)  
1 each Lennox model #HS26-036-2P condensing unit (installed 9/1999)  
1 each Lennox model #HS26-042-2P condensing unit (installed 9/1999)  
1 each Lennox model #10ACB36-5P condensing unit (installed 9/1996)  
1 each Guardian model #GCGD60S21 S2B condensing unit (installed 2/2014)  
3 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)  
2 each Lennox model #CH23-41-1 evaporative coil units (installed 9/1999)  
1 each Lennox model #CH23-51-1 evaporative coil units (installed 9/1999)  
2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)  
2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)  
1 each Lennox model #G24M3-75A-11 gas furnaces (installed 9/1999)  
1 each Lennox model #80MGF3-75A-1 gas furnace (installed 10/1997)

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**Service Center 16801 Westgrove Rd.**

1 each Lennox model# LGC060S2DS1G serial# 5604D11710 (installed 5/22/2004)  
1 each Lennox model# LGC150S2BH2G serial# 5604D11547 (installed 5/22/2004)  
1 each Lennox model# LGC060S2DS1G serial# 5604D11711 (installed 5/22/2004)  
1 each Lennox model# LGC072S2BH1G serial# 5604D11673 (installed 5/22/2004)  
1 each Lennox model# LGC180S2BS1G serial# 5604D10863 (installed 5/22/2004)  
1 each Lennox model# LGC048S2DS1G serial# 5604D11800 (installed 5/22/2004)  
1 each Lennox model# LGA060HS1Y (installed 9/1999)  
1 each Lennox model# LGA042HS1Y (installed 9/1999)  
1 each Lennox model# LGC060S2DS1Y serial# 5604D08135 (installed 5/22/2004)  
\* 1 each Lennox model HS29-261-3P condensing unit (installed 2/1998)  
1 each Lennox model HS27-024-1P condensing unit (installed 9/1999)  
\* 2 each Janitrol model A24-05 air handler (\*1 installed 2/1998 & 1 installed 9/1999)  
\* 1 each Lennox model CB29M-5-1 air handler (installed 2/2003)  
\* 1 each Lennox model 10ACC-048-230-02 condensing unit (installed 2/2003)  
\* 2 each Lennox model# XC14060 condensing unit (installed 8/2008)  
\* 2 each Lennox model CBX32M -060 air handler (installed 8/2008)  
2 each Trane model 4TTR3060D1000AB condensing unit (installed 2/2014)  
2 each First Company model 60PHYXO Fan Coil Unit (installed 2/2014)  
1 each Trane model 4TTR3018G1000AA condensing unit (installed 2/2014)  
1 each First Company model 18HX-5 Fan Coil Unit (installed 2/2014)  
4 each Reznor model #UDAP 100 unit heaters (installed 10/2006)  
1 each Reznor model #UDAP 75 unit heater serial# BNC796EN84205X (install 2/2015)  
1 each Reznor model CEEXL60 unit heater  
1 each Dayton model #3E366A unit heater serial# C8713886 (installed 11/98)  
1 each Lennox model #LF24-50A-1 unit heater serial # 6396G77643 (installed 1/9/97)

\* - Server Room Spares

**Police & Courts Bldg. 4799 Airport Parkway**

3 ea Lennox model #LCA120HN1Y Pkg. units (installed 9/1999)  
1 ea York model #D1EB060A25B Pkg. unit (installed 9/1999)  
2 ea York model #D1EB036A25B Pkg. units (installed 9/1999)  
1 ea Lennox model #LCA060HN1Y Pkg. unit (installed 9/1999)  
1 ea Lennox model #CB30M65-4P serial# 5807E02972 electric heat and fan coil unit (installed 6/2007)  
1 ea Payne PA13NR060-J condensing unit (installed 11/2014)  
1 ea Lennox model #10ACB48-10P condensing unit  
1 ea Janitrol 4 Ton air handler  
1 ea Carrier model #50TJ-014-511 serial #2396G30575 (installed 7/5/96)  
1 ea Mitsubishi model PLA-A36BA indoor / PUY-A36NHA outdoor (installed 9/2007)  
1 ea Daikin model FTXS12DVJU indoor / RXS12DVJU outdoor (installed 8/2007)

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**Police Sub-Station 4943 Addison Circle Dr.**

1 ea Carrier model #38CK030320 serial #2997E09413 condensing unit (1997)  
1 ea Carrier model #FA4ANF030 serial #4797A14451 air handler unit (1997)

**Fire Station #1 4798 Airport Parkway**

2 each Lennox model #LGA060HS1Y Pkg. units (installed 9/1999)  
1 each Lennox model #GCS16-653-125-54 Pkg. unit (installed 11/95)  
1 each Lennox model #HS24-411-1P condensing unit (installed 10/1995)  
1 each Janitrol model #A36-15 fan coil unit w/electric heat (installed 4/1996)  
1 each Lennox model #LGA042HS1Y Pkg. unit (installed 9/1999)  
2 each Lennox model #HS290723Y condensing units (installed 8/2008)  
2 each Lennox model# CB29M654P air handler unit (installed 8/2008)  
1 each Lennox model #G40 Heater (installed 2/2005)  
2 each Lennox model# unit heaters

**Fire Station #2 3950 Beltway Dr.**

2 each Lennox model #GCS-653-125-54 Pkg. A/C units (installed 11/8/1995)  
1 each York model #DINA042N05625C Pkg. A/C unit (installed 9/1999)  
2 each Hastings model #F200 unit heaters

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**Athletic Club 3900 Beltway Dr.**

Chiller- Trane model #RTHB130 (start-up 4/1997)  
Boiler #1- Rite model #200WG serial# 8620416  
Boiler #2- RBI Model LW600 serial# 061674282  
Day Care- York model #CM-3610  
Janitrol Furnace EF36-10 Serial 870400085.  
Water Tower- Ceramic model# XL75P3 (installed 7/1997)  
Air Handlers- 11 each – 2 were changed with Carrier M39 units 1/2003  
VAV boxes: 4 each Trane model#PAR17112773SPDDD03 (installed 7/1997)  
6 each Trane model#PAR06072773SPDDD03 (installed 7/1997)  
3 each Trane model#PAR11112773SPDDD03 (installed 7/1997)  
Tower Pump in HVAC equipment room -  
Model: 5KS254AL205A, General Electric 15 hp, 3 ph, 230/460 volts, 60Hz, 1770 rpm, 254T  
Frame Type K.S., 1.15 Service Factor.  
Boiler Pump in HVAC equipment room -  
Part # 6-357719-01, Century Electric MagnaTek 5.0 hp, 3 ph, 23-/460 volts, 60 Hz, 1745 rpm,  
D184T Frame Type S.C., 1.15 Service Factor.  
Chiller Pump in HVAC equipment room -  
Part # 6-349106-01, Gould E Plus 15 hp, 3 ph, 230/460 volts, 60Hz, 1755 rpm, G2541 Frame  
Type SCE, 1.15 Service Factor.  
Two Water Treatment Injector Pumps in HVAC equipment room -  
1 each Model A141-151, Liquid Metronics, 115 volts, 1 amp.  
1 each Model LE13SA-PTC1-NA002, Pulsafeeder, 115 volt, .6 amp.

**Athletic Center Expansion Added 7/2003**

Package Units  
5 each Carrier model# 50BYN008-6 7.5 tons  
Electric Duct Heaters  
5 each TUTCO open coil slip-in  
VAV Boxes  
2 each Enviro-tec model SDR-EH  
1 each Enviro-tec model SDR

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**Conference and Theatre Centre 15650 Addison Rd.**

Note: ACC = Addison Conference Centre  
ATC = Addison Theatre Centre

**Package Units**

	Location	Make	Model#	Serial#	Tonnage
RTU 1	ACC	York	ZR300W24S4RZZ10001	N1D3659808	25
RTU 2	ACC	York	ZR300N24S4RZZ10001	N1D3659807	25
RTU 3	ACC	York	ZR102N10P4RZZ50001	N1D3662466	8.5
RTU 4	ACC	York	ZR102N10P4RZZ50001	N1D3662467	8.5
RTU 5	ACC	York	ZF072N08N4AAA1A	N1H1295489	6 Install 9/11
RTU 6	ACC	York	ZR120N15P4RZZ50003	N1D3662449	10
RTU 7	ATC				
		York	Z33AN34A61AAAK0001	N1E3682271	30
RTU 8	ATC	York	Z34AN34A6AAAK0001	N1E3682270	40
RTU 9	ATC	York	ZR240N24K4RZZ10001	N1C3582001	20
RTU 12	ATC	York	ZR090N15P4RZZ50001	N1D3662465	7.5
RTU 14	ATC	York	ZR090N15P4RZZ50001	N1D3662464	7.5
RTU 16	ATC	York	ZR049N07P4RZZ50001A	N1D3662458	4
RTU 17	ATC	York	ZR078N10P4RZZ60001A	N1D3662452	6.5
RTU 18	ATC	York	ZR120N15P4RZZ5003A	N1D3662450	10
RTU 19	ATC	York	ZR037N05P4RZZ50001A	N103662457	3
RTU 20	ATC	York	ZR049N07P4RZZ50001A	N1D3662459	4
RTU 21	ATC	York	ZR078N10P4RZZ60001A	N1D3662453	6.5
RTU 22	ATC	York	D2NX036D09046NX	W1D3648315	3

**Split Systems**

Loc.	Make	Tonnage	Condensing Unit Model/Serial	Air Handler Model/ Serial
ACC	York	7.5	YC090C00A4AAA2/ N1A3386221	NC090600B6AAA2/ N1B3488136
ACC	York	7.5	YC090C00A4AAA2/ N1C3536691	NC090C00B6AAA2/ N1A3386204
ACC	York	7.5	YC090C00A4AAA2/ N1C3536692	NC090C00B6AAA2/ N1A3447759
ACC	York		AHE18B3XH21/ W1A3422740	1.5 YCJD1854151/ W1C3552376

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ATC	York	7.5	YC090C00A4AAA2/ N1A3386222	NC090C00B6AAA2/ N1A3424021
ATC	York	7.5	YC090C00A4AAA2/ N1F2923632	NC090C00B6AAA2/ N1A3411165
ATC	York	5	YCJD6054454/ W1D3390839	MX20DN21/ W1C3579983
ATC	York	5	YCJD6054454/ W1B3390832	MX20DN21/ W1C3579968
ATC	York	5	YCJD6054453/ W1A3382020	MX20DN21/ W1C3579974

**Stone Cottage 4901 Addison Circle Dr. – Installed 10/19/98**

Make	Tonnage	Condensing Unit Model\Serial	Air Handler Model\Serial
Carrier	5	38YCC060300\1098E02556	FB4ANF060\0498A33158
Carrier	5	38YCC060300\1098E02550	FB4ANF060\0198A06668

**Celestial Pump Station 5510 Celestial**

1 each Lennox model #10ACB24-9P condensing unit  
 1 each Goodman model #ARUF182416 air handler (installed 6/2008)  
 1 each York model #YCE36B21H condensing unit  
 1 each York model #AE36BX21 air handler

**Special Events Pavilion 4970 Addison Circle Dr. – Installed 10/2003**

Make	Tonnage Heating	Condensing Unit Model	AirHandler Model	
Trane	5	TWA0060C3000A	TWE060P13	25kW electric
Trane	4	TWA0048C3000A	TWE048P13	15kW electric
Trane	2.5	TWA0030C3000A	TWE030P13	10kW
electric				
Trane	2.5	TWA0030A3000AB (installed 7/2008)	TWE030P13	10kW electric

**Vitruvian Restrooms 3956 Vitruvian Way**

1 ea Samsung model MH080FXCA4A serial F328PAFC500006B condensing unit 3 Ton  
 2 ea Samsung model MH026FNCA serial F324PAKC600030K air handler unit  
 serial F324PAKC600171D air handler unit  
 serial F324PAKC600070N air handler unit

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## **PACKAGED UNITARY EQUIPMENT MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

#### **4 Inspections per year**

##### **Annual Maintenance Tasks**

###### **Refrigerant System**

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

###### **Lubrication System**

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

###### **Electrical Systems**

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

###### **Operating Checks**

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

###### **Written Report**

- Provide to customer representative following each regular inspection or emergency call

##### **Operating Maintenance Tasks**

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Inspect filters

##### **Heating Equipment Tasks**

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

##### **Included Services**

- ☒ Wash condenser coils **2 times** per year
- ☒ Provide material and labor to replace filters **4 times** per year (Pleated merv 10 filters)
- ☒ Change belt where require once per year.
- ☒ Blow out and or rinse out condensate lines quarterly

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## **SPLIT SYSTEM EQUIPMENT MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

#### **4 Inspections per year**

#### **Annual Maintenance Tasks**

##### **Refrigerant System**

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

##### **Lubrication System**

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

##### **Electrical Systems**

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

##### **Operating Checks**

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

##### **Written Report**

- Provide to customer representative following each regular inspection or emergency call

#### **Operating Maintenance Tasks**

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Inspect filters

#### **Heating Equipment Tasks**

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

#### **Included Services**

- ☒ Wash condenser coils **2 times** per year.
- ☒ Provide material and labor to replace filters **4 times** per year. (Pleated merv 10 filters)
- ☒ Change belts once per year were necessary.
- ☒ Blow out and or rinse out condensate lines quarterly

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## **ROTARY CHILLER MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year**

#### **Annual Maintenance Tasks**

##### **Refrigerant System**

- Visually check refrigerant circuits for leaks
- Inspect refrigerant filter
- Log and review operating conditions
- Leak check relief valves and refrigerant vent piping
- Inspect refrigerant sight glasses for cracks and leaks
- Check system superheat and sub-cooling

##### **Electrical Systems**

- Inspect condition of contacts for wear, pitting, etc.
- Inspect/tighten all electrical connections
- Inspect electrical components for indications of heat
- Check operating and safety controls
- Inspect/tighten motor leads

##### **Operating Checks**

- Check start operation and record voltage and current
- Inspect operating and safety controls
- Inspect operation of condenser fans (if applicable)
- Check condenser fans for proper blade to shroud clearance (if applicable)
- Inspect operation of lubrication system.
- Inspect all piping for leaks or damage
- Check set point values in microprocessor
- Inspect condenser coils for buildup or damage

##### **Written Report**

- Provide to customer following each regular inspection or emergency call
- Review all operating parameters with customer

#### **Operating Maintenance Tasks**

- Inspect refrigerant filter temperature drop at full load conditions
- Check and record oil filter pressure drop
- Inspect operation of loading slide valve
- Inspect operating and safety controls
- Inspect and calibrate temperature controller
- Inspect operation of lubrication system
- Inspect operation of motor starter
- Inspect evaporator and condenser pressures
- Inspect unit for proper refrigerant charge
- Inspect for proper oil level
- Check operation of condenser fans (if applicable)
- Review operating conditions with customer
- Inspect operation of lubrication system
- Check oil level
- Inspect oil heater control operation

#### **Included Services**

- ☒ Brush condenser tubes during annual inspection.
- ☒ Oil sample and analysis for wear metals, acid content and moisture to be taken 1 time per year.
- ☒ Meg compressor motors.
- ☒ Replace oil filters during annual inspection
- ☒ Water treatment testing on chilled, condenser and boiler water loop.

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**CHILL WATER AIR HANDLING UNIT MAINTENANCE**

**SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

4 Inspections per year.

**Annual Maintenance Tasks**

- Inspect coils and make recommendations as needed.
- Inspect drain pan and drain line.
- Inspect blower wheel and retaining bolts.
- Inspect pulleys and sheaves.
- Inspect/adjust belt alignment and condition.
- Lubricate shaft and motor bearings as required.
- Inspect all bearing and motor retaining bolts.
- Record motor operating conditions.
- Inspect/tighten all control and power wiring.
- Remove fan belts and spin blower wheel and let coast to a stand still for static unbalance test.
- Inspect all duct connections and door seals.
- Inspect flex connections for wear and leaks.
- Inspect unit for unusual noise or vibration.
- Inspect zone isolation dampers and linkages for proper movement. Adjust linkages as needed.
- Inspect damper operators for proper operation.
- Inspect spring isolators and adjust as needed.
- Inspect lubricate lines and connections.

**Operating Maintenance Tasks**

- Inspect coils for air flow obstructions.
- Lubricate shaft and motor bearings as required.
- Inspect all bearing and motor retaining bolts.
- Record motor operating voltage and amperage.
- Inspect/tighten electrical connections.
- Inspect unit for unusual noise or vibration.
- Inspect/adjust belt alignment or tension.
- Inspect filters and report condition to the customer.

**Included Services**

- ☒ Provide labor and material to replace filters and media, or clean permanent filter 6 time(s) per year. Athletic Club only. (Pleated merv 10 filters)
- ☒ Change belts on annual inspection.
- ☒ Blow out and or rinse out condensate lines quarterly



## **PUMP MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year**

#### **Operating Maintenance Tasks**

- Lubricate pump bearings per manufacturer's recommendations
- Lubricate motor bearings per manufacturer's recommendations
- Check suction and discharge pressures, if possible
- Visually inspect packing or mechanical seals
- Check motor voltage and amperage
- Check motor operating conditions
- Inspect electrical connections and conductors
- Check operation of isolation valves
- Check pump starter

#### **Included Services**

- ☒ Pull condenser water strainer during annual inspection.

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### **WATER TREATMENT MAINTENANCE- Athletic Center**

#### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

#### **12 Inspections per year**

##### **Operating Maintenance Tasks**

- Conduct a survey of equipment prior to startup and recommend the correct chemicals.
- Provide product safety information on all chemical products used in the system.
- Provide all products required for water treatment for the duration of this agreement.
- Make all necessary adjustments to chemical feed equipment in accordance with ongoing laboratory recommendations.
- Provide on-site water testing and supply a field test report for the system.
- Maintain or replace customer owned chemical feed equipment at an additional expense to customer.
- If TDIndustries determines that repairs to the system are required to minimize loss of water treatment and water, customer will cause repairs to be made at their expense.
- These prices are established on a good clean leak free system. The customer will be financially responsible for replacing chemical due to water loss causing chemical loss that exceeds 25% of the initial chemical charge.
- Should government restrictions be placed upon use of chemical treatment, alternate products will be substituted at customer's expense.

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## **BOILER MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

4 Inspections per year.

### **Annual Maintenance Tasks**

- Inspect safety and operating controls
- Inspect the low water cutoff safety
- Inspect condensate drain
- Inspect main burner assembly
- Inspect condition of spark electrode and flame rod
- Lubricate blower motor as required
- Verify operation of makeup water system
- Inspect condition of flues and report
- Inspect refractory and firebrick for defects and report
- Clean expansion tank sight glass
- Inspect all electrical connections for tightness
- Verify boiler room supply vents are free from obstructions
- Inspect wire insulation for signs of overheating, burns, etc.
- Verify accuracy of pressure gauges

### **Operating Maintenance Tasks**

- Inspect the boiler for gasket leaks
- Inspect the low water cutoff and feed control (s)
- Inspect the pressure relief valves
- Inspect all operating controls for proper operation
- Inspect and clean blower, if required

### **Included Services**

- ☒ Remove header and inspect tube condition once per year (if required)
- ☒ Brush clean boiler tubes once per year (if required)
- ☒ Perform combustion analysis once per year

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## **FAN POWERED BOX AND VAV MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **2 Inspections per year**

#### **Annual Maintenance Tasks**

- Inspect box for detectable maintenance items
- Inspect blower wheel and retaining bolts
- Inspect pulleys and sheaves
- Inspect/adjust belt alignment and condition
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating conditions
- Inspect/tighten all control and power wiring
- Inspect all duct connections and door seals
- Inspect flex connections for wear and leaks
- Inspect box for unusual noise or vibration
- Inspect dampers and linkages for proper movement, adjust linkages as needed.
- Inspect damper operators for proper operation
- Inspect spring isolators and adjust as needed
- Inspect pneumatic system for leaks and cracks

#### **Operating Maintenance Tasks**

- Inspect coils for air flow obstructions
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating voltage and amperage
- Inspect/tighten electrical connections
- Inspect box for unusual noise or vibration
- Inspect/adjust belt alignment or tension
- Inspect filters and report condition to the customer

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## **SPLIT SYSTEM EQUIPMENT MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

#### **4 Inspections per year**

#### **Annual Maintenance Tasks**

##### **Refrigerant System**

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

##### **Lubrication System**

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

##### **Electrical Systems**

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

##### **Operating Checks**

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

##### **Written Report**

- Provide to customer representative following each regular inspection or emergency call

#### **Operating Maintenance Tasks**

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Inspect filters

#### **Heating Equipment Tasks**

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

#### **Included Services**

- ☒ Wash condenser coils **2** times per year
- ☒ Provide material and labor to replace filters **4** times per year. (Pleated merv 10 filters)
- ☒ Blow out and or rinse out condensate lines quarterly

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**COOLING TOWER MAINTENANCE**

**SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

**4** Inspections per year.

**Annual Maintenance Tasks**

- Clean float valve assembly and adjust for proper operation
- Check and clean bleed off line and overflow
- Check sump heaters and thermostats for calibration and operation
- Check and adjust fan belts (if applicable)
- Check condition of drive pulleys (if applicable)
- Check oil level in gearbox (if applicable)
- Check driveshaft couplings (if applicable)
- Lubricate fan and motor bearings per manufacturer's recommendation
- Check amperage on motors
- Inspect electrical connections, contactors, relays
- Check and calibrate operating and safety controls
- Check and adjust condenser water temperature regulator system
- Check and adjust bypass valve

**Operating Maintenance Tasks**

- Inspect fan, motor and belts
- Check sump strainer, bleed, and overflow
- Check operating conditions, adjust as required

**Included Services**

- ☒ Clean tower strainers once per year
- ☒ Clean water sump basin and check condition once per year
- ☒ Change gearbox oil once per year.



## **UNIT HEATER/DUCT HEATER MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries, Inc. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **2 Inspections per year.**

#### **Annual Maintenance Tasks**

- Lubricate motor bearings (if applicable)
- Check bearing and motor mounting
- Check motor operating voltage and amperage
- Check heat exchanger/elements for proper operation.
- Rotate the fan and check for obstructions in the fan housing
- Check heat sequencers on electric units
- Check gas pressure on gas fired units
- Check heat exchanger for cracks on gas fired units.

#### **Operating Maintenance Tasks**

- Check unit for unusual noise or vibration
- Check heat sequencing or gas combustion.
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation.

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**Exhibit "B"**  
**Insurance Requirements**

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**  
**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON. All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.		AMOUNT OF INSURANCE	PROVISIONS
<b>TYPE OF INSURANCE</b>			
1.	<b>Workers' Compensation Employers' Liability</b> to include:	Statutory Limits per occurrence	TOWN OF ADDISON to be provided a <b>WAIVER OF SUBROGATION</b> Insurance company must be A-:VII rated or above.
	(a) each accident	Each accident	
	(b) Disease Policy Limits	Disease Policy Limits	
	(c) Disease each employee	\$1,000,000 Disease each employee \$1,000,000	
2.	<b>Commercial General (Public) Liability</b> to include coverage for:	Bodily Injury/Property Damage per occurrence	<b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII rated or above.</b>
	a) Bodily Injury	\$1,000,000, General Aggregate \$2,000,000	
	b) Property damage	Products/Completed	
	c) Independent Contractors	Aggregate \$2,000,000, Personal Advertising	
	d) Personal Injury	Injury per occurrence	
	e) Contractual Liability	\$1,000,000, Medical Expense 5,000	

3.                    **Business Auto Liability** to include coverage for:                    Combined Single Limit                    *TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A:VII-rated or above.*
- a) Owned/Leased vehicles
  - b) Non-owned vehicles
  - c) Hired vehicles



## MAINTENANCE AGREEMENT

**Customer's Billing Name and Address:**

City of Addison, 5300 Belt Line Rd, Addison

**Service to be provided at:**

14 City Buildings

**Effective Date:** Upon Signature

**Agreement Amount:** \$179,414.31

**Payment Schedule:** See appendix

**Per** 12 months

**Account Manager:** Mary Kobe / Bryan Strode

**Proposal Date:** 10/9/18

**Agreement Terms:** Annual

**Note:** Contract can be renewed for two additional one year terms at the same price.  
Additionally 1<sup>st</sup> year can be prorated to align with customer fiscal year.

At the time of scheduled inspections and for the equipment listed on the attached pages, TDIndustries, Inc. agrees to perform the Planned Maintenance tasks described on the following pages.

TDIndustries, Inc. will make a total of four (4) Planned Maintenance Inspections over a total of four (4) scheduled site visits (**see exceptions**) during each term of this agreement. The Air Conditioning and Heating inspections include equipment startup and shutdown.

<input type="checkbox"/> PLANNED MAINTENANCE (PM)	<input type="checkbox"/> ELECTRICAL MAINTENANCE (EM)
<input checked="" type="checkbox"/> FULL MAINTENANCE (FM)	<input type="checkbox"/> BUILDING SYSTEM INTEGRATION MAINTENANCE (BSI)

Inspections shall be scheduled by TDIndustries, Inc. and will be based on manufacturer's recommendations; equipment location; application and type; and TDIndustries, Inc. experience. A service report will be presented after each service call for your records that shows the maintenance and repair work completed.

Beginning with the effective date, the customer agrees to pay, in advance, for the service described herein according to the payment schedule shown above and remit to P.O. Box 300008, Dallas, TX 75303-0008. This agreement shall continue in effect unless either party gives written notice and confirms their intention not to renew and it is received by a minimum of thirty (30) days prior to the effective date. Either party may cancel this agreement prior to the expiration of the agreement terms, provided a 30-day written notice is delivered and confirmed. TDIndustries reserves the right to invoice and be paid for work performed that exceeds the billings to date for early cancellation. TDIndustries, Inc. may annually adjust any charges for ongoing maintenance and services. This adjustment will be based on the Service Consumer Price Index and any local increases in labor and material costs. This agreement is not valid or binding until accepted by TDIndustries, Inc.

### **TDINDUSTRIES, INC. TERMS AND CONDITIONS ARE A PART OF THIS AGREEMENT.**

TDIndustries, Inc.

Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TDIndustries, Inc. 13850 Diplomat Dr., Dallas, TX 75234 - 972-888-9500 - Fax #972-888-9520**

A/C - TACL-A26339C

Plumbing – Larry Bartlett M-16723

Electrical - 32734

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## DESCRIPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT

### ☒ **FULL MAINTENANCE (FM)**

This Full Maintenance Agreement is to provide services for the equipment referenced as “*Equipment Covered*”. Full Maintenance coverage provides for all labor, parts, material and miscellaneous expenses (excluding refrigerant) associated with maintaining and repairing the equipment identified in this agreement. If applicable, this agreement assumes that the equipment listed is in good running, maintainable condition and eligible for a Full Maintenance Agreement. If on first inspection, repairs are found necessary, such repair charges will be submitted for owner’s approval. If these repairs are declined, those items will be eliminated from the agreement solely at the discretion of TDIndustries, Inc. and the price of the agreement will be adjusted in accordance with the equipment covered. *See Terms and Conditions.*

Compressor Coverage: Material - Yes ☒ No ☐, Labor - Yes ☒ No ☐ (see exceptions below)

#### (2) Sites

Conference Center  
Service Center

Compressor Coverage: Material - Yes ☐ No ☒, Labor - Yes ☐ No ☒ (see exceptions below)

#### (13) Additional Sites

#### Exclusions

- Compressors 2010 and newer are covered under the agreement. (See building list above)
- Compressor 2009 and older are not covered. (See building list above)
- Refrigerant is not included in this contract.
- Dectron pool unit and associated equipment are not included.
- Pleated filters will be used and changed quarterly except Athletic Club which will be changed six times per year.
- Condenser coils will be washed and rinsed two times per year.
- Water treatment is covered. Inspections will be once per month. Water Treatment equipment is covered under this agreement.
- TD Service Coverage is 24/7 accessible via 1-800-864-7717.

#### Note TD standard response times:

Emergency – 30 min response from TD representative and 4 hours on site.

Standard – 30 min response from TD representative and same day on site.

All efforts to exceed these response times are common practice for TDIndustries. TDIndustries has noted the Athletic Center and all Computer room units as top priority.

<u>Building</u>	<u>Price</u>		
Athletic Club & Expansion	\$ 53,801.01	Police Substation	\$ 1,842.67
Celestial Pump Station	\$ 2,743.08	Service Center	\$ 25,388.51
Conference Center	\$ 19,071.07	Special Events	\$ 4,590.61
Finance	\$ 6,408.61	Stone Cottage	\$ 2,767.41
Fire Station 1	\$ 8,723.47	Theater Center	\$ 26,318.00
Fire Station 2	\$ 3,889.59	Town Hall	\$ 4,597.42
Police and Courts	\$ 15,584.60	<u>Vitruvian Restrooms</u>	<u>\$ 3,688.26</u>
		Total All Buildings	\$ 179,414.31

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## Standard Terms and Conditions

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

1. TDIndustries, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs of claims of the Customer for such damages, If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2. If TDIndustries, Inc. encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.
3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor, difficulties, delays in usual sources of supply, major changes in economic conditions, or without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4. On arrival of any equipment, goods or material at the shipping address specified, Customer shall assume all risk of loss or damage to such equipment, goods or material.
5. In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7. If the equipment, goods or material furnished hereunder requires the use of water or steam, re-circulated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person, or persons through the negligence of such employees.

9. No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

**Customer Agrees:**

1. To provide access to all equipment during normal working hours.
2. To accept the judgment of TDIndustries, Inc. as to the best means to be employed for any corrective or repair work and as to the operation of the equipment.
3. That any service performed by anyone not authorized by TDIndustries, Inc. will release TDIndustries, Inc. from all obligations and cause any warranties provided under this agreement to become null and void.
4. That if customer requests or requires maintenance inspections to be made on overtime, that customer will pay the then prevailing difference between regular and overtime rates for labor performed.
5. Customer agrees to make payment in advance for services described. If customer defaults on payments, TDIndustries, Inc. will notify customer, and may cancel the contract for non-payment.
6. The customer acknowledges that TDIndustries, Inc. employees are a valuable asset to TDIndustries, Inc. The customer agrees to pay TDIndustries, Inc. an amount equal to 12 months of salary for each TDIndustries, Inc. employee who worked at the customer's facility that is then hired by the customer at any time during the term of this Agreement and for 60 days thereafter. In addition, the customer agrees to reimburse TDIndustries, Inc. for all costs associated with any training TDIndustries, Inc. provided to such employee during the three years before the date the customer hires such employees.

**Specific Exclusions:**

1. CABINETS, DUCTWORK, AIR BALANCE, INSULATION, WATER PIPING, DRAIN LINES, STEAM LINES, CONDENSER, EVAPORATOR, HEAT EXCHANGERS (GAS FURNACES, BOILERS, CHILLERS, ETC.), MOLD, ELECTRICAL WIRING OR SAFETY DEVICES, AND ITEMS BEYOND THE EQUIPMENT ITSELF. REPAIRS DUE TO FREEZING OR VOLTAGE PROBLEMS, CHANGES REPAIRS OR CORRECTIONS TO EQUIPMENT DUE TO DESIGN, CODE OR INSURANCE REQUIREMENTS.
2. Service and material required due to electrical power failure, burned out fuses, or other work excluded from this agreement.
3. TDIndustries, Inc. will provide under this agreement specifically exclude inspection, discovery, identification, prevention or remediation of Hazardous Substances caused by mold.
4. Loss, damage, or injury caused by failure or delay arising from causes beyond the control of TDIndustries, Inc.
5. Damage due to fire, water, war, vandalism, natural phenomena, and/or acts of God.
6. TDIndustries, Inc. has no obligation or responsibility except as specifically and explicitly proven for herein.
7. Parts and labor for heat exchanger replacement.
8. **Refrigerant is not included in this agreement.**

## **EQUIPMENT COVERED**

### ***TOWN OF ADDISON HVAC EQUIPMENT LIST***

Updated 7/17/15

#### **Town Hall 5300 Belt Line Rd.**

- 1 each Lennox model #13ACD-60-230-02 serial# 5807D37819 condensing unit (installed 7/2007)
- 1 each Lennox model #13ACD-60-230-02 serial# 5807G15811 condensing unit (installed 9/2007)
- 1 each Lennox model #HS26-048-2P condensing unit (installed 9/1999)
- 2 each Lennox model #HS26-060-2P condensing units (installed 9/1999)
- 1 each Thermal Zone model #TZAA-360-2C757 condensing unit (installed 7/2015)
- 2 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)
- 4 each Lennox model #C26-51/65FC-1 evaporative coil units (installed 9/1999)
- 2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)
- 1 each Lennox model #G24M4/5-120A-6 gas furnace (installed 11/1997)
- 2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)
- 1 each Lennox model #80MGF4/5-120A-1 gas furnace (installed 11/1997)

#### **Finance Bldg. 5350 Belt Line Rd.**

- 1 each Lennox model #13ACD-60-230-02 serial# condensing unit (installed 9/2007)
- 1 each Lennox model #HS26-060-2P condensing units (installed 9/1999)
- 1 each Lennox model #HS26-036-2P condensing unit (installed 9/1999)
- 1 each Lennox model #HS26-042-2P condensing unit (installed 9/1999)
- 1 each Lennox model #10ACB36-5P condensing unit (installed 9/1996)
- 1 each Guardian model #GCGD60S21S2B condensing unit (installed 2/2014)
- 3 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)
- 2 each Lennox model #CH23-41-1 evaporative coil units (installed 9/1999)
- 1 each Lennox model #CH23-51-1 evaporative coil units (installed 9/1999)
- 2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)
- 2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)
- 1 each Lennox model #G24M3-75A-11 gas furnaces (installed 9/1999)
- 1 each Lennox model #80MGF3-75A-1 gas furnace (installed 10/1997)



## **Service Center 16801 Westgrove Rd.**

1 each Lennox model# LGC060S2DS1G serial# 5604D11710 (installed 5/22/2004)  
1 each Lennox model# LGC150S2BH2G serial# 5604D11547 (installed 5/22/2004)  
1 each Lennox model# LGC060S2DS1G serial# 5604D11711 (installed 5/22/2004)  
1 each Lennox model# LGC072S2BH1G serial# 5604D11673 (installed 5/22/2004)  
1 each Lennox model# LGC180S2BS1G serial# 5604D10863 (installed 5/22/2004)  
1 each Lennox model# LGC048S2DS1G serial# 5604D11800 (installed 5/22/2004)  
1 each Lennox model# LGA060HS1Y (installed 9/1999)  
1 each Lennox model# LGA042HS1Y (installed 9/1999)  
1 each Lennox model# LGC060S2DS1Y serial# 5604D08135 (installed 5/22/2004)  
\* 1 each Lennox model HS29-261-3P condensing unit (installed 2/1998)  
1 each Lennox model HS27-024-1P condensing unit (installed 9/1999)  
\* 2 each Janitrol model A24-05 air handler (\*1 installed 2/1998 & 1 installed 9/1999)  
\* 1 each Lennox model CB29M-5-1 air handler (installed 2/2003)  
\* 1 each Lennox model 10ACC-048-230-02 condensing unit (installed 2/2003)  
\*2 each Lennox model# XC14060 condensing unit (installed 8/2008)  
\*2 each Lennox model CBX32M -060 air handler (installed 8/2008)  
2 each Trane model 4TTR3060D1000AB condensing unit (installed 2/2014)  
2 each First Company model 60PHYXO Fan Coil Unit (installed 2/2014)  
1 each Trane model 4TTR3018G1000AA condensing unit (installed 2/2014)  
1 each First Company model 18HX-5 Fan Coil Unit (installed 2/2014)  
4 each Reznor model #UDAP 100 unit heaters (installed 10/2006)  
1 each Reznor model #UDAP 75 unit heater serial# BNC796EN84205X (install 2/2015)  
1 each Reznor model CEEXL60 unit heater  
1 each Dayton model #3E366A unit heater serial# C8713886 (installed 11/98)  
1 each Lennox model #LF24-50A-1 unit heater serial # 6396G77643 (installed 1/9/97)

\* - Server Room Spares

## **Police & Courts Bldg. 4799 Airport Parkway**

3 ea Lennox model #LCA120HN1Y Pkg. units (installed 9/1999)  
1 ea York model #D1EB060A25B Pkg. unit (installed 9/1999)  
2 ea York model #D1EB036A25B Pkg. units (installed 9/1999)  
1 ea Lennox model #LCA060HN1Y Pkg. unit (installed 9/1999)  
1 ea Lennox model #CB30M65-4P serial# 5807E02972 electric heat and fan coil unit (installed 6/2007)  
1 ea Payne PA13NR060-J condensing unit (installed 11/2014)  
1 ea Lennox model #10ACB48-10P condensing unit  
1 ea Janitrol 4 Ton air handler  
1 ea Carrier model #50TJ-014-511 serial #2396G30575 (installed 7/5/96)  
1 ea Mitsubishi model PLA-A36BA indoor / PUY-A36NHA outdoor (installed 9/2007)  
1 ea Daikin model FTXS12DVJU indoor / RXS12DVJU outdoor (installed 8/2007)

**Police Sub-Station 4943 Addison Circle Dr.**

1 ea Carrier model #38CK030320 serial #2997E09413 condensing unit (1997)  
1 ea Carrier model #FA4ANF030 serial #4797A14451 air handler unit (1997)

**Fire Station #1 4798 Airport Parkway**

2 each Lennox model #LGA060HS1Y Pkg. units (installed 9/1999)  
1 each Lennox model #GCS16-653-125-54 Pkg. unit (installed 11/95)  
1 each Lennox model #HS24-411-1P condensing unit (installed 10/1995)  
1 each Janitrol model #A36-15 fan coil unit w/electric heat (installed 4/1996)  
1 each Lennox model #LGA042HS1Y Pkg. unit (installed 9/1999)  
2 each Lennox model # HS290723Y condensing units (installed 8/2008)  
2 each Lennox model# CB29M654P air handler unit (installed 8/2008)  
1 each Lennox model #G40 Heater (installed 2/2005)  
2 each Lennox model# unit heaters

**Fire Station #2 3950 Beltway Dr.**

2 each Lennox model #GCS-653-125-54 Pkg. A/C units (installed 11/8/1995)  
1 each York model #DINA042N05625C Pkg. A/C unit (installed 9/1999)  
2 each Hastings model #F200 unit heaters

## **Athletic Club 3900 Beltway Dr.**

Chiller- Trane model #RTHB130 (start-up 4/1997)

Boiler #1- Rite model #200WG serial# 8620416

Boiler #2- RBI Model LW600 serial# 061674282

Day Care- York model #CM-3610

Janitrol Furnace EF36-10 Serial 870400085.

Water Tower- Ceramic model# XL75P3 (installed 7/1997)

Air Handlers- 11 each – 2 were changed with Carrier M39 units 1/2003

VAV boxes: 4 each Trane model#PAR17112773SPDDD03 (installed 7/1997)

6 each Trane model#PAR06072773SPDDD03 (installed 7/1997)

3 each Trane model#PAR11112773SPDDD03 (installed 7/1997)

Tower Pump in HVAC equipment room -

Model: 5KS254AL205A, General Electric 15 hp, 3 ph, 230/460 volts, 60Hz, 1770 rpm, 254T

Frame Type K.S., 1.15 Service Factor.

Boiler Pump in HVAC equipment room -

Part # 6-357719-01, Century Electric MagnaTek 5.0 hp, 3 ph, 23-/460 volts, 60 Hz, 1745 rpm,

D184T Frame Type S.C., 1.15 Service Factor.

Chiller Pump in HVAC equipment room -

Part # 6-349106-01, Gould E Plus 15 hp, 3 ph, 230/460 volts, 60Hz, 1755 rpm, G2541 Frame

Type SCE, 1.15 Service Factor.

Two Water Treatment Injector Pumps in HVAC equipment room -

1 each Model A141-151, Liquid Metronics, 115 volts, 1 amp.

1 each Model LE13SA-PTC1-NA002, Pulsafeeder, 115 volt, .6 amp.

## **Athletic Center Expansion Added 7/2003**

Package Units

5 each Carrier model# 50BYN008-6 7.5 tons

Electric Duct Heaters

5 each TUTCO open coil slip-in

VAV Boxes

2 each Enviro-tec model SDR-EH

1 each Enviro-tec model SDR

## Conference and Theatre Centre 15650 Addison Rd.

Note: ACC = Addison Conference Centre  
ATC = Addison Theatre Centre

### Package Units

	Location	Make	Model#	Serial#	Tonnage
RTU 1	ACC	York	ZR300W24S4RZZ10001	N1D3659808	25
RTU 2	ACC	York	ZR300N24S4RZZ10001	N1D3659807	25
RTU 3	ACC	York	ZR102N10P4RZZ50001	N1D3662466	8.5
RTU 4	ACC	York	ZR102N10P4RZZ50001	N1D3662467	8.5
RTU 5	ACC	York	ZF072N08N4AAA1A	N1H1295489	6 Install 9/11
RTU 6	ACC	York	ZR120N15P4RZZ50003	N1D3662449	10
RTU 7	ATC				
		York	Z33AN34A61AAAK0001	N1E3682271	30
RTU 8	ATC	York	Z34AN34A6AAAK0001	N1E3682270	40
RTU 9	ATC	York	ZR240N24K4RZZ10001	N1C3582001	20
RTU 12	ATC	York	ZR090N15P4RZZ50001	N1D3662465	7.5
RTU 14	ATC	York	ZR090N15P4RZZ50001	N1D3662464	7.5
RTU 16	ATC	York	ZR049N07P4RZZ50001A	N1D3662458	4
RTU 17	ATC	York	ZR078N10P4RZZ60001A	N1D3662452	6.5
RTU 18	ATC	York	ZR120N15P4RZZ5003A	N1D3662450	10
RTU 19	ATC	York	ZR037N05P4RZZ50001A	N103662457	3
RTU 20	ATC	York	ZR049N07P4RZZ50001A	N1D3662459	4
RTU 21	ATC	York	ZR078N10P4RZZ60001A	N1D3662453	6.5
RTU 22	ATC	York	D2NX036D09046NX	W1D3648315	3

### Split Systems

Loc.	Make	Tonnage	Condensing Unit Model/Serial	Air Handler Model/ Serial
ACC	York	7.5	YC090C00A4AAA2/ N1A3386221	NC090600B6AAA2/ N1B3488136
ACC	York	7.5	YC090C00A4AAA2/ N1C3536691	NC090C00B6AAA2/ N1A3386204
ACC	York	7.5	YC090C00A4AAA2/ N1C3536692	NC090C00B6AAA2/ N1A3447759
ACC	York			
			AHE18B3XH21/ W1A3422740	1.5 YCJD1854151/ W1C3552376



ATC	York	7.5	YC090C00A4AAA2/ N1A3386222	NC090C00B6AAA2/ N1A3424021
ATC	York	7.5	YC090C00A4AAA2/ N1F2923632	NC090C00B6AAA2/ N1A3411165
ATC	York	5	YCJD6054454/ W1D3390839	MX20DN21/ W1C3579983
ATC	York	5	YCJD6054454/ W1B3390832	MX20DN21/ W1C3579968
ATC	York	5	YCJD6054453/ W1A3382020	MX20DN21/ W1C3579974

#### **Stone Cottage 4901 Addison Circle Dr. – Installed 10/19/98**

Make	Tonnage	Condensing Unit Model\Serial	Air Handler Model\Serial
Carrier	5	38YCC060300\ 1098E02556	FB4ANF060\0498A33158
Carrier	5	38YCC060300\ 1098E02550	FB4ANF060\0198A06668

#### **Celestial Pump Station 5510 Celestial**

1 each Lennox model #10ACB24-9P condensing unit  
1 each Goodman model #ARUF182416 air handler (installed 6/2008)  
1 each York model #YCE36B21H condensing unit  
1 each York model #AE36BX21 air handler

#### **Special Events Pavilion 4970 Addison Circle Dr. – Installed 10/2003**

Make	Tonnage	Condensing Unit Heating	AirHandler
		Model	Model
Trane	5	TWA0060C3000A	TWE060P13 25kW electric
Trane	4	TWA0048C3000A	TWE048P13 15kW electric
Trane	2.5	TWA0030C3000A	TWE030P13 10kW
electric			
Trane	2.5	TWA0030A3000AB (installed 7/2008)	TWE030P13 10kW electric

#### **Vitruvian Restrooms 3956 Vitruvian Way**

1 ea Samsung model MH080FXCA4A serial F328PAFC500006B condensing unit 3 Ton  
2 ea Samsung model MH026FNCA serial F324PAKC600030K air handler unit  
serial F324PAKC600171D air handler unit  
serial F324PAKC600070N air handler unit

# **PACKAGED UNITARY EQUIPMENT MAINTENANCE**

## **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year**

#### **Annual Maintenance Tasks**

##### **Refrigerant System**

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

##### **Lubrication System**

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

##### **Electrical Systems**

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

##### **Operating Checks**

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

##### **Written Report**

- Provide to customer representative following each regular inspection or emergency call

#### **Operating Maintenance Tasks**

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Inspect filters

#### **Heating Equipment Tasks**

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

#### **Included Services**

- ☒ Wash condenser coils **2 times** per year
- ☒ Provide material and labor to replace filters **4** times per year (Pleated merv 10 filters)
- ☒ Change belt where require once per year.
- ☒ Blow out and or rinse out condensate lines quarterly

# **SPLIT SYSTEM EQUIPMENT MAINTENANCE**

## **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year**

#### **Annual Maintenance Tasks**

##### **Refrigerant System**

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

##### **Lubrication System**

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

##### **Electrical Systems**

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

##### **Operating Checks**

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

##### **Written Report**

- Provide to customer representative following each regular inspection or emergency call

#### **Operating Maintenance Tasks**

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Inspect filters

#### **Heating Equipment Tasks**

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

#### **Included Services**

- ☒ Wash condenser coils **2 times** per year.
- ☒ Provide material and labor to replace filters **4** times per year. (Pleated merv 10 filters)
- ☒ Change belts once per year were necessary.
- ☒ Blow out and or rinse out condensate lines quarterly

# **ROTARY CHILLER MAINTENANCE**

## **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year**

## **Annual Maintenance Tasks**

### **Refrigerant System**

- Visually check refrigerant circuits for leaks
- Inspect refrigerant filter
- Log and review operating conditions
- Leak check relief valves and refrigerant vent piping
- Inspect refrigerant sight glasses for cracks and leaks
- Check system superheat and sub-cooling

### **Electrical Systems**

- Inspect condition of contacts for wear, pitting, etc.
- Inspect/tighten all electrical connections
- Inspect electrical components for indications of heat
- Check operating and safety controls
- Inspect/tighten motor leads

### **Operating Checks**

- Check start operation and record voltage and current
- Inspect operating and safety controls
- Inspect operation of condenser fans (if applicable)
- Check condenser fans for proper blade to shroud clearance (if applicable)
- Inspect operation of lubrication system.
- Inspect all piping for leaks or damage
- Check set point values in microprocessor
- Inspect condenser coils for buildup or damage

### **Written Report**

- Provide to customer following each regular inspection or emergency call
- Review all operating parameters with customer

### **Operating Maintenance Tasks**

- Inspect refrigerant filter temperature drop at full load conditions
- Check and record oil filter pressure drop
- Inspect operation of loading slide valve
- Inspect operating and safety controls
- Inspect and calibrate temperature controller
- Inspect operation of lubrication system
- Inspect operation of motor starter
- Inspect evaporator and condenser pressures
- Inspect unit for proper refrigerant charge
- Inspect for proper oil level
- Check operation of condenser fans (if applicable)
- Review operating conditions with customer
- Inspect operation of lubrication system
- Check oil level
- Inspect oil heater control operation

### **Included Services**

- ☒ Brush condenser tubes during annual inspection.
- ☒ Oil sample and analysis for wear metals, acid content and moisture to be taken 1 time per year.
- ☒ Meg compressor motors.
- ☒ Replace oil filters during annual inspection
- ☒ **Water treatment testing on chilled, condenser and boiler water loop.**



# **CHILL WATER AIR HANDLING UNIT MAINTENANCE**

## **SCHEDULE:**

**This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.**

### **4 Inspections per year.**

#### **Annual Maintenance Tasks**

- Inspect coils and make recommendations as needed.
- Inspect drain pan and drain line.
- Inspect blower wheel and retaining bolts.
- Inspect pulleys and sheaves.
- Inspect/adjust belt alignment and condition.
- Lubricate shaft and motor bearings as required.
- Inspect all bearing and motor retaining bolts.
- Record motor operating conditions.
- Inspect/tighten all control and power wiring.
- Remove fan belts and spin blower wheel and let coast to a stand still for static unbalance test.
- Inspect all duct connections and door seals.
- Inspect flex connections for wear and leaks.
- Inspect unit for unusual noise or vibration.
- Inspect zone isolation dampers and linkages for proper movement. Adjust linkages as needed.
- Inspect damper operators for proper operation
- Inspect spring isolators and adjust as needed.
- Inspect lubricate lines and connections.

#### **Operating Maintenance Tasks**

- Inspect coils for air flow obstructions.
- Lubricate shaft and motor bearings as required.
- Inspect all bearing and motor retaining bolts.
- Record motor operating voltage and amperage.
- Inspect/tighten electrical connections.
- Inspect unit for unusual noise or vibration.
- Inspect/adjust belt alignment or tension.
- Inspect filters and report condition to the customer.

#### **Included Services**

- ☒ Provide labor and material to replace filters and media, or clean permanent filter 6 time(s) per year. Athletic Club only. (Pleated merv 10 filters)
- ☒ Change belts on annual inspection.
- ☒ Blow out and or rinse out condensate lines quarterly

## **PUMP MAINTENANCE**

### **SCHEDULE:**

**This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.**

### **4 Inspections per year**

#### **Operating Maintenance Tasks**

- Lubricate pump bearings per manufacturer's recommendations
- Lubricate motor bearings per manufacturer's recommendations
- Check suction and discharge pressures, if possible
- Visually inspect packing or mechanical seals
- Check motor voltage and amperage
- Check motor operating conditions
- Inspect electrical connections and conductors
- Check operation of isolation valves
- Check pump starter

#### **Included Services**

- ☒ Pull condenser water strainer during annual inspection.

## **WATER TREATMENT MAINTENANCE- Athletic Center**

### **SCHEDULE:**

**This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.**

### **12 Inspections per year**

#### **Operating Maintenance Tasks**

- Conduct a survey of equipment prior to startup and recommend the correct chemicals.
- Provide product safety information on all chemical products used in the system.
- Provide all products required for water treatment for the duration of this agreement.
- Make all necessary adjustments to chemical feed equipment in accordance with ongoing laboratory recommendations.
- Provide on-site water testing and supply a field test report for the system.
- Maintain or replace customer owned chemical feed equipment at an additional expense to customer.
- If TDIndustries determines that repairs to the system are required to minimize loss of water treatment and water, customer will cause repairs to be made at their expense.
- These prices are established on a good clean leak free system. The customer will be financially responsible for replacing chemical due to water loss causing chemical loss that exceeds 25% of the initial chemical charge.
- Should government restrictions be placed upon use of chemical treatment, alternate products will be substituted at customer's expense.

# **BOILER MAINTENANCE**

## **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year.**

#### **Annual Maintenance Tasks**

- Inspect safety and operating controls
- Inspect the low water cutout safety
- Inspect condensate drain
- Inspect main burner assembly
- Inspect condition of spark electrode and flame rod
- Lubricate blower motor as required
- Verify operation of makeup water system
- Inspect condition of flues and report
- Inspect refractory and firebrick for defects and report
- Clean expansion tank sight glass
- Inspect all electrical connections for tightness
- Verify boiler room supply vents are free from obstructions
- Inspect wire insulation for signs of overheating, burns, etc.
- Verify accuracy of pressure gauges

#### **Operating Maintenance Tasks**

- Inspect the boiler for gasket leaks
- Inspect the low water cutoff and feed control (s)
- Inspect the pressure relief valves
- Inspect all operating controls for proper operation
- Inspect and clean blower, if required

#### **Included Services**

- ☒ Remove header and inspect tube condition once per year (if required)
- ☒ Brush clean boiler tubes once per year (if required)
- ☒ Perform combustion analysis once per year



# **FAN POWERED BOX AND VAV MAINTENANCE**

## **SCHEDULE:**

**This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.**

### **2 Inspections per year**

#### **Annual Maintenance Tasks**

- Inspect box for detectable maintenance items
- Inspect blower wheel and retaining bolts
- Inspect pulleys and sheaves
- Inspect/adjust belt alignment and condition
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating conditions
- Inspect/tighten all control and power wiring
- Inspect all duct connections and door seals
- Inspect flex connections for wear and leaks
- Inspect box for unusual noise or vibration
- Inspect dampers and linkages for proper movement, adjust linkages as needed.
- Inspect damper operators for proper operation
- Inspect spring isolators and adjust as needed
- Inspect pneumatic system for leaks and cracks

#### **Operating Maintenance Tasks**

- Inspect coils for air flow obstructions
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating voltage and amperage
- Inspect/tighten electrical connections
- Inspect box for unusual noise or vibration
- Inspect/adjust belt alignment or tension
- Inspect filters and report condition to the customer

# **SPLIT SYSTEM EQUIPMENT MAINTENANCE**

## **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

### **4 Inspections per year**

#### **Annual Maintenance Tasks**

##### **Refrigerant System**

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

##### **Lubrication System**

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

##### **Electrical Systems**

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

##### **Operating Checks**

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

##### **Written Report**

- Provide to customer representative following each regular inspection or emergency call

#### **Operating Maintenance Tasks**

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Inspect filters

#### **Heating Equipment Tasks**

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

#### **Included Services**

- ☒ Wash condenser coils 2 times per year
- ☒ Provide material and labor to replace filters 4 times per year. (Pleated merv 10 filters)
- ☒ Blow out and or rinse out condensate lines quarterly

## **COOLING TOWER MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

#### **4 Inspections per year.**

##### **Annual Maintenance Tasks**

- Clean float valve assembly and adjust for proper operation
- Check and clean bleed off line and overflow
- Check sump heaters and thermostats for calibration and operation
- Check and adjust fan belts (if applicable)
- Check condition of drive pulleys (if applicable)
- Check oil level in gearbox (if applicable)
- Check driveshaft couplings (if applicable)
- Lubricate fan and motor bearings per manufacturer's recommendation
- Check amperage on motors
- Inspect electrical connections, contactors, relays
- Check and calibrate operating and safety controls
- Check and adjust condenser water temperature regulator system
- Check and adjust bypass valve

##### **Operating Maintenance Tasks**

- Inspect fan, motor and belts
- Check sump strainer, bleed, and overflow
- Check operating conditions, adjust as required

##### **Included Services**

- ☒ Clean tower strainers once per year
- ☒ Clean water sump basin and check condition once per year
- ☒ Change gearbox oil once per year.

## **UNIT HEATER/DUCT HEATER MAINTENANCE**

### **SCHEDULE:**

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries, Inc. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

**2 Inspections per year.**

#### **Annual Maintenance Tasks**

- Lubricate motor bearings (if applicable)
- Check bearing and motor mounting
- Check motor operating voltage and amperage
- Check heat exchanger/elements for proper operation.
- Rotate the fan and check for obstructions in the fan housing
- Check heat sequencers on electric units
- Check gas pressure on gas fired units
- Check heat exchanger for cracks on gas fired units.

#### **Operating Maintenance Tasks**

- Check unit for unusual noise or vibration
- Check heat sequencing or gas combustion.
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation.



## Work Session and Regular Meeting

10.

**Meeting Date:** 04/09/2019

**Department:** General Services

**Pillars:** Excellence in Asset Management

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### AGENDA CAPTION:

Consider Action to Approve the **Purchase of (2) Ford F-150, ½ Ton Trucks and (1) Ford F-350, 1 Ton Truck from Sam Pack's Five Star Ford, Under the Town's Inter-Local Agreement with the Texas Local Government Purchasing Cooperative Known as Texas SmartBuy and Authorize the City Manager to Make the Purchase** in an Amount Not to Exceed \$98,344.

### BACKGROUND:

The request was initiated by the Utility Department to purchase new vehicles for use by the new Capital Improvement / Development Project Manager, Infrastructure Inspector and Stormwater Operators.

Staff reviewed cooperative purchasing agency pricing and determined that Sam Pack's Five Star Ford provided the lowest responsible price, most advantageous for the city. The vehicles will be purchased through the Town's Inter-Local Agreement with Texas local government purchasing cooperative, Texas SmartBuy.

Utility Department		
Equipment	Vendor	Cost
(2) Ford F-150	Sam Pack's Five Star Ford	\$27,735
<b>Utility Fund Total Cost F/Y 2018-19</b>		<b>\$55,470</b>

Stormwater Department		
Equipment	Vendor	Cost
(1) Ford F-350	Sam Pack's Five Star Ford	\$42,874
<b>Storm water Fund Total Cost F/Y 2018-19</b>		<b>\$42,874</b>

These vehicles were budgeted through decision packages in the current Fiscal Year budget. The Utility Fund budgeted \$80,000 for this purchase, and the Stormwater fund budgeted \$40,000. The total cost for the vehicles is \$98,344 and funding is available in the Utility and Stormwater Funds.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Request for Vehicle Utility and Stormwater 2019

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## Memorandum


**To:** Jason Shroyer, Assistant Director infrastructure and Engineering Services  
**From:** Ashlee Powell, Management Assistant General Services  
**cc:** Rob Bourestom, Director General Services  
**Date:** February 27, 2019  
**Re:** Utility and Storm Water Vehicle Approval

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The Town of Addison General Services Department received vehicle proposals from Sam Pack's Five Star Ford regarding the purchase of (2) Ford F-150's and (1) Ford F-350 truck as requested for the Utility Department.

Please verify the attached quotes are satisfactory and ready to be presented to council. If any additional items are requested, please include information below.

I Jason Shroyer, verify that these quotes are acceptable, and the General Services Department may proceed with the procurement of equipment.

 Assistant Director  
Name/Title

3/15/19  
Date

Account	610-711-58510 (Utility)
	140-114-58510 (Storm Water)
Additional Requests	

N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$27,735.00
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N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	
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## Work Session and Regular Meeting

11.

**Meeting Date:** 04/09/2019

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management  
Optimize the Addison Brand

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### **AGENDA CAPTION:**

Present, Discuss, and Consider Action to Approve a **Resolution for the Award of a Construction Contract with Energy Resources, Inc., for the Dredging and De-silting of Farmers Branch Creek Located in the Vicinity of the Ponds at the Vitruvian Park Development and Authorize the City Manager to Execute the Contract** in an Amount Not to Exceed \$1,216,600.

### **BACKGROUND:**

Farmers Branch Creek enters the Town of Addison approximately 40 feet east of Bella Bridge in the Vitruvian Park area. In urban environments, waterways such as Farmers Branch Creek are susceptible to silt and sediment build up. Construction on the Vitruvian Park reservoir area was completed in 2011, and since that time a considerable amount of silt and sediment has built up in the creek. This sediment must now be removed to restore the storage capacity of the reservoirs. De-silting the reservoirs will also improve the overall health and ecosystem of the pond and enhance the aesthetics.

Nathan D. Maier Consulting Engineers, Inc., was selected to perform design and permitting services associated with the dredging project in Summer 2018. On-stream waterways, such as Farmers Branch Creek, are regulated by the US Army Corps of Engineers (USACE) and require special permitting by that agency prior to any de-silting activities. The plans, specifications and proposed means and methods of construction were submitted to the USACE and we have received approval and a permit to perform dredging activities.

The project scope includes silt removal of approximately 5000 cubic yards, the haul off of material dredged from the reservoirs, and the restoration of the affected areas. The silt will be pumped into large, geotextile dewatering tubes, and a polymer material will be added to the tube to accelerate the water removal. Once the silt material has reached the specified water content, the bags will be opened and the silt will be hauled to a certified landfill. The contractor is responsible for all handling associated with this material and must supply the Town with verified trip tickets for each visit to the landfill.

Design was completed in early February 2018 and the project was posted on

BidSync. The Town received three bids. A bid tabulation is provided below:

Contractor	Amount
Energy Resources, Inc.	\$1,216,600
Dredgit Environmental Group	\$1,369,000
Texas Dewatering, LLC	\$2,215,100

Energy Resources, Inc., has been determined to be the lowest, responsible bidder. Nathan D. Maier Consulting Engineers has checked Energy Resources references and finds them capable of completing this work. This project is budgeted for in the Stormwater Capital Projects fund in the amount of \$3,100,000. The project is expected to take 4 months to complete upon approval of all required submittals and issuance of the notice to proceed. The submittal process is expected to take approximately 3 weeks.

The de-silting project scope is incorporated into the proposed amendment to the Town's Water Rights Permit for the Vitruvian Reservoirs. Staff is currently working on a contract with Nathan D. Maier Consulting Engineers (NDM) for construction management services during this project. NDM is very familiar with the Town's water rights permit and has worked with the Town to sort through the permit issues with the Texas Commission on Environmental Quality.

#### **RECOMMENDATION:**

Administration recommends approval.

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#### **Attachments**

Resolution - Energy Resources Inc- Vitruvian Dredging

Recommendation of Award Letter

Project Specifications

US Army Corps of Engineers Permit

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON AND ENERGY RESOURCES INC., FOR CONSTRUCTION OPERATIONS AND SERVICES ASSOCIATED WITH THE SEDIMENT REMOVAL IN FARMERS BRANCH CREEK LOCATED IN VITRUVIAN PARK IN AN AMOUNT NOT TO EXCEED \$1,216,600.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Contract Agreement between the Town of Addison and Energy Resources Inc., for construction operations services associated with the sediment removal in Farmers Branch Creek located in Vitruvian Park in an amount not to exceed \$1,216,600.00, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of April 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# **EXHIBIT A**

## **SECTION CA**

### **CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of March, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Energy Resources, Inc., of the City of Chesterfield, County of St. Louis, State of MO, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

### **SEDIMENT REMOVAL FOR VITRUVIAN PARK**

#### **INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within one hundred and twenty (90) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR One million, two hundred sixteen thousand, six hundred Dollars (\$ 1,216,600.00 ) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

**TOWN OF ADDISON, TEXAS (OWNER)**

**ATTEST:**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

**ENERGY RESOURCES, INC.**

**ATTEST:**

By: *[Signature]*

By: *[Signature]*

The following to be executed if the CONTRACTOR is a corporation:

I, *[Signature]* Paul Reinhardt certify that I am the secretary of the corporation named as CONTRACTOR herein; that *[Signature]* Nadine Reinhardt, who signed this Contract on behalf of the CONTRACTOR is the *[Signature]* President (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: *[Signature]*

Corporate Seal





March 6, 2019

Mr. Jason Shroyer, P.E.  
Assistant Director – Infrastructure and Engineering Services  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

RE: Sediment Removal for Vitruvian Park  
Solicitation # 19-77

Subj: Review of Proposals

Dear Mr. Shroyer,

Three (3) contractors submitted proposals for the Vitruvian Park sediment removal project. The values of the submitted proposals are as follows:

- |                                |                |
|--------------------------------|----------------|
| 1. Energy Resources, Inc.      | \$1,216,600.00 |
| 2. Dredgit Environmental Corp. | \$1,369,000.00 |
| 3. Texas Dewatering, LLC       | \$2,215,100.00 |

Nathan D. Maier Consulting Engineers (NDMCE) reviewed the bid packages and compared them to the proposal requirements. NDMCE did not find any issues that would disqualify any of the bidders. A review of Energy Resources bidder qualification statement and list of past projects show that the contractor has performed multiple similar projects of size and scope. Past performance from a reference check indicated successful completion of multiple projects for a Government entity.

Based on the comparison of the bid amounts and compliance of their proposal, NDMCE does not see any issues with moving forward with Energy Resources for this project.

Please let me know if you have any further questions related to this.

Sincerely,  
Nathan D Maier Consulting Engineers, Inc.

Stephen M. Meade  
Construction Manager

**TOWN OF ADDISON**  
**SEDIMENT REMOVAL FOR VITRUVIAN PARK**  
**Bids Tabulation**

Solicitation Number: 19-77  
 Bid Date: February 28, 2019

Bid Item No.	Qty	Description	Unit	Energy Resources, Inc.		Dredgit Environmental Corp.		Texas Dewatering, LLC	
				Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$
BASE BID									
1	1.00	Site Work, Mobilization/Demobilization, Permits, Bonds and Insurance	LS	\$180,000.00	\$180,000.00	\$205,250.00	\$205,250.00	\$325,000.00	\$325,000.00
2	1.00	Removal, Dewatering, and Disposal Plan for Approval	LS	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$100.00	\$100.00
3	5,100.00	Sediment Removal via Hydraulic Dredging to Dewatering System	DT	\$105.00	\$535,500.00	\$80.00	\$408,000.00	\$180.00	\$918,000.00
4	5,100.00	Disposal of Sediment to an Approved Disposal Site	DT	\$71.00	\$362,100.00	\$95.00	\$484,500.00	\$170.00	\$867,000.00
5	650.00	Sediment Removal and Disposal via Mechanical Means	TN	\$100.00	\$65,000.00	\$225.00	\$146,250.00	\$100.00	\$65,000.00
6	1.00	Storm Water Pollution Prevention Plan and Implementation	LS	\$19,000.00	\$19,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
7	1.00	Site Restoration	LS	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$30,000.00	\$30,000.00
		Sub Total Base Bid			\$1,216,600.00		\$1,369,000.00		\$2,215,100.00
TOTAL					\$1,216,600.00		\$1,369,000.00		\$2,215,100.00

Proposal Review	Energy Resources, Inc.	Dredgit Environmental Corp.	Texas Dewatering, LLC
Addendums Acknowledged	Yes (3)	Yes (3)	Yes (3)
Bids Tabout	Yes	Yes	Yes
Written Amount Match Numerical	Yes	Yes	Yes
Bid Bond Included	Yes	Yes	Yes
Safety/Env Issues Identified	None	None	None
Years in Business Performing Similar Work	30	8	1
Bidder Qual Statement Incl. (Number of Proj Listed)	Yes (10)	Yes (25)	Yes (7)
Reference(s) Checked (Issues Noted)	Yes (None)	N/A	N/A
Signed Indemnification Sheet	Not Included	Not Included	Not Included



**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR THE CONSTRUCTION OF**

**SEDIMENT REMOVAL  
FOR  
VITRUVIAN PARK**

**TOWN OF ADDISON, TEXAS  
INFRASTRUCTURE AND DEVELOPMENT SERVICES  
BID NUMBER 19-77**

**FEBRUARY 2019**

**PREPARED BY**

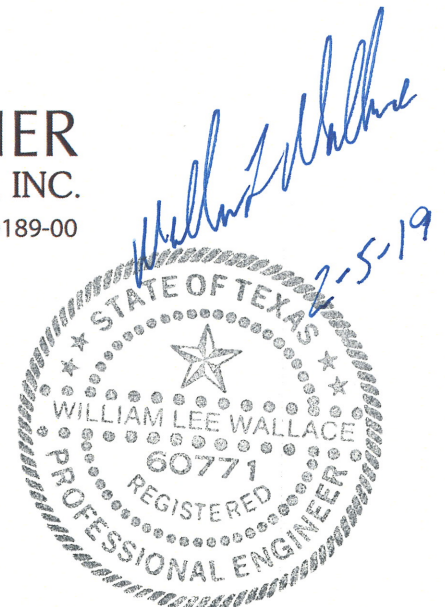


**NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.**

Texas Reg. No. F-356 | TBPLS Reg. No. 100189-00

**12377 Merit Drive, Suite 700**

**Dallas, Texas 75251  
(214) 739-4741**





**TOWN OF ADDISON, TEXAS**

**MAYOR**

**Joe Chow**

**MAYOR PRO TEMPORE**

**Paul Walden**

**DEPUTY MAYOR PRO TEMPORE**

**Tom Braun**

**COUNCIL MEMBERS**

**Ivan Hughes**

**Guillermo Quintanilla**

**Lori Ward**

**Marlin Willesen**

**CITY MANAGER**

**Wesley S. Pierson**

**DIRECTOR OF INFRASTRUCTURE AND DEVELOPMENT SERVICES**

**Lisa A. Pyles**

**ASSISTANT DIRECTOR OF INFRASTRUCTURE SERVICES AND ENGINEERING**

**Jason Shroyer, P.E.**

**STREETS AND STORMWATER MANAGER**

**Todd Weinheimer**



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	<b>Appendices</b>

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**SECTION AB**

**ADVERTISEMENT FOR BIDS**

## **ADVERTISEMENT FOR BIDS**

1. The Town of Addison is requesting bids for the Bid of the Sediment Removal for Vitruvian Park. **Bids will be accepted until 2:00 p.m., Tuesday, February 26, 2019** at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time responders names and bids will be publicly read aloud. Late bids will not be considered. The plans, specifications, quantities, pre-bid time and date, and other information are available on [www.bidsync.com](http://www.bidsync.com). The plans, specifications, and quantities for the work to be done are also on file with Lisa A. Pyles, Director of Infrastructure and Development Services, Town of Addison, 16801 Westgrove Drive, Addison, Texas 75001, and such plans, specifications, and quantities may be examined without charge. The Town of Addison reserves the right to waive any formalities, to reject any and all bids, and to select the proposal deemed most advantageous to the Town of Addison.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words **INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77, SEDIMENT REMOVAL FOR VITRUVIAN PARK**

PAPER BIDS SHALL BE REQUIRED.

3. Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be downloaded from [www.bidsync.com](http://www.bidsync.com). The Town of Addison is a "free buyer", meaning that prospective bidders need only a free registration to sign up for plan updates. Bidders assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only Bidsync.com will be directly updated by Addison.
5. The right is reserved by the Mayor and the City Council as the interests of the City may require to reject any or all bids and to waive any formality in bids received and to select the proposal deemed most advantageous to the City.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. The Bidder (Proposer) must supply all the information required by the Bidder Qualification Statement.
9. **An optional pre-bid meeting will be held on Tuesday, February 14, 2019 at 2:00pm in the Town of Addison Service Center 1<sup>st</sup> Floor Large Conference Room located at 16801 Westgrove Drive, Addison, TX 75001.**
10. For information on bidding or work to be performed, please submit all questions on Bidsync. **All questions must be received by 5:00pm on Monday, February 18, 2019. All questions received by this deadline will be answered by 5:00pm on Thursday, February 21, 2019.**



11. The project consists of the removal of sediment and debris within Farmers Branch Creek at Vitruvian Park from approximately Bella Lane to the weir structure 600 ft South of Ponte Avenue. Removal shall be completed via hydraulic dredging with mechanical means as necessary with disposal of dewatered sediment at an approved municipal landfill.

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**SECTION IB**

**INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

- A. PROJECT: SEDIMENT REMOVAL FOR VITRUVIAN PARK,** in the Town of Addison. The bids will be evaluated as stated in Section "O" of these Instructions to Bidders.
- B. PROJECT DESCRIPTION:** The project consists of the removal of sediment and debris within Farmers Branch Creek at Vitruvian Park from approximately Bella Lane to the weir structure 600 ft South of Ponte Avenue. Removal shall be completed via hydraulic dredging with mechanical means as necessary with disposal of dewatered sediment at an approved municipal landfill.
- C. PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS:** Bidding Documents include the Project Manual (consisting of the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Reference Form, Contract Agreement, Information and Instruction Form, Performance Bond, Payment Bond, Maintenance Bond, Contractor's Affidavit of Bills Paid, General Provisions, Special Provisions, Project Sign, and Technical Specifications), a Waiver of Lien, Drawings, and Addenda which may be issued by the Town of Addison during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain firsthand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions; and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit questions to the Town of Addison, no later than 5:00pm on Monday, February 18, 2019. All questions received by this deadline will be answered by 5:00pm on Thursday, February 21, 2019. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for

substitutions must be received by the Town of Addison seven (7) calendar days prior to the established bid date.

- H. ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be released through [www.bidsync.com](http://www.bidsync.com). It will be the responsibility of each person who has been issued a set of bid documents to secure all Addenda from [www.bidsync.com](http://www.bidsync.com). Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be released through [www.bidsync.com](http://www.bidsync.com) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.
- I. COMPLETION TIME:** The selected contractor shall use the time period between the awarding of the contract at City Council and the date of Notice to Proceed to submit materials and shop drawings for approval by Nathan D. Maier Consulting Engineers (NDMCE) and the Town of Addison. NDMCE shall review and return these submittals in the most expedient manner possible to accommodate immediate material ordering.
- a. Upon receiving Notice to Proceed, the selected contractor shall have **90 calendar days** to construct the project and achieve substantial completion. Substantial completion for this project includes the following items:
    - i. Preliminary Punchlist walk-through with the Town performed;
  - b. After substantial completion is reached, the contractor shall have an **additional 20 calendar days** to achieve 100% final completion. Final completion for this project shall include:
    - i. Punchlist items completed and approved by the Town;
    - ii. Site clean-up;
    - iii. Submittal of Record Drawings; and
    - iv. Execution of Maintenance Bond.
- J. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the price written in the bid and that given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.



**SUBMITTAL OF BIDS:** Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Town of Addison. Bidders shall submit proposals in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the name and address of the bidder. One original, two copies, and one electronic (USB) version of the proposal shall be submitted. The envelopes shall also be marked with the following project description:

**INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77**

**SEDIMENT REMOVAL FOR VITRUVIAN PARK**

The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the Town.

Electronic bidding on [bidsync.com](http://bidsync.com) will not be considered for this project. The Town of Addison uses bidsync to distribute bids and proposals. There will be NO COST to the contractor for standard bids or proposals. Bid Number 19-77 is considered a standard bid. For Cooperative Bids and Reverse Auctions ONLY, the successful contractor/supplier agrees to pay bidsync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. Cooperative Bids and Reverse Auctions will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

- K. MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.
- L. DISQUALIFICATION:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- M. SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within twenty-four (24) hours, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
  2. A list of names of the Subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Town of Addison. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.

3. Other information as required.

**N. AWARD:** The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities. The Town of Addison Infrastructure Operations & Services Department, in making its recommendation, will consider the following elements:

1. Whether the bidder is a contractor with experience in the type of work involved.
2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
4. Whether the bidder has complied with the terms and conditions.

Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by the *Standard Specifications for Public Works Construction – North Central Texas, 4<sup>th</sup> Edition*, (hereinafter called SSPWC) Item 104.2 "Change or Modification of Contract".

**O. EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.

**P. CONSTRUCTION SCHEDULE:** It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed.

**Q. COST PLUS TIME BIDDING:** N/A

**R. FORM OF CONTRACT:** The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.

**S. BONDS:** A Performance Bond, Payment Bond and a Maintenance Bond will be required by the Owner. The Performance Bond and Payment Bond shall name the Town of Addison, and others as directed by the Town, as joint obligees. Sample forms have been included in the Performance Bond, Payment Bond, and Maintenance Bond sections. (Contractor shall confirm the legal names of obligees prior to execution of Bonds.)

**T. BID SECURITY:** Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract to him.

- U. RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- V. CONSTRUCTION STAKING:** Construction staking and re-staking will not be provided by the Owner. Benchmarks and Horizontal Control are shown on the plans. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner.
- W. FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 109.5.4 of the SSPWC including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
  2. A Consent of Surety Company to Final Payment.
  3. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with the Special Provisions.
  4. A one (1) year Maintenance Bond in accordance with Section MB.
  5. Acknowledgement that the project has been reviewed and accepted by TDLR.
- X. PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached in the Special Provisions.
- Y. PRIORITY OF CONTRACT DOCUMENTS:** In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement; performance and payment bonds; proposal; special provisions (or conditions); technical specifications; general provisions; advertisement for bids; project drawings; *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation 2014; Standard Specifications for Public Works Construction ( NCTCOG, 2004); Town of Addison Standard Drawings. This priority list shall take precedence over Item 105.1.1 of the SSPWC.

**SECTION PF-1**

**PROPOSAL FORM**

## **PROPOSAL FORM**

\_\_\_\_\_, 2019

TO: The Honorable Mayor and Town Council  
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by: \_\_\_\_\_

### ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

The following pages contain all bid items for:

BID SCHEDULE – SEDIMENT REMOVAL FOR VITRUVIAN PARK.  
BID NUMBER 19-77



ITEM NO.	EST. QTY.	UoM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	Site Work, Mobilization/Demobilization, Permits, Bonds and Insurance, For the sum of _____ Dollars And _____ Cents Per Lump Sum	\$ _____	\$ _____
2.	1	LS	Removal, Dewatering, and Disposal Plan for Approval, For the sum of _____ Dollars And _____ Cents Per Lump Sum	\$ _____	\$ _____
3.	5,750	DT	Sediment Removal via Hydraulic Dredging to Dewatering System, For the sum of _____ Dollars And _____ Cents Per Dry Ton	\$ _____	\$ _____
4.	5,750	DT	Disposal of Sediment to an Approved Disposal Site, For the sum of _____ Dollars And _____ Cents Per Dry Ton	\$ _____	\$ _____
5.	15	LD	Sediment Removal and Disposal via Mechanical Means, For the sum of _____ Dollars And _____ Cents Per Load	\$ _____	\$ _____
6.	1	LS	Storm Water Pollution Prevention Plan and Implementation, For the sum of _____ Dollars And _____ Cents Per Lump Sum	\$ _____	\$ _____

---

7.	1	LS	Site Restoration, For the sum of	\$ _____	\$ _____
			_____ Dollars		
			And _____ Cents		
			Per Lump Sum		

---

Total Bid Amount: \$ \_\_\_\_\_

- NOTES:
1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
  2. Prices must be shown in words and figures for each item listed in the Proposal. In the event of discrepancy, the words shall control.
  3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the Town of Addison's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

---

Name of Person Signing Bid

---

Signature of Person Signing Bid

---

Address

---

Telephone No.

---

Fax No.

---

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

**AN INDIVIDUAL**

By \_\_\_\_\_ (Seal)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

---

**A PARTNERSHIP**

By \_\_\_\_\_ (Seal)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

**A CORPORATION**

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

**A JOINT VENTURE**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture 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.)

**SECTION BB**  
**BID BOND**



## **BID BOND**

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.

**SECTION BQS**

**BIDDER QUALIFICATION STATEMENT**

## **SECTION BQS**

**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL**

### **CONTRACTOR'S QUALIFICATIONS**

The Contractor shall show that he has experience with similar projects that require working on water, sanitary sewer, and storm sewer construction and/or relocation projects working in confined areas in close proximity to many physical features (such as: fences, carports, utility poles, guy lines, gas lines and meters, water lines, sewer manholes and cleanouts, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

## BIDDERS QUALIFICATION STATEMENT

### INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77, SEDIMENT REMOVAL FOR VITRUVIAN PARK

Contractor:\_\_\_\_\_

Indicate One: \_\_\_\_\_Sole Proprietor      \_\_\_\_\_Partnership      \_\_\_\_\_Other  
                         \_\_\_\_\_Corporation      \_\_\_\_\_Joint Venture

Name:\_\_\_\_\_Partner:\_\_\_\_\_

Title:\_\_\_\_\_Title:\_\_\_\_\_

Address:\_\_\_\_\_Address:\_\_\_\_\_

City:\_\_\_\_\_City:\_\_\_\_\_

State & Zip:\_\_\_\_\_State & Zip:\_\_\_\_\_

Phone:\_\_\_\_\_Phone:\_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc.\_\_\_\_\_

Location of Principal Office:\_\_\_\_\_

Contact and Phone at Principal Office:\_\_\_\_\_

Liability Insurance Provider and Limits of Coverage:\_\_\_\_\_

Workers Compensation Insurance Provider:\_\_\_\_\_

Surety (Performance and Payment):\_\_\_\_\_

Address:\_\_\_\_\_

Contact and Phone:\_\_\_\_\_

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

---

---

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

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---

---

Backup Superintendent

---

---

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---

Total Number of Employees to be Associated with this Job: \_\_\_\_\_

Managerial \_\_\_\_\_ Administrative \_\_\_\_\_ Professional \_\_\_\_\_

Skilled \_\_\_\_\_ Semi-Skilled \_\_\_\_\_ Other \_\_\_\_\_

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): \_\_\_\_\_



Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

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Access to Tools and Equipment: Percent Owned\_\_\_\_ Percent Rented\_\_\_\_

Number of Years in Business as a Contractor on Above Types of Works:\_\_\_\_\_

Type(s) of Work to be done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor.

Use additional sheets if needed.

Type of Work

Sub-Contractor

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List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment

Make

Model

Age (years)

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---

List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

1. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

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Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_

5. Project:\_\_\_\_\_

Current Status:\_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

---

---

---

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

---

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---

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_

6. Project:\_\_\_\_\_

Current Status:\_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

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---

---

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

---

---

---

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_

7. Project:\_\_\_\_\_

Current Status:\_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

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---

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

---

---

---

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_



8. Project:\_\_\_\_\_

Current Status:\_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_

9. Project:\_\_\_\_\_

Current Status:\_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_

10. Project:\_\_\_\_\_

Current Status:\_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description:\_\_\_\_\_

Owner/Agency:\_\_\_\_\_

Year Built:\_\_\_\_\_ Contract Price:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone:\_\_\_\_\_

Trade references (List Company, Address, Contact Person, and Phone):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it?\_\_\_\_\_
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?\_\_\_\_\_
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?\_\_\_\_\_
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?\_\_\_\_\_

I,\_\_\_\_\_,being duly sworn deposes and says that the  
information

provided herein is true and sufficiently complete so as not to be misleading.

Date this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_.

Name of

Organization:\_\_\_\_\_

—

By:\_\_\_\_\_

Title:\_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**BEFORE ME** the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me to be the person whose name subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and considerations therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

**SECTION CA**

**CONTRACT AGREEMENT**

## **CONTRACT AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

### **SEDIMENT REMOVAL FOR VITRUVIAN PARK**

#### **INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within one hundred and twenty (90) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.



IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

**TOWN OF ADDISON, TEXAS (OWNER)**

**ATTEST:**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

(CONTRACTOR)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

The following to be executed if the CONTRACTOR is a corporation:

I, \_\_\_\_\_ certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal

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**SECTION PrB**  
**PERFORMANCE BOND**

PERFORMANCE BOND

STATE OF TEXAS }  
COUNTY OF DALLAS }

WHEREAS, \_\_\_\_\_ as principal ("Contractor") and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of \_\_\_\_\_ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct \_\_\_\_\_

\_\_\_\_\_ which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the Town harmless; shall reimburse and repay the Town for any outlay or expense which the Town may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

CONTRACTOR:

SURETY: 1

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENTS  
[Contractor]

STATE OF TEXAS }  
COUNTY OF DALLAS }

Before me \_\_\_\_\_ (insert the name of the officer) on this day \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS }  
COUNTY OF DALLAS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_ who is the \_\_\_\_\_ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary

1 Please see attached contact sheet for Surety and the Texas Department of Insurance.

## **Payment and Performance Bond Contact Sheet**

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

---

(Name of surety)

---

(Mailing address)

---

(Physical address)

---

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

**1-800-252-3439.**



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**SECTION PyB**  
**PAYMENT BOND**

PAYMENT BOND

STATE OF TEXAS       }  
COUNTY OF DALLAS   }

WHEREAS, \_\_\_\_\_, as principal ("Contractor") and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of \_\_\_\_\_ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct \_\_\_\_\_

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension of time or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

CONTRACTOR:

SURETY: <sup>1</sup>

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENTS  
[Contractor]

STATE OF TEXAS       }  
COUNTY OF DALLAS   }

Before me \_\_\_\_\_ (insert the name of the officer) on this day \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS       }  
COUNTY OF DALLAS   }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_ who is the \_\_\_\_\_ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary

<sup>1</sup> Please see attached contact sheet for Surety and the Texas Department of Insurance

**Payment and Performance Bond Contact Sheet**

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

\_\_\_\_\_  
(Name of surety)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Physical address)

\_\_\_\_\_  
(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

**1-800-252-3439.**

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**SECTION MB**

**MAINTENANCE BOND**

MB 1

MAINTENANCE BOND – TWO YEAR

STATE OF TEXAS

COUNTY OF DALLAS

WHEREAS, \_\_\_\_\_, as principal ("Contractor") and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns the sum of \_\_\_\_\_ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of **two (2) years** from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of **two (2) years** as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.  
CONTRACTOR: \_\_\_\_\_ SURETY: \_\_\_\_\_

By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Address of Principal: _____	Address of Surety: _____
_____	_____
_____	_____

ACKNOWLEDGMENTS  
[Contractor]

STATE OF TEXAS  
COUNTY OF DALLAS

Before me \_\_\_\_\_ (insert the name of the officer) on this day \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public in and for the State of Texas _____	Typed or Printed Name of Notary _____
My Commission Expires: _____	

[Surety]

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_ who is the \_\_\_\_\_ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public in and for the State of Texas _____	Typed or Printed Name of Notary _____
2-4-13 2 yr	

**SECTION BP**

**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

## **CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared \_\_\_\_\_ who, being  
duly sworn, on oath, says that he is a legal representative of \_\_\_\_\_  
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as

**SEDIMENT REMOVAL FOR VITRUVIAN PARK**

**INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77**

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has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used  
in connection with the construction of this project have, to the best of my knowledge and belief, been fully  
paid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
County, Texas

**Instructions:**

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.



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**SECTION GP**

**GENERAL PROVISIONS**

## **GENERAL PROVISIONS**

The General Provisions of the Contract shall be as stated in the *Standard Specifications for Public Works Construction – North Central Texas, 4<sup>th</sup> Edition (2004)*, under Division 100, "General Provisions," Items 101.1 through 109.6 inclusive, as amended or supplemented and except as modified by the Special Provisions or Instructions to Bidders.

**SECTION SP**  
**SPECIAL PROVISIONS**

**SPECIAL PROVISIONS**

1. **SCOPE OF WORK:** The Work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all Work appurtenant thereto, the proposed improvements for: Sediment Removal for Vitruvian Park ("Project").
2. **GENERAL:** This Work shall conform to the requirements of the Specifications and the details as shown on the Plans. These Contract Documents are intended to be complementary. The Contractor shall do all work as provided in the plans, specifications, special provisions, bid and contract, and shall do such additional Extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary to the satisfactory prosecution and completion of the Work. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Plans and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the Work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.

In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; Special Provisions and special Specifications shall govern over both General Provisions and standard Specifications; and quantities shown on the Plans shall govern over those shown in the proposal.

3. **EXAMINATION OF SITE:** The Contractor acknowledges that he has investigated and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor acknowledges that he has inspected the site of the Work and is familiar with the soil conditions to be encountered. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Town of Addison assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town and the Engineer.
4. **SPECIFICATIONS:** Construction improvements shall be governed by the following published specifications and details (except as modified by these Special Provisions):

Standard Specifications for Public Works Construction, North Central Texas - North Central Texas Council of Governments (4<sup>th</sup> edition);

## ***Sediment Removal for Vitruvian Park***

Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges – Texas Department of Transportation, 2014;

Town of Addison Standard Construction Details;

The Contractor shall keep copies of applicable Specifications on the Project site at all times.

Where reference is made to specifications compiled by other agencies, organizations or departments, such referenced specifications are hereby made a part of the Project Specifications.

5. **SUBSURFACE INVESTIGATION:** Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, is the responsibility of any and all prospective Bidders. It shall be the responsibility of the Bidders to make such subsurface investigations as he deems necessary to determine the nature of the material to be encountered. Some preliminary subsurface exploration has been performed by the Town of Addison and the Engineer, and is provided to the Contractor in the Contract Documents. This information is provided only as preliminary and all bids shall be based on information obtained by the Contractor. The Town of Addison and the Engineer disclaim any responsibility for the accuracy, true location and extent of the soils information that has been prepared by others. They further disclaim responsibility for interpretation of that data by Bidders, as in projecting soil bearing values, rock profiles, soils stability and the presence, level and extent of underground water.
6. **HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES:** Contractor shall immediately give an oral and written report to the Town of Addison of the discovery of any articles of historical, scientific, or archaeological significance. Contractor shall take all necessary steps to preserve the article and shall cease operations, which would affect the find until otherwise directed by the Town of Addison but continue with all other unaffected operations. The future operations of Contractor with respect to the discovery, including disposition of the articles, shall be decided by the Town of Addison. The Town of Addison shall have sole and exclusive title to any discovered articles.

The Town of Addison shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for performing any part of the work under the Contract, whether or not changed as a result of conditions, an equitable adjustment will be made and the Contract modified in writing accordingly.

No request by Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment of the Contract for differing site conditions will be allowed or shall be made after final payment under the Contract.

**ENVIRONMENTAL REQUIREMENTS:** In addition to requirements set forth in other sections of the Contract, including the Plans and Specifications, Contractor shall



## ***Sediment Removal for Vitruvian Park***

ensure that the requirements of this Section are fulfilled and incorporated into its procedures and processes as well as those of any Subcontractors. All materials utilized by Contractor on the Project shall comply with all applicable local, state and federal laws and regulations.

A. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by Contractor, Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Town of Addison in writing.

1. The term "Hazardous Materials" means any substance or compound, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance" or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or (ii) which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, lead, or motor fuel or other volatile organic compounds; or (iii) which causes or poses a threat to cause a contamination or nuisance on the Project Site or any adjacent property, or (iv) which causes or poses a threat to cause a hazard to the environment or to the health, safety or welfare of persons on or about the Project Site.

2. The term "Environmental Law" means any federal, state or local law, statute, guidance or policy statement, ordinance, code, rule, regulation, license, authorization, decision, order, injunction or decree, which pertains to health, safety or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Occupational Health and Safety Act, the Toxic Substances Control Act, the Texas Water Code and the Texas Solid Waste Disposal Act and any other state or federal environmental statutes.

B. If the material or substance was on the site prior to the issuance of the Notice to Proceed, the Town of Addison shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, to verify that it has been remediated to levels required by the Texas Commission on Environmental Quality. When the material or substance has been remediated, Work in the affected area shall resume upon written direction of the Town of Addison.

C. Except as provided in Subparagraph B., Contractor (with the Town of Addison's prior written approval of the laboratory) shall obtain the services of a licensed laboratory

## ***Sediment Removal for Vitruvian Park***

to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, the Town of Addison shall determine whether Contractor or the Town of Addison shall have the substance remediated to levels required by the Texas Commission on Environmental Quality. When the material or substance has been remediated, Work in the affected area shall resume upon written direction of the Town of Addison. The Contract time shall be not be extended and the Contract Price shall not be increased, unless the material or substance to be remediated were not introduced to the Work Site by Contractor, and Contractor shall then pay for (or reimburse the Town of Addison for) the testing and remediation.

D. The Town of Addison shall not be responsible under this Section for materials or substances Contractor brings or introduces to the Project Site. Contractor shall be responsible for the fault or negligence in the use and handling of materials or substances of Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them.

E. Contractor shall indemnify the Town of Addison and its affiliates for any and all damages incurred by the Town of Addison as a result of Contractor's actions with respect to all applicable state and federal environmental laws related to materials or substances Contractor brings to the Project Site, including but not limited to fines, penalties, costs of remediation and reasonable attorney's fees. No time extension shall be granted for breach of this provision.

F. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project Site any Hazardous Materials, except in accordance with applicable environmental laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Materials into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water unless required by the Contract Documents. In the event Contractor engages in any of the activities prohibited in this Section or fails to stop Work as provided in this Section, to the fullest extent permitted by law, Contractor hereby indemnifies and holds the Town of Addison, its affiliates and their respective officers, agents, employees and tenants harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Section or Contractor's failure to stop Work as required. Contractor shall obtain from manufacturers and furnish to the Town of Addison Materials Safety Data Sheets (OSHA Form 20) for all materials incorporated into the Project by Contractor. The Town of Addison hereby agrees that, as between the Town of Addison and Contractor, the Town of Addison will be responsible for Hazardous Materials on site which existed prior to Contractor performing Work on the Project Site or which are introduced to the Project Site by the Town of Addison, except as provided in this Section. Contractor will not be considered the generator of Hazardous Materials on site which existed prior to Contractor performing Work on the Work Site or which are introduced to the Project Site by the Town of Addison. If the Hazardous Materials were on the Project Site prior to Contractor's presence on the Project Site or were introduced to the Project Site by the

## ***Sediment Removal for Vitruvian Park***

Town of Addison, then, if appropriate, the Town of Addison will make an equitable adjustment to the Contract.

G. Include in all construction subcontracts exceeding \$100,000, the following requirement: "Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations."

H. No request by Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless Contractor has given the written notice required.

I. No request by Contractor for an equitable adjustment of the Contract for Hazardous Materials will be allowed or shall be made after final payment under the Contract.

7. **COMPLIANCE WITH LAWS:** The Contractor shall familiarize himself with the nature and extent of the Specifications, Plans, Project Site conditions, traffic and safety requirements, and shall fully comply with all local, state and federal laws, including all codes, ordinances, rules and regulations applicable to this Contract and the Work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Town of Addison and the Engineer harmless therefrom. No plea of ignorance or misunderstanding thereof will be considered.
8. **PERMITS, LICENSES. AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Any required permit fees will still be paid by the Contractor. Wherever the Work under this contract requires the obtaining of permits from the Town of Addison or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the Work covered thereby is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**
9. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the Town of Addison, will be secured for this Project and made a part of thereto. The Contractor shall obtain a right-of-way permit from the Town of Addison prior to beginning Work. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State Laws, and Town of Addison ordinances and regulations which in any way affect the conduct of the Work or its operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Sureties shall indemnify and save harmless the Town of Addison, the Engineer and all of their officers, agents, and employees against

## ***Sediment Removal for Vitruvian Park***

any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by itself or its employees.

It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of its intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. All easements shall be cleaned up after use and restored to their original conditions or better.

10. **RESTRICTED WORK HOURS:** Per the Town of Addison Building Regulations, “It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday and Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in cases of urgent necessity or in the interest of public safety and convenience, and then only by permit of the City Manager.”

It is in the interest of the public safety and convenience for the Work under this Project to occur outside the standard Work hours. However, the contractor will must present a detailed Work schedule and obtain written approval from the Town.

11. **COMPLIANCE WITH IMMIGRATION LAWS:** Contractor shall take all steps necessary to ensure that all of the Contractor’s employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.
12. **NON-DISCRIMINATION POLICY:** It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town. The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The Town of Addison will require its employees, agents, and Contractors to adhere to this policy.
13. **ANTITRUST LAWS:** The Contractor hereby assigns to the Town of Addison any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).
14. **ABANDONMENT:** The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the Project, or the entire Project, at any time before the Contractor begins any construction Work authorized by the Town of Addison. In case of total abandonment of the Project, the Contract becomes void. The Town of Addison may abandon portions of the Project at any time during the Project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the Project.

## *Sediment Removal for Vitruvian Park*

15. **DISCREPANCIES:** If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the Project, or any errors or omissions in Plans or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may not be in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Town of Addison and the Engineer in writing, and the Town of Addison and the Engineer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

16. **PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN:** A Storm Water Pollution Prevention Plan (SW3P) will not be required for this project.

This specification is not all inclusive of the requirements for an SW3P. The Contractor shall comply with all requirements of the TCEQ TPDES permit and the local authorities' storm water ordinance and/or regulations.

17. **ADDENDA:** Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than six (6) working days prior to the date set for the Bid opening. The ability to ask questions will close at **5:00 PM, Monday, February 18, 2019**. Answers to all such requests will be issued in the form of Addenda and a copy of such Addenda will be released through [www.bidsync.com](http://www.bidsync.com). It will be the responsibility of each person who has been issued as set of Bidding Documents to secure all Addenda from [www.bidsync.com](http://www.bidsync.com). Addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should it be in doubt as to their meaning, it shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

18. **PAY ITEMS:** Pay items provided are intended to be all-inclusive of the Work required on this Project. Work required by the Plans or Specifications but not provided with a specific pay item shall be considered incidental to other items of Work. Final payment to the construction Contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, Plans and Specifications and have been finally accepted by the Town of Addison.

**See bid item descriptions/reference specifications for details.**

19. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate. Final payment will be based on quantities determined by measurement methods described for each Work item.

When the quantity of Work to be done or materials to be furnished under any major pay item or contract is more than 125% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work above 125% of the quantity stated in the contract.

## ***Sediment Removal for Vitruvian Park***

When the quantity of the Work to be done or materials to be furnished under any major pay item of the contract is less than 75% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work below 75% of the quantity stated in the contract. This paragraph shall not apply in the event Town of Addison deletes a pay item in its entirety from this contract.

20. **SUBSIDIARY WORK:** Any and all Work specifically governed by documentary requirements for the Project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of Work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of Work which fall in the category of subsidiary Work. Any repairs or replacement of items damaged during demolition or as a result of new construction will be considered subsidiary. Limits of all Work requiring repair will be determined by the Town of Addison staff or the inspector. Extreme care should be taken during all demolition and construction operations.
21. **QUALIFICATION OF BIDS:** The Town of Addison reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in 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 resolve in favor of the correct sum.

**To be considered responsive, the apparent three lowest Bidders are required to submit the Statement of Experience per Section BQS "Bidder Qualification Statement" within 5 days.**

The apparent low three Bidders will be notified by the Engineer to request the information.

**AWARD AND EXECUTION OF CONTRACT:** For the purpose of award, each bid submitted shall consist of the correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.

Bidders must fill bid proposal for all base bids and all additive alternates. The method of Award will be based on the lowest qualified bidder for all base bids plus any combination of the additive alternates depending on the availability of funds.



## ***Sediment Removal for Vitruvian Park***

The Town reserves the right to accept whichever bid is determined to be in the best interest of the public and to reject all bids.

All payments will be based on actual quantities and bid unit prices.

22. **EXPLANATION OF CONTRACT TIME:** The term “Contract Time” as used in this Provision will mean the **90** calendar days for completion of the Work of the Contract from the date the Contract was executed. The term “calendar day” as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein.

In the event of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Town shall agree as to the number of calendar days to extend the Contract Time. In the event the Contractor and Town are unable to agree to the number of calendar days to extend the Contract Time, the Town shall unilaterally determine the number of calendar days to extend the Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Town were arbitrary or without any reasonable basis.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions above, the Town shall deduct from the moneys due the Contractor the Daily Value as shown in provision 99 for each calendar day completion exceeds the Allowable Contract Time. The term “Allowable Contract Time” as used in this Article shall mean the Original Contract Time plus adjustments pursuant to the statements above. This deduction shall be the disincentive for the Contractor’s failing to timely complete the Contract. **This shall be strictly enforced.**

23. **COPIES OF PLANS FURNISHED:** One (1) copy of 11” x 17” and one (1) electronic copy of the Plans shall be furnished to the successful Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of \$150.00 per set upon request.
24. **PRE-CONSTRUCTION CONFERENCE:** The successful Contractor, Engineer, and Town of Addison shall meet for a pre-construction conference before any of the Work begins on this Project. At this time, details of sequencing of the Work, contact individuals for each party, testing requirements, submittals, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their Work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of Project construction.

## *Sediment Removal for Vitruvian Park*

25. **MOBILIZATION:** See specification 01270 included in the technical specifications.
26. **GENERAL SEQUENCE OF CONSTRUCTION:** Prior to the start of Work, the Contractor shall develop a detailed construction and sequence of construction schedule using the critical path method (CPM) and submit to the Town of Addison and Engineer for approval. The CPM shall reflect all definable features of Work and activities that shall cause minimum interference with traffic along, across and adjacent to the Project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as Work proceeds, adjustments shall be made. During all phases of construction access to all existing businesses must be maintained at all times unless otherwise authorized in writing by the Town of Addison or Addison Airport. Erosion control devices must be properly installed and maintained during all stages of construction.
- The Contractor must comply with all work area restrictions as indicated in the Plans unless specifically authorized in writing by the Town of Addison.
- The general intent is for the contractor to begin within one area and steadily progress limiting the area of construction to minimize disruptions to aircraft operations and businesses along the route.
27. **PROJECT REPRESENTATIVE:** The Town of Addison, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the Project. This individual shall be aware of the day to day activities on the Project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members. The Contractor's representative must be available to meet and discuss construction related issues on site or at the Town's offices within 20 minutes of a request during working hours and throughout the entire construction period. Upon repeated failure of attendance at requested meetings, Contractor will be required to have a Project representative on-site at all times.
28. **COORDINATION WITH OTHERS:** In the event that other Contractors are doing Work in the same area simultaneously with this Project, the Contractor shall coordinate his proposed construction with that of the other Contractors. The Town of Addison and/or the Engineer shall mediate any disputes, and the Contractors shall comply with their decisions.
29. **INSURANCE:** Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison and the Engineer as additional insured. Contractor shall include in their bid package, a copy of their certificate of insurance showing compliance to the limits established by the Town of Addison.

1.0 The Contractor shall agree to furnish and maintain continuously during the period of this agreement, any renewals or extension, insurance coverage meeting all of the following requirements:

## ***Sediment Removal for Vitruvian Park***

1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Coverage for product/completed operations must be maintained for at least two (2) years after the construction Work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. Contractual Liability must be included.

1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each occurrence-each accident, \$1,000,000 by disease-each occurrence and \$1,000,000 by disease aggregate

1.3 Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

1.4 Umbrella Liability at minimum limits of \$1,000,000 each-occurrence \$4,000,000 aggregate with respect to primary commercial general liability, automobile liability and employer's liability policies.

1.5 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

1.6 A comprehensive general liability insurance form may be used in lieu of a commercial general liability form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards and contractual liability.

2.0 With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

2.1 The Town shall be named as an additional insured with respect to general liability and automobile liability.

2.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

2.3 A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation and all liability policies.

2.4 All insurance policies shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

## ***Sediment Removal for Vitruvian Park***

2.5 All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001 or emailed to purchasing@addisontx.gov.

2.7 All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

2.8 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

2.9 Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

3.0 All insurance shall be purchased from an insurance company who meets the following requirements:

3.1 Must be issued by a carrier, which is rated "A-" VII or better by A.M. Best's Key Rating Guide.

3.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

4.1 Set forth all endorsements and insurance coverages according to requirements and instruction contained herein.

4.2 Shall specifically set forth the notice-of-cancellation or termination provisions to the Town.

5.0 Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

## **WORKERS' COMPENSATION INSURANCE COVERAGE:**

### **A. Definitions.**

**Certificate of Coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self insure issued by the Texas Workers' Compensation Commission (the "TWCC"), 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.

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**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.

**Persons Providing Services on the Project** ("Subcontractor" in Section 406.096 of the Texas Labor Code) - 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, Town-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. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

C. The Contractor must provide a certificate of coverage to the Town of Addison 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 Town of Addison, showing that the coverage has been extended.

E. The Contractor shall obtain from each person providing services on the Project, and provide to the Town of Addison:

(1) a certificate of coverage, prior to that person beginning Work on the Project, so that the Town of Addison will have on file certificates of coverage showing coverage for all persons providing services on the Project; and,

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

F. The Contractor shall retain all required certificates of coverage on file for the duration of the Project and for one year thereafter.

G. The Contractor shall notify the Town of Addison 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.

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H. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide Services on a Project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the Project, for the duration of the Project;

(2) provide to the Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

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

(4) obtain from each person with whom it contracts, and provide to the Contractor; a certificate of coverage, prior to the other person beginning Work on the Project; and,

b. a new certificate of coverage showing extension of the coverage period, 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 Town of Addison 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

(7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate 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 Town of Addison that all employees of the Contractor who will provide services on the Project will be covered by worker's 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 TWCC's Division of Self-Insurance Regulation. Providing false or



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misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Town of Addison to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Town.

The following is the form of notice of workers' compensation coverage prescribed by the TWCC. Pursuant to Section 110.110 (d) (7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point nominal type, and shall be in both English and Spanish and any other language common to the worker population.

### **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 (TWCC) at (512) 440-3789 to receive further information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

30. **RESOLUTION OF DISPUTES:** The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Contract, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts or other mutually agreeable mediator or arbitrator. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.
31. **SHOP DRAWINGS:** The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the Town of Addison, the Engineer and the Contract Documents in accordance with Item 1.28 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments. The Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Engineer, who will review, approve and forward to the Town of Addison for acceptance. Approved submittals will be returned as follows:

Two (2) – Town of Addison

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One (1) – Contractor

One (1) – Garver

Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable. Shop drawings shall include all items to be installed in the Project, including but not limited to:

☐ SWPPP

☐ Dredging Plan

32. **PROJECT VIDEO:** Prior to the start of construction, Contractor shall video the construction area and property adjacent to construction in the presence of the City Inspector. The format shall be DVD. The video shall be narrated. The Contractor shall furnish the Town of Addison a copy of the video in DVD format prior to commencement of Project. This shall be subsidiary to Project.

33. **SAMPLES AND TESTS OF MATERIALS:** The Town of Addison shall designate and pay an independent testing laboratory to furnish testing for this Project. Random testing will be provided by the independent lab as necessary for compliance with the Specifications. The Contractor shall coordinate construction with the testing lab and the Town of Addison, and shall provide assistance to the testing labs by providing excavation, access, trench safety, materials for testing and any other Work required to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All costs for the field quality control testing shall be paid for by the Town of Addison, except for any and all re-testing, which shall be paid by the Contractor and such cost shall be deducted from monthly pay requests. As a guide, the Contractor shall be responsible for providing any test required by the Specifications.

All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (Latest Edition) as amended or supplemented.

34. **INSPECTION:** The Town of Addison and the Engineer reserve the right to inspect, test, measure or verify the construction Work for this Project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work and any acceptance of the Work by the Town or governmental agencies will not relieve the Contractor from responsibility for the Work. The Town reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the Town of Addison. The Contractor shall provide assistance to the Town of Addison and the Engineer by providing excavation, trench safety, or other Work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

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If the Specifications, the Town's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Town timely notice of its readiness for testing, and if the testing is by an authority other than the Town, of the date fixed for such testing. Tests by the Town shall be made promptly, and where practicable at the source of supply.

35. **ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS:** All haul roads and access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the Town and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the Project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences Work on this Project.
36. **PROPERTY ACCESS:** Access to adjacent hangars shall be maintained at all times unless otherwise directed by the Engineer and/or Town of Addison. Contractor shall also maintain sufficient access throughout the Project limits to the existing apartment buildings and businesses during construction operations.
37. **PLANT, PROCEDURES, METHODS AND EQUIPMENT:** The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the Work under this contract, subject to the requirements of these Specifications and approval of the Engineer and Town of Addison. Only adequate and safe procedures, methods and equipment shall be used.

The Contractor shall so arrange his Work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the Work within the period of time as specified in the Contract. Only such materials and equipment as are necessary for the construction of the Work under this contract shall be placed, stored or allowed to occupy any space at the site of the Work.

It is expressly agreed that the acceptance or approval of any order of procedure, methods or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor of responsibility for the safety, maintenance and repairs of any Work, or for the construction maintenance and safety of the Work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor.

Where the Work under this contract requires permits from the Town of Addison, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the Work covered thereby is started.  
**NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED.**

38. **PARKING OF CONSTRUCTION EQUIPMENT:** At night and during all other periods of time when equipment is not being actively used on the construction Work, the Contractor shall park the equipment at locations which are approved by the Town of Addison. The Contractor shall provide adequate barricades, markers and lights to protect

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the Town of Addison, the Engineer, the public and other Work. All barricades, lights, and markers must meet the requirements of the Town of Addison, State and Federal regulations.

39. **ZONING REQUIREMENTS:** During the construction of this Project, the Contractor shall comply with the present zoning requirements of the Town of Addison in the use of vacant property for storage purposes.
40. **IN PUBLIC ROADS AND PRIVATE DRIVES:** No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the Work included in this Contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Towns or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property Town to do otherwise with such written permission being provided to the Town's inspector.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of two years from the date of Town of Addison's acceptance of the Work. In the event the repairs and maintenance are not made immediately to the satisfaction of the Town, and it becomes necessary for the Town to make such repairs, the Contractor shall reimburse the Town for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

41. **HAULING ON TOWN OF ADDISON STREETS:** The Contractor shall receive approval of its haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.
42. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the Work on this Project prior to beginning its construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by Contractor's operations.

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43. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** The following procedures shall be followed for Work near high voltage lines on this contract:
- a. A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile driver, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning - Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines."
  - b. Equipment that may be operated within ten (10) feet of high voltage lines shall have an insulating cage guard protecting the boom or arm, except backhoes or dippers, and insulator links on lift hook connections.
  - c. When necessary to Work within six (6) feet of high voltage electric lines, notify the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such Work done by the power company shall be at the expense of the Contractor. The Contractor shall maintain an accurate log of all such calls to the power company.
  - d. The Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines at the Contractor's sole expense.
  - e. No person shall Work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph c.
44. **PROTECTION OF EXISTING UTILITIES AND STRUCTURES:** The location and dimensions shown on the Plans relative to existing utilities and subsurface structures are based on the best records and/or field information available and are not guaranteed by the Town of Addison or the Engineer to be accurate as to location and depth. It shall be the Contractor's responsibility to verify locations of adjacent and conflicting utilities sufficiently in advance of its activities in order that he may negotiate such restrictive locations with the Town of Addison of the conflicting utility and/or make local adjustments to provide adequate clearances. The Contractor shall take all necessary precautions in order to protect all utilities and services encountered, whether or not they are indicated on the Plans. All damage to utilities resulting from Contractor's operations shall be restored at its expense. The Town of Addison and the Engineer assume no responsibility for failure to show any or all of these utilities or structures on the Plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special Work, provisions for which are not made in the Plans, in which case, provisions in these Specifications for Extra Work shall apply.
45. **PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED:** In case it is necessary to change or move the property of a public utility, such property shall not be moved or interfered with until authorized by the Town of Addison or the Engineer. The

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right is reserved for the Owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of their property that may be made necessary by performance of the Contract. The Contractor shall be responsible for coordination with the Town of Addison and the Engineer, and all utility companies whose utility lines or streets may be affected by the proposed improvements. The Contractor shall observe the following:

- a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, pipelines and other underground utilities and structures.
- b. After commencing Work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures, and protect them from damage.
- c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the Work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.
- d. The Contractor shall repair or pay for all damage caused by its operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall defend and settle in total the cost of all lawsuits which may arise as a result of its operations.
- e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the Town of Addison or the Engineer. The Town of Addison and the Engineer will not be liable for damages due to delay as a result of the above.

**46. MAINTENANCE AND REPAIRS:** The Contractor shall maintain and keep in good repair all Work contemplated under these Plans, Specifications, and Plans which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all Work which is necessary for the well being of the general public. In the event the Contractor fails in its obligations to properly maintain the Work, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.

**47. PROTECTION OF WORK:** During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished Work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such Work, whichever the Town of Addison shall determine to be preferable. The obligation to deliver finished Work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the Town



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of Addison's approval of or failure to prohibit means and methods of construction used by the Contractor. All risk of loss or damage to the Work shall be borne solely by the Contractor until final acceptance of all Work by the Town of Addison, as evidenced by the Town of Addison's issuance of a certificate of acceptance.

- 48. PUBLIC CONVENIENCE AND SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the Project site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal Work hours.

Materials stored about the Work site shall be so placed, and the Work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the Town of Addison. The materials excavated shall be placed so as not to endanger the Work or prevent free access to all fire hydrants, water valves, gas valves, manholes (telephone, telegraph or electrical conduits, and sanitary sewers) and fire alarm or police call boxes in the vicinity.

The Town of Addison reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the Town of Addison's attention, after 24 hours notice in writing to the Contractor, save in cases of emergency, when the Town of Addison shall have the right to remedy any neglect without notice; and, in either case, the cost of such Work done by the Town of Addison shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the Town of Addison and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

Where the Work passes over or through private property, the Town of Addison shall provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, company or individual, not less than 48 hours in advance of Work which might damage or interfere with the operation of their property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract Documents, or caused by agents or employees or the Town of Addison) by reason of any negligent act or omission on the part of the Contractor, its employees, agents or Subcontractors, or at any time due to defective Work or materials, or due to its failure to reasonably or properly prosecute the Work, and said responsibility shall not be released by the fact that the Work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at its own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property Town of Addison and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Town of Addison may, upon 48 hour written notice

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under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or its surety shall reimburse the Town of Addison for all such costs.

49. **PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise necessary to protect the Work and persons and property while said persons or property are approaching, leaving or within the Work site or any area adjacent to said Work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any protective measures, warning devices, barricades, lights, signs, or any other precautionary measures required by law or otherwise necessary for the protection of persons or property.

The Contractor shall assume all responsibilities to the general public in connection with the general public's immediate approach to and travel through the Work site and the area adjacent to said Work site.

Where the Work is in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at its own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the Project shall have been completed and accepted by the Town of Addison, and shall cease when the Town of Addison notifies the Contractor in writing of final Project acceptance.

If the Town of Addison discovers that the Contractor has failed to comply with applicable federal or state laws (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the Town of Addison may order the Contractor to take such additional precautionary measures as required by law to protect persons and property. In addition, the Contractor shall be held responsible for all damages to the Work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the Town of Addison may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor.

50. **TRAFFIC CONTROL:** It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:

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- a. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the Work.
- b. The Contractor shall prosecute its Work in such a manner as to create a minimum of interruption to traffic along adjacent roadways.
- c. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the Project.
- d. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, street name sign or any other sign or signal which currently exists.
- e. The Contractor shall provide a comprehensive Traffic Control Plan to the Town of Addison and Engineer for review, comment, and approval in the event the planned sequence of work is different in any way from that sequence of work provided for in the plans or where additional details are required. The Traffic Control Plan shall be designed in accordance with established standards and regulations and signed and sealed by a professional engineer, registered in the State of Texas. The plan should reflect the Contractor's proposed construction phasing and methodology and include the design layout for all proposed detour and traffic situations.

**51. BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF CONSTRUCTION:** Throughout the construction operations, streets and intersections will remain open to traffic by constructing the Work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

A. Safety: The Contractor shall provide, construct and maintain barricades and signs at locations set out in the Plans and in the Special Provisions in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways". In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Town or the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from side streets.

The Contractor shall keep traveled surfaces used in its hauling operation clear and free of dirt or other material.

The Contractor shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel.

**52. PROPERTY LINES AND MONUMENTS:** The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being

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disturbed, they shall be properly referenced and if disturbed shall be reset at expense of the Contractor.

53. **DURING CONSTRUCTION:** During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion of the Town of Addison or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the Town of Addison may, upon 24 hour written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under its contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or its surety shall reimburse the Town of Addison for all such costs.
54. **CONTRACTOR'S CONTINUING OBLIGATION:** Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Town of Addison, nor the issuance of a certificate of Substantial Completion, nor any payment by Town of Addison to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Town of Addison, nor any act of acceptance by Town of Addison nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Town of Addison pursuant to final payment nor any correction of defective Work by Town of Addison will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
55. **IRRIGATION AND SPRINKLER REPAIR:** The Contractor shall maintain all existing irrigation systems within the limits of the Project during the duration of the contract. The Contractor shall employ a licensed irrigator who is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid. The Contractor will be responsible for any vegetation that dies as a result of damage to the irrigation system and replace it with equal vegetation at its own cost.
56. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All Work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the Work site. Work done without line and grade having been provided; Work done beyond the line or not in conformity with the grades shown on the Plans or as provided, Work done without proper inspection; or any Extra or unclassified Work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or

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condemned Work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced, or to cause unauthorized Work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

57. **DISPOSITION AND DISPOSAL OF MATERIALS:** All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of outside the limits of the Project per Technical Specification Section 01270 and 02228. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting to a disposal site.
58. **CLEAN-UP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the Work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the Work in an orderly manner and appearance.
59. **TESTING REQUIREMENTS:** Testing shall be conducted in accordance with Town of Addison Specifications except as modified in the Special Provisions, Technical Specifications, or as on the plans. The Town of Addison will provide random testing. The Contractor shall coordinate construction with the Town of Addison, and shall provide assistance to the testing labs by providing trench safety, excavation, or other work to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All retesting shall be at the expense of the Contractor. As a general guide, the Contractor shall be responsible for providing the following tests:
- (1) Density and associated tests on embedment and backfill if required.
  - (2) Compressive strength tests on concrete if required.
  - (3) Gradation soil tests on backfill as may be required.
  - (4) Providing test results from manufacturer as specified in Town of Addison Specifications.
60. **CLAIMS FOR DAMAGES OR INJURY:** General Provision Item 1.24.3 - SMALL CLAIMS FOR DAMAGE OR INJURY is amended to read as follows: "If any person files a claim against the Town of Addison or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any Work within the limits of the Project, the Contractor must either submit to the Town of Addison, a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to its liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Town as it's irrevocably Attorney-In-Fact authorizing the Town to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power-of-Attorney from the Contractor to the Town which authorizes the Town to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Town, at its own

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discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Town as is authorized by Item 109.4. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

As a result of the additional Work created to Town of Addison due to un-responded claims for damages by Contractor to third parties, Contractor shall incur penalties for failure to abide by this Special Provision.

Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed a penalty by the Town of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days of its written notice of claim by the Town.

To ensure Contractor compliance, the Town of Addison shall be notified, by copied correspondence of responses or settlement by Contractor.”

61. **WAIVER OF CLAIMS:** The making and acceptance of final payment will constitute:
- A. A waiver of all claims by Town of Addison against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Town of Addison of any rights in respect of Contractor’s continuing obligations under the Contract Documents.
  - B. A waiver of all claims by Contractor against Town of Addison other than those previously made in writing and still unsettled.
62. **MECHANICS AND MATERIALMEN’S LIEN:** The Contractor shall be required to execute a release of mechanics and materialmen’s liens upon receipt of payment and shall ensure that the Project remains free and clear of all liens related to the Work. The Contractor shall have all liens removed by obtaining releases acceptable to the Town of Addison or shall bond around such liens by obtaining a discharge of all liens.
63. **CONTRACTOR’S AFFIDAVIT OF BILLS PAID:** The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the Project.
64. **PRODUCT RECORD DOCUMENTS:** The Contractor shall maintain record Plans and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

**Maintenance of Documents:** The Contractor shall maintain at the job site one record copy of the Contract Plans, Specifications, Shop Drawings, Change Orders, other modification to the Contract, field test records and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the



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job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Town.

Recording: Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No Work shall be covered until required information has been recorded.

Contract Plans: The appropriate drawing shall be legibly marked to record, where applicable:

- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.
- c. Changes made by Change Order or Supplemental Agreement.
- d. Details not on original Contract Plans.
- e. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- f. Changes made by Change Order or Supplemental Agreement.
- g. Other matters not originally specified.

Shop Drawing: The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review.

Submittal: At the completion of the Project, the Contractor shall deliver record Plans to the Town. The transmittal letter shall be accompanied, in duplicate, with:

- a. Date, Project title and number.
- b. Contractor's name and address.
- c. Title and number of each record document.
- d. Certification that each document as submitted is complete and accurate.
- e. Signature of Contractor or its authorized representative.

- 65. OWNERSHIP OF WORK AND MATERIALS:** All Work performed by Contractor pursuant to the Contract shall be the property of the Town of Addison. The Town of Addison shall own all construction, and any data, documents, plans, specifications, working papers, computer programs, photographs, or other material produced by Contractor pursuant to the Contract, and Contractor hereby assigns and transfers to the Town of Addison any and all copyrights for such material. To the extent that such programs used are internal, proprietary programs used by Contractor in the performance

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of the Work, Contractor will provide the Town of Addison such access to the programs as is necessary for the Town of Addison to be able to use the products and documents generated by the program, but Contractor is not required to transfer the copyrights or other intellectual property rights to the program to the Town of Addison. As security for partial, progress, or other payments, title to work for which such payments are made shall pass to the Town of Addison at the time of the payment. To the extent that title has not previously been vested in the Town of Addison by reason of payments, full title shall pass to the Town of Addison at delivery of the Work at the location specified in the Contract.

Unincorporated Work to which the Town of Addison has received title by reason of progress, partial or other payments shall be segregated from other Contractor or Subcontractor materials and clearly identified as the Town of Addison property. The Contractor shall be responsible for all materials until they have been incorporated into the Work and the Work has been finally accepted by the Town of Addison. The title transferred as above shall in each case be good, and free and clear of any and all security interests, liens, or other encumbrances. The Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any way that would result in any lien, security interest, charge, or claim upon or against said items. The transfer of title as provided above shall not imply acceptance by the Town of Addison, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to such items.

The Contractor shall insert provisions in its subcontracts sufficient to ensure compliance with the content of this Section.

- 66. DRAWINGS AND OTHER DATA:** All documents developed by Contractor in the performance of the Contract shall become the sole property of the Town of Addison and may be used by the Town of Addison on any other project without additional compensation to Contractor. Use by the Town of Addison of these documents on other projects does not confer any liability on Contractor.

The Town of Addison shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. § 201(b). With respect thereto, Contractor agrees not to assert or authorize others to assert any rights or establish any claim under the design related patent and copyright laws. All design drawings, as-built drawings and specifications, in any form, shall contain a copyright mark of the Town of Addison.

- 67. TOWN OF ADDISON APPROVAL:** This Project is subject to final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town’s satisfaction and as-built Plans are given to the Town of Addison.
- 68. USE OF EXPLOSIVES:** The use of explosives by the Contractor to complete the Work shall be prohibited.

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69. **POWER FOR CONSTRUCTION:** The Contractor shall contract with the local power provider and make the necessary arrangements for securing power required for the construction, including power required for temporary offices. There will be no separated pay item for connection into the existing power system or for the power required for construction purposes.
70. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the Work within the time specified in the contract, the Contractor shall pay liquidated damages to the Town of Addison in the amount of \$ 750 for each calendar day of delay until the Work is completed or accepted.
71. **CONTRACT DELAY:** The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, Work performed, disruptions, permitting issues, actions of subcontractors, suppliers, or other contractors, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Contract time for completion. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Contract time to complete, regardless of whether the Contractor does so or not, shall be the sole responsibility of the Contractor in every instance.
72. **SUBCONTRACTORS:** No subcontract shall relieve Contractor of any of Contractor's obligations or liabilities under the Contract. Contractor shall be fully responsible and liable for the acts or omissions of all Subcontractors, including persons directly or indirectly employed by them, their guests and invitees. Contractor shall have sole responsibility for managing and coordinating the operations of its Subcontractors, including the settlement of disputes with or between them. Nothing contained in the Contract shall be deemed to create a contractual relationship between any Subcontractor, and the Town of Addison.

Contractor shall provide to the Town of Addison one (1) copy of all executed subcontracts associated with the Contract, including any changes or modifications to the subcontracts, within three (3) days of their execution. No Subcontractor shall be permitted to perform work associated with the subcontract until the Subcontractor (or Contractor on the Subcontractor's behalf) is in compliance with the insurance requirements specified elsewhere in the Contract, and has furnished satisfactory evidence of insurance to the Town of Addison.

73. **PAYMENTS TO SUBCONTRACTORS:** Contractor shall comply with the provisions of applicable laws and regulations relating to Contractor's relations with Subcontractors. Payments by Contractor to Subcontractors associated with the Town of Addison Contracts are subject to the time periods established in the Texas "Prompt Payment Act", contained in Chapter 2251 of the Texas Government Code.

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All persons employed in the performance of the Work under the Contract, or any subcontracts hereunder, shall be paid not less than the general rates of per diem, holiday, and overtime wages prevailing in the locality of the Work of a similar character as detailed in the Special Provisions. Failure to comply with this provision shall subject Contractor to the penalties prescribed in Chapter 2258 of the Texas Government Code, as amended.

Contractor will include in each subcontract for property or services entered into by Contractor and a Subcontractor, including a supplier, for purposes of performing the Work under the Contract a payment clause that obligates Contractor to pay the Subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the Town of Addison under the Contract. A false certification to the Town of Addison under the provisions of the Payments clause may be a principal offense in violation of Section 37.10 of the Texas Penal Code.

- 74. USE OF COMPLETED PORTIONS OF THE WORK:** Whenever, as determined by the Town of Addison, any portion of the Work performed by Contractor is in a condition suitable for use, and the best interests of the Town of Addison requires such use the Town of Addison may take possession of or use such portion of the Work. Such use by the Town of Addison shall in no case be construed as final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the Town of Addison of any of the conditions thereof. Contractor shall not be liable for the cost of repairs, rework, or renewals, which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of the Work, Contractor shall notify the Town of Addison in writing as required by the Contract and shall be entitled to such additional compensation or extension of time, or both, as determined in accordance with the Contract.

If in the course of such use, the Work proves to not be in compliance with the Contract, the Town of Addison shall have the right to continue such use until such portion of the Work can, without injury to the Town of Addison, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials, as necessary for such portions of the Work to comply with the Contract. Contractor shall correct the Work as soon as practical, but not later than one (1) month after notification by the Town of Addison.

Contractor shall not use any permanently incorporated materials unless such use is approved in writing by the Town of Addison. Where Contractor's request is granted for the use of certain materials, Contractor shall properly use and maintain and, upon completion of its use and at its own expense, recondition such materials to the satisfaction of the Town of Addison.

- 75. COMPLETE AGREEMENT:** The Contract (including Attachments, the Special Provisions, other documents and manuals incorporated herein) is the full and complete

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agreement between the Town of Addison and Contractor with respect to the subject matter herein and supersedes any and all prior agreements between the parties hereto.

76. **WAIVER:** The waiver by the Town of Addison of the breach of any provision of the Contract by Contractor shall in no way impair the right of the Town of Addison to enforce the provision for any subsequent breach thereof. All remedies provided hereunder are cumulative and are in addition to all other remedies available at law or in equity.

77. **EXECUTION OF THE CONTRACT:** The Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of the Contract may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

78. **DEFINITIONS:** The following definitions are added to the General Provisions and Special Provisions:

**BIDDER:** Any person, persons, partnership, company, firm, association, or corporation acting directly or through a duly authorized representative submitting a bid for the work contemplated.

**PROJECT:** The Town of Addison's overall objective and endeavor of which the Contract forms a part and ultimately creates, which encompasses all Contract Documents constructed to final completion and final acceptance.

**WORKING DAY:** A working day is defined as a calendar day not including Saturdays, Sundays, or legal holidays authorized in the list prepared by the City of Dallas for contract purposes, in which weather or other conditions not under the control of the Contractor shall permit the performance of the principal units of work underway for a continuous period of not less than 7 hours between 7 A.M. and 6 PM. A principle unit of work shall be that unit which controls completion time of the contract. Nothing in this definition shall be construed as prohibiting the Contractor from working on Saturdays, if the Contractor so desires and permission of the Town of Addison has been granted. Work on Sundays shall not be permitted except in cases of extreme emergency and then only with the written permission of the Town of Addison. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as weekdays. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

79. **MODIFICATIONS TO THE LANGUAGE OF THE GENERAL PROVISIONS:**  
The General Provisions are modified as follows:

- A. Add the following words to the General Provisions before the word "Certificates" found on the fourth line of Section 103.4.1:

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“When permitted by law,”

- B. Delete the sentence “A model Certificate of Insurance is illustrated in Model Form A.6 in Appendix A.” beginning on the ninth line of Section 103.4.1 of the General Provisions and replace with the following:

“Certificates of Insurance shall be provided on a state approved form.”

- C. Delete the following sentence beginning on the second line of the fifth subparagraph of Section 104.2.1 of the General Provisions:

“The foregoing notwithstanding, the total original Contract amount shall not be increased more than 25 percent; the CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER’S right to reduce the total original Contract amount by more than 25 percent.”

- D. Add the following word before the word “decide” found on the second line of Section 105.7.1 of the General Provisions:

“initially”

- E. Add the following word after the word “work” found on the fifth line of Section 105.7.1 of the General Provisions:

“, subject to the agreement of the Owner”

- F. Delete the following sentence beginning on the sixth line of Section 105.7.1 of the General Provisions:

“Engineer shall determine the amount and quality of work performed and materials furnished, and Engineer’s decision and estimates shall be final.”

- G. Delete Section 105.9.3 of the General Provisions titled “Inspection Overtime” in its entirety.

- H. Delete Section 107.2 of the General Provisions titled “Indemnification” in its entirety and replace with the following:

**“THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, PROTECT, DEFEND, AND HOLD HARMLESS THE OWNER, ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, AGENTS, INVITEES, AND EMPLOYEES (“INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LIABILITY, COST, DAMAGE, EXPENSES, FINES AND ALL REASONABLE LEGAL FEES AND**



COURT COSTS, CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AGAINST THE INDEMNIFIED PARTIES, WHETHER OR NOT CAUSED IN PART BY ANY ACT OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER, OR WHETHER LIABILITY IS IMPOSED UPON SUCH PERSON OR ENTITY, FOR ANY LOSS, INJURY, DAMAGE OR DEATH ARISING FROM OR OUT OF THE CONTRACTOR'S ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO CONTRACTOR'S NEGLIGENT OR GROSSLY NEGLIGENT PERFORMANCE OF THE WORK; NEGLIGENT OR GROSSLY NEGLIGENT USE OR MISUSE OF OWNER'S PROPERTY; NEGLIGENT OR INTENTIONAL ACTIONS, ERRORS OR OMISSIONS AND THOSE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR SUBCONTRACTORS; VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL LAWS, REGULATIONS AND/OR ORDINANCES; CONTRACTOR'S OR ITS SUBCONTRACTOR'S USE OF PROPERTY, EQUIPMENT, VEHICLES, OR MATERIALS; DEFECTIVE WORKMANSHIP; NEGLIGENT OR GROSSLY NEGLIGENT USE OR MISUSE OF UTILITIES; OR SUBCONTRACTORS', EMPLOYEES', AGENTS', OFFICERS', OR DIRECTORS' NEGLIGENCE OR INTENTIONAL TORTS. IT IS THE EXPRESS INTENT OF CONTRACTOR TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR JOINT AND/OR CONCURRENT NEGLIGENCE AND/OR SOLE NEGLIGENCE. IN THE EVENT OF FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, OR ANY OF THEM, AND UNTIL REIMBURSED BY CONTRACTOR SHALL BEAR INTEREST, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES,

**WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

**IN THE EVENT THIS CONTRACT RELATES TO A PROJECT OTHER THAN A SINGLE FAMILY HOUSE, TOWNHOUSE, DUPLEX, OR LAND DEVELOPMENT DIRECTLY RELATED THERETO OR A PUBLIC WORKS PROJECT OF A MUNICIPALITY THEN THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT SUBCONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND CONTRACTOR OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF AN INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND OWNER OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTIES, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTIES, OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF**

**AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS  
SUBCONTRACTORS OF ANY TIER.”**

- I. Add the following language after Section 103.3.1.4 of the General Provisions:

**“103.3.1.5. Maintenance Bond.** A good and sufficient bond in an amount not less than 100-percent of the approximate total of the Contract, as evidenced by the proposed tabulation, or conditioned on the full and proper maintenance and repair of the Work to be done and performed for a period of one year from the date of final acceptance of the Work and the Contractor will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform the necessary Work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by the Contractor in construction of same, or on account of any defect arising in any of the Work laid or constructed by the Contractor or on account of improper excavation or backfilling, it being understood that the purpose of this Section is to cover all defective conditions arising by reason of defective materials, Work, or labor performed by the Contractor.”

- J. Add the following language after Section 104.2.5. of the General Provisions:

**“104.2.6. Change Orders.** A Change Order is a written instrument and signed by the Owner, Contractor and Engineer stating their agreement upon all of the following:

- (1) the change in the Work;
- (2) the amount of the adjustment, if any, in the Contract Sum;  
and
- (3) the extent of the adjustment, if any, in the Contract Time.

In the event the Contractor proposes a Change Order, the Contractor shall provide sufficient detail for such Change Order to allow analysis and review by the Engineer.

Agreement on any Change Order shall constitute final agreement on the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

The Contractor, upon receipt of written notification by the Owner or the Engineer of a proposed item or change in Work, shall

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prepare as soon as possible a Change Order on the form provided by the Owner. If the Change Order is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Order accordingly and resubmit the revised Change Order to the Owner and Engineer.”

- K. Delete the language in Section 105.2.1 of the General Provisions and replace it with the following language:

**“105.2.1. WORKMANSHIP:** If the OWNER notifies the CONTRACTOR in writing of defective work, the CONTRACTOR shall correct the deficiencies within five (5) calendar days of the Notice at no additional cost to the OWNER. If the defective work is not corrected within five (5) calendar days, or the CONTRACTOR is not making satisfactory progress (in the opinion of the OWNER) to correct the deficiencies, the OWNER may withhold future payments for All Work until the defective work has been corrected to the satisfaction of the OWNER.”

- L. Add the following language after Section 105.10 of the General Provisions:

**“105.10.2. GUARANTEE AFTER COMPLETION:** Unless otherwise specified in the technical section of these specifications, the CONTRACTOR shall, after test and acceptance, and for a period of one year from date of final written acceptance by the OWNER or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, rebuild, repair, or replace any and all items which have proven defective due to unsatisfactory material and/or workmanship. Upon written notice from the OWNER, the CONTRACTOR shall immediately make any repairs that may be ordered, or such repairs will be made by the Owner at the expense of the CONTRACTOR or the CONTRACTOR’S Surety. In case of an emergency where delay would cause serious loss or damage, the Owner may undertake to have the defects repaired without previous notice. The expense of all repairs, including all emergency repairs, shall be borne by the CONTRACTOR or the CONTRACTOR’S Surety, at no cost to the Owner. This obligation shall survive termination of the Contract.

**105.10.3. OFFSET PROGRESS PAYMENTS:** OWNER may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to OWNER from Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract

Documents or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

**105.10.4. FINAL ACCEPTANCE AND PAYMENT:** This Project is subject to final inspection and final acceptance by the Owner. Whenever the Work provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, including, but not limited to compliance with North Central Texas Council of Governments Standard Specifications for Public Works Construction, October 2004 Section 202.6.4.6., the CONTRACTOR shall notify the OWNER that the Work is ready for final inspection. The OWNER will then make such final inspection and if the work is satisfactory and in accordance with the specifications and contract documents, the OWNER shall issue a certificate of acceptance to the CONTRACTOR and submit a request to accept the Work performed by the CONTRACTOR and payment of a final estimate under the terms of which the OWNER will release 100% of the retainage, plus the unpaid portions of the final estimate as the OWNER deems advisable.

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the Contractor, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the Work shall be prepared by the OWNER as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, deducted or retained under the provisions of the contract, shall be paid the CONTRACTOR within 30 days after the final acceptance by the OWNER, provided the CONTRACTOR has furnished to the OWNER a consent of Surety and satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the performance of the Work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment. This requirement is not intended and shall not be construed to recognize subcontractors for the purpose of privity of contract, and no third party benefit rights shall be obtained through these provisions for final payment. The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for

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any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment, or on the retainage.

### **105.10.5. RIGHT TO AUDIT CONTRACTOR'S RECORDS:**

By execution of the Contract, CONTRACTOR grants the OWNER the right to audit, at Owner's election, all of CONTRACTOR'S records and billings relating to the performance of the Work under the Contract. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of the Work under this Contract. OWNER agrees that it will exercise the right to audit only at reasonable hours."

- M. Add the following language after Section 107.5 of the General Provisions:

**"107.5.1. COMPENSATION AND ACKNOWLEDGEMENT OF WORK:** The CONTRACTOR shall receive and accept compensation, as herein provided, as full payment for furnishing all labor, tools, material, equipment and incidentals; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the Work and before its final acceptance by the OWNER; for all risks of whatever description connected with the prosecution of the Work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Plans and Specifications."

- N. Add the following language after Section 107.11 of the General Provisions:

**"107.11.1. COOPERATION OF THE CONTRACTOR:** The CONTRACTOR shall give to the work the consistent attention necessary to facilitate the progress thereof, and the CONTRACTOR shall cooperate with the OWNER, and with other CONTRACTORS in every way possible.

The OWNER and the OWNER'S representatives shall at all times have free access to the Work whenever it is in preparation or progress and the contractor shall provide safe, convenient and proper facilities for such access and inspection."



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- O. Delete Section 107.4 of the General Provisions and replace it with the following:

### **“107.4. VENUE AND CHOICE OF LAW**

The Owner, the Contractor, and the Contractor’s sureties agree that this Contract shall be performed in Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas. The terms and provisions of the Contract Documents shall be construed in accordance with the laws and court decisions of the State of Texas.”

- P. Delete the following language (which is the first paragraph) from Section 109.5.1. of the General Provisions:

“Between the 25<sup>th</sup> day and the last day of each month, the Owner shall make an approximate estimate of the value of the work done during the month under the specifications. Whenever the said estimate or estimates of work done since the last previous estimate exceeds \$100 in amount, a percentage of such estimate sum shall be paid the Contractor on or before the 15<sup>th</sup> day of the month next following. The monthly estimate may include acceptable nonperishable materials delivered to the work; such payment shall be allowed on the same percentage basis of the net invoice value as provided hereinafter. The percent retained by the owner shall normally be up to 10 percent at completion, unless otherwise stated. At the midpoint, or at any subsequent time, if the owner determines that the progress of the Contract is satisfactory in all respects, it may at its discretion cease to retain additional funds until the completion of the project, or until progress ceases to be satisfactory. The owner shall make the sole determination in this matter.”

- Q. Add the following language after Section 109.5.1. of the General Provisions:

**“109.5.1.1. Applications for Payment.** Applications for progress payment (“Application for Payment”) will be submitted no more often than monthly and shall be submitted on the dates set forth in the Agreement. Each Application for Payment shall be (1) sworn to and notarized, (2) supported by such data substantiating the Contractor’s right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents, and (3) submitted by the Contractor for review to the Engineer in form and substance as mandated by the Owner. The Contractor’s Application for Payment shall be segregated and detailed in a manner satisfactory to the Owner.

## ***Sediment Removal for Vitruvian Park***

In each Application for Payment, the Contractor shall certify that such Application for Payment represents a just estimate of portion of the Work that is complete as of the last day covered by the Application for Payment and shall also certify by sworn affidavit as follows:

‘There are no known mechanics’ or materialmen’s liens outstanding at the date of this Application, all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of this Application for Payment, there is no known basis for filing of any mechanics’ or materialmen’s liens on the Work, and waivers from all subcontractors and materialmen have been or, at the time of payment, will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Texas.’

**109.5.1.2. Lien Waivers.** Concurrent with each Application for Payment, the Contractor shall execute and furnish a waiver and release of its lien rights current through the effective date of such Application for Payment conditioned upon receipt of the payment that is the subject of the application. Beginning with the second Application for Payment, the Contractor shall also deliver with each such Application as a condition precedent to payment thereof, waivers of lien from each of the Subcontractors, Sub-subcontractors, and suppliers current through the effective date of the previous Application of Payment. The Contractor shall also execute and obtain any other reasonable forms as the Owner may require in order to assure an effective waiver and release of mechanics’ and materialmen’s liens in compliance with the laws of the State of Texas. The Contractor shall, if any Subcontractor, Sub-subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the Owner to indemnify against any lien.”

R. Delete Section 109.5.2 of the General Provisions and replace with the following:

“Ten-percent (10%) retainage shall be withheld until 40 days after Final Completion.”

**80. CONTRACTOR REPRESENTATIONS:** By entering into the Contract, the Contractor makes the following representations to the Town of Addison:

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

## ***Sediment Removal for Vitruvian Park***

- B. The Contractor has visited the Project site where the goods are to be installed or services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of goods and services, if required to do so by the Bidding Documents, or if, in the Contractor's judgment, any local condition may affect cost, progress, or the furnishing of goods and services.
- C. The Contractor is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the bid that may affect cost, progress, and the furnishing of goods and services.
- D. The Contractor has carefully studied, considered, and correlated the information known to the Contractor; information commonly known to sellers of similar goods doing business in the locality of the Project site where the goods will be installed or where services will be provided; information and observations obtained from the Contractor's visits, if any, to the Project site where the goods will be installed or services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Project site where the goods will be installed or where services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Contractor's obligations under the Bidding Documents.
- E. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Contractor has discovered in the Bidding Documents, and the written resolution (if any) thereof by the Engineer is acceptable to the Contractor.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the goods and services for which the bid is submitted
- G. The Contractor 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. The Contractor also acknowledges that each unit price includes an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

**81. PREVAILING WAGE RATES:** Wage rates paid on this Project shall not be less than specified in the schedule of general prevailing rates of per diem wages as set forth below in the Davis Bacon Act General Decision No. TX130035:

General Decision Number: TX190025 01/04/2019 TX25

Superseded General Decision Number: TX20180035

State: Texas

## ***Sediment Removal for Vitruvian Park***

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number                      Publication Date                      0                      01/04/2019  
\* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures)	\$14.12	
ELECTRICIAN	\$19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb	\$13.16	
Structures	\$13.84	
LABORER		
Asphalt Raker	\$12.69	
Flagger	\$10.06	
Laborer, Common	\$10.72	
Laborer, Utility	\$12.32	
Pipelayer	\$13.24	
Work Zone Barricade Servicer	\$11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	\$15.32	
Asphalt Paving Machine	\$13.99	
Broom or Sweeper Concrete Pavement	\$11.74	
Finishing Machine	\$16.05	
Concrete Saw	\$14.48	
Crane Operator, Lattice Boom 80 Tons or Less	\$17.27	
Crane Operator, Lattice Boom over 80 Tons	\$20.52	
Crane, Hydraulic 80 Tons or Less	\$18.12	
Crawler Tractor	\$14.07	
Excavator, 50,000 pounds or Less	\$17.19	
Excavator, over 50,000 pounds	\$16.99	
Foundation Drill , Truck Mounted	\$21.07	
Foundation Drill, Crawler Mounted	\$17.99	
Front End Loader 3 CY or Less	\$13.69	
Front End Loader, over 3 CY	\$14.72	
Loader/Backhoe	\$15.18	
Mechanic	\$17.68	

### ***Sediment Removal for Vitruvian Park***

Milling Machine	\$14.32
Motor Grader, Fine Grade	\$17.19
Motor Grader, Rough	\$16.02
Pavement Marking Machine	\$13.63
Reclaimer/Pulverizer	\$11.01
Roller, Asphalt	\$13.08
Roller, Other	\$11.51
Scraper	\$12.96
Small Slipform Machine	\$15.96
Spreader Box	\$14.73
Servicer	\$14.58

Steel Worker (Reinforcing)	\$16.18
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#### **TRUCK DRIVER**

Lowboy-Float	\$16.24
Off Road Hauler	\$12.25
Single Axle	\$12.31
Single or Tandem Axle Dump Trunk	\$12.62
Tandem Axle Tractor with Semi Trailer	\$12.86
Transit-Mix	\$14.14

WELDER	\$14.84
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 union or non-union.

#### **Union Identifiers**

An identifier enclosed in dotted lines beginning with characters other than “SU” denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2014. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2014, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2014 in the above example.

## ***Sediment Removal for Vitruvian Park***

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

### **Non-Union Identifiers**

Classifications listed under an “SU” identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

### **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



## ***Sediment Removal for Vitruvian Park***

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.

END OF GENERAL DECISION

- 82. BID ITEMS/REFERENCE SPECIFICATIONS:** The requirements of NCTCOG standard specifications for Public Works construction 5<sup>th</sup> Edition dated 2017, and TxDOT standard specifications for construction and maintenance of highways, streets and bridges, dated 2014, shall apply as described.
- 83. NO BOYCOTT ISREAL:** Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

## **SPECIAL PROVISIONS**

**Note:** The series of numbers shown after the description are for either the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014), the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, Fifth Edition (2017), or technical specifications number provided with this document.

### **SP.1 PROJECT**

The project covered by these specifications consists of the removal of all material defined by the plans and specifications, supplies, appurtenances, equipment and labor and any other necessary items required to complete and make ready for use and operation of the project by the Owner. Final clean up before acceptance by the Owner is included as a part of the project.

### **SP.2 NCTCOG CONSTRUCTION SPECIFICATIONS**

NCTCOG shall be utilized for these areas:

- **Site Protection & Preparation** Division 200
- **Roadway Maintenance & Rehabilitation** Division 400
- **Underground Conduit Construction** Division 500
- **Misc. Construction & Materials** Division 800

Contractor shall notify owner and engineer with any discrepancies between the NCTCOG Specifications and technical specifications prior to starting construction.

### **SP.3 DISPOSAL OF MATERIAL**

Contractor shall remove sediment by means of hydraulic dredging. Limited removal by mechanical means will be permitted in areas where hydraulic dredging cannot be performed and at the approval of the Owner. Sediment shall be removed to the approximate elevations to the “previous conditions” shown in the plans. Contractor shall submit a removal, dewatering, and disposal plan prior to beginning construction. The plan shall be consistent with secured permits. Sediment shall be pumped to geotextile tubes for dewatering in the identified areas. Contractor shall use polymers to minimize the release of solids from geotextile tubes. Dewatered sediments shall be disposed of at an approved municipal landfill with manifest to confirm the disposal.

### **SP.4 REMOVING OBSTRUCTIONS**

Existing driveways, fences, sidewalks, landscaping, signs, and RCP or CMP drainage pipes shall be removed and replaced where necessary. The Contractor shall replace

***Sediment Removal for Vitruvian Park***

existing obstructions with equal or better materials. The Contractor shall coordinate any removal with the Property Owner and the Town of Addison.

## SECTION TS

# **TECHNICAL SPECIFICATIONS**

01270	Measurement and Payment
01452	Testing Laboratory Services Furnished by Owner
02228	Dredging Operations
02276	Temporary Erosion Control and SWPPP
02920	Seeding

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## **SECTION 01270**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 – GENERAL**

##### **1.01 DESCRIPTION**

- A. Required items of work and incidentals necessary for the satisfactory completion of the Project shall be considered subsidiary to the specified Work required under this Contract and shall be considered as included in the unit process bid for various bid items. The Contractor shall prepare bid accordingly to allow for such items:
  - 1. Not specifically listed in the bid form.
  - 2. Not specified in this section to be measured or to be included in one of the items listed in the bid form.
  - 3. To include Contractor's overhead and profit.
- B. Work includes the furnishing of all labor, materials, equipment, tools, and related items for performing all operations required to complete the project satisfactorily in place, as specified by the contract documents.

##### **1.02 NOT USED**

##### **1.03 ENGINEER'S ESTIMATE OF QUANTITIES AND COST**

- A. Engineer's estimated quantities for items of Unit Price Work, as included in the Contract, are approximate only and are included solely for the purpose of comparing bids and pricing. Owner does not expressly or by implication agree that nature of materials encountered below the ground surface or actual quantities of material encountered or required will correspond with the quantities included in the Contract at the time of award and reserves the right to increase or decrease quantities or to eliminate quantities as Owner may deem necessary. Contractor or Owner will not be entitled to adjustment in price of Unit Price Work items as a result of changes in estimated quantity and agree to accept the unit prices accepted in the Bid as complete and total compensation for additions caused by changes or alterations in the Unit Price Work directed by Owner.

##### **1.04 MEASUREMENT AND PAYMENT**

- A. Lump sum bid items shall cover the costs of all the Work shown and/or specified in the Plans and Specifications and required to complete that particular portion of the Work.
- B. Unit price bid items shall apply on any additions to or deductions from the Work required, covering all costs associated in providing a single unit as called for on the Plans and/or Specifications and as required to provide a complete unit. Payment



shall only be made for actual quantity of units provided as determined by the Project Manager.

- C. Payment shall constitute full compensation to the Contractor for furnishing all labor, equipment, tools, and materials, and for performing all operations required to furnish to the Owner the entire project, complete in place, as specified and as indicated on the plans and/or specifications.

## 1.05 SEDIMENT REMOVAL FOR VITRUVIAN PARK BID ITEMS

**BID ITEM 1**      **SITE WORK, MOBILIZATION/DEMOBILIZATION, PERMITS, BONDS AND INSURANCE:** This LUMP SUM PRICE item shall consist of all costs associated with supervision, labor, materials, tools, equipment, incidentals and related items required to complete specified work for the Project as detailed by the contract drawings and specifications, complete and in place that are not specifically included in other bid items:

1. Mobilization includes mobilization of all equipment and materials necessary to conduct the project, and demobilization after project completion. It shall also include provision and installation of project identification signs, public and employee safety systems, dredges, dredge pumps, dredge and return water piping, dewatering equipment and appurtenances. All equipment and material shall be removed from the Site upon completion of the Project.
2. Temporary Facilities and Controls including but not limited to temporary facilities; site security; utility coordination; providing power for Contractor's operations as necessary; protection of existing facilities; applying for, obtaining, and implementing appropriate permits.
3. Earthwork and site preparation including site and grading plans; access route plans; materials handling plan; performing surveying if required; restoration of site and appurtenances necessary for cleaning activities.
4. This bid item shall include, but not be limited to costs associated with, and procurement of any and all bonds and insurance required per Contract Documents.

The total cost for this BID ITEM shall not exceed 10% of the total contract price. Demobilization shall be at least 10% of this bid price. Payment for this item will be LUMP SUM for complete, in place, maintained, removed, and accepted work in accordance with the Contract Documents.

**BID ITEM 2**      **REMOVAL, DEWATERING, AND DISPOSAL PLAN FOR APPROVAL:** This LUMP SUM PRICE item shall consist of all

costs associated with supervision, labor, materials, tools, equipment, incidentals and related items required to prepare a disposal plan per Technical Specification 02228 Dredging Operations. Plan shall be submitted and approved prior to the start of operations.

Payment for this item will be LUMP SUM for complete and accepted plan in accordance with the Contract Documents.

**BID ITEM 3**

**SEDIMENT REMOVAL VIA HYDRAULIC DREDGING TO DEWATERING SYSTEM:** This UNIT PRICE item shall consist of all costs associated with removal and dewatering of in place sediment from the defined work limits per the plans and specifications.

Payment for this item will be based on a UNIT PRICE PER DRY TON of removed sediment at a calculated percentage of solids based on testing results as defined in Technical Specification 01452. This will be calculated by the same means as Bid Item No. 4. For partial payments prior to figuring final dry tonnage, an agreed upon factor between the Owner and Contractor will be used until the material has thoroughly dried to determine the true dry tonnage. This factor will be used and adjusted as necessary during the dredging operations if requested by either party. Final quantity of this item will be based on actual manifested trucks at the disposal facility and lab calculated percent solids.

**BID ITEM 4**

**DISPOSAL OF DEWATERED SEDIMENT TO AN APPROVED DISPOSAL SITE:** This UNIT PRICE item includes all costs associated with the loading, hauling off, landfill testing fees, and disposal fees of removing dewatered material from the site to an approved Class 2 facility.

Payment for this item will be based on a UNIT PRICE PER DRY TON of complete removal of dewatered sediment in accordance with the Contract Documents. Measured quantity will be based on manifested loads, weighed by certified scale at the landfill, adjusted by removing calculated water content to determine the final dry tonnage. This quantity will also be used to adjust the final pay quantity for Bid Item No. 3. Manifested loads are based on Technical Specification 02228 and percent solids will be figured based on Technical Specification 01452. Provisions must be provided to guarantee remnant in the trucks is non-existent or will be accounted for. Trucks that return with remnant in their beds will require a reduction in pay quantity.

**BID ITEM 5**

**SEDIMENT REMOVAL AND DISPOSAL VIA MECHANICAL MEANS:** This UNIT PRICE item includes all costs associated with

the excavation, stockpiling, loading, hauling off, and disposal, including any testing and dump fees, of the gravel and rock material located in the waterway that cannot be removed via hydraulic means. The material shall be hauled to a suitable Class 2 landfill. The item will be measured by the full dump truck (tandem rear axle) load. For estimate purposes this should be approximated at 8 cy per load.

Payment for this item will be based on a UNIT PRICE PER LOAD of complete removal gravel and rock material in accordance with the Contract Documents.

#### BID ITEM 6

**STORM WATER POLLUTION PREVENTION PLAN:** This LUMP SUM PRICE item includes all costs associated with the development, necessary revisions, and implementation of the Storm Water Pollution Prevention Plan (SWPPP or SWP3); installation, inspection and maintenance of best management practices; and to stabilize the site during operations. Modification to the SWPPP and/or additional control items required by the Owner or contractor's operations shall be considered incidental to this item and shall be provided at no additional cost to Owner. This item is to include all equipment, materials, labor and maintenance necessary to maintain the SWPPP during construction. Contractor shall pay all costs and fees associated with permitting and implementing the SWPPP.

Payment for this item will be LUMP SUM for complete, in place, maintained, removed, and accepted work in accordance with the Contract Documents. 10% of this bid item shall be held and paid upon removal of all SWPPP items.

#### BID ITEM 7

**SITE RESTORATION:** This LUMP SUM PRICE item includes all costs associated with the supervision, labor, materials, tools, equipment, incidentals and related items required for the re-establishment of vegetative ground covering, cleanup of site, and repair of any damaged conditions caused by the contractor's operations.

Payment for this item will be LUMP SUM for complete, in place, maintained, removed, and accepted work in accordance with the Contract Documents.

#### 1.06 NOT USED

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01452**

### **TESTING LABORATORY SERVICES FURNISHED BY OWNER**

#### **PART 1 – GENERAL**

##### **1.01 REQUIREMENTS**

- A. The Owner will employ and pay for an independent testing laboratory to perform specified services for testing of the solids concentration of the residuals after they are dewatered in the geotextile tubes. The Contractor will collect a sample(s) with the Owners representative and the Owners representative will deliver the sample(s) to the testing laboratory.
- B. When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory at the sole expense of the Contractor.
- C. The Contractor shall pay for:
  - 1. Tests not listed above.
  - 2. Tests made exclusively for Contractor's convenience.
  - 3. Repeat tests required because of Contractor's negligence or defective Work.
  - 4. Testing after failure of two (2) or more of the same test for the same item to comply with the Contract Documents.
  - 5. Re-tests due to testing performed prematurely or in a way that may affect the actual pay quantity to the contractor.
- D. Testing laboratory is not authorized to:
  - 1. Approve or accept any portion of the Work or defective Work
  - 2. Rescind, alter, or augment requirements of Contract Documents
  - 3. Perform duties of the Contractor.
- E. Employment of a testing laboratory by the Owner in no way relieves the Contractor of his obligation to perform the work according to the Contract Documents.

##### **1.02 RELATED WORK**

- A. General Conditions of the Contract for Construction. Inspections and testing required by laws, ordinances, rules and regulations or orders of public authorities are the responsibility of the Contractor.

##### **1.03 QUALITY ASSURANCE**

- A. Testing Laboratory Qualifications:



1. Comply with applicable requirements of ASTM E329, Specification for Agencies Engaged in Construction Inspection and/or Testing.
2. Testing equipment used by laboratory will be calibrated at maximum twelve month intervals by devices of accuracy traceable to either NIST's Standard Reference Materials (SRM), ISO 17025, General Requirements for the Competence of Testing and Calibration Laboratories, or certified by State or Local bureau of weights and measures, or values of natural physical constants generally accepted in the engineering and scientific community.
3. Testing shall comply with EPA's SM2540G for soils.

#### 1.04 LABORATORY'S DUTIES AND RESPONSIBILITIES

A. Testing Laboratory will:

1. Cooperate with Owner and provide qualified personnel promptly on notice.
2. Perform specified testing of materials; comply with applicable standards; and ascertain compliance with requirements of Contract Documents.
3. Promptly notify Engineer, Owner, and Contractor of irregularities or deficiencies in the Work that are observed during performance of services.
4. Promptly provide electronic copies of reports of inspections and tests to Owner, Engineer, and Contractor including:
  - a. Date issued.
  - b. Project title, number, and name of the Site.
  - c. Testing laboratory name and address.
  - d. Date of inspection or sampling.
  - e. Record of temperature and weather at the time of sampling.
  - f. Date of test.
  - g. Identification of material or product tested, and associated Specification Section.
  - h. Location in the Project.
  - i. Type of inspection or test.
  - j. Results of inspection or tests and observations regarding compliance with Contract Documents.
5. Perform additional tests and services, as required by Owner or disposal site.

#### 1.05 CONTRACTOR'S RESPONSIBILITIES

A. Contractor will:

1. Assist with obtaining an agreed upon representative sample for the Owner's representative to have tested to determine the percent solids that will be used in calculating the dry tonnage for payment.
2. The samples shall be collected at a minimum once per geotextile tube at a time chosen by the Owner's representative. This shall ideally be at the time of haul off. Additional samples shall be taken at the direction of the Owner's representative.

## 1.05 OWNER'S RESPONSIBILITIES

- A. Owner will:
  - 1. The Owner's representative shall store and transport the sample to the testing laboratory.
  - 2. Provide Engineer with lab results once they have received them.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### 3.01 TESTING PROCEDURES

- A. Testing shall comply with EPA's SM2540G for soils.

**END OF SECTION**

## **SECTION 02228**

### **DREDGING OPERATIONS**

#### **PART 1 – GENERAL**

##### **1.01 GENERAL**

- A. This technical specification covers work required to dredge material in accordance with plans and specifications. Movement of the dredge equipment as required to perform the dredging operation and the repositioning of pipelines and attendant plant to facilitate proper dredge operations are also included. Dredge plant includes all equipment used to accomplish the dredging work including electricity/power, water, and geotextile tubes. Additional requirements are included on the plans and elsewhere in these specifications.

##### **1.02 CHARACTER OF MATERIALS TO BE DREDGED**

- A. The materials to be removed to restore the waterway to the limits shown on the plans have accumulated primarily as a result of eroded material which is carried to the lake. The material is believed to primarily consist of silts, clay, and sand with some timber, gravel, small rock, trash and other debris. Additional information regarding sampling of the existing site can be found in the Terracon Report No. 94185091. The Contractor shall examine the areas to be dredged and determine for himself the character of the materials.

##### **1.03 SUBMITTALS**

- A. The contractor shall submit a Removal, Dewatering, and Disposal plan for approval prior to the start of work. At a minimum, the plan shall include the following:
  - a. Excavation removal methods
  - b. Dewatering process
  - c. Waste weighing and recording methods
  - d. Waste disposal methods
  - e. Equipment requirements
  - f. Schedule of work
  - g. Accidental spill cleanup plan
  - h. Disposal site(s) registration (current TCEQ permit)
- B. Disposal Records: Copies of all disposal records shall be submitted to the Town of Addison and shall include, but not limited to, the following information collected on a daily basis for each truck load of waste. This information shall be summarized daily in a log.
  - a. Completed Non-Hazardous Waste Manifest form
  - b. Date of disposal
  - c. Empty (tare) weight as measured by the disposal facility scale

- d. Full (loaded) weight as measured by the disposal facility scale
- e. Driver's signature

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 PLANT**

- A. The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and the plant shall be subject to inspection by the Owner at all times. The plant listed in the Work Plan submitted with the Contractor's proposal is the minimum which the Contractor agrees to place on the job unless otherwise determined by the Owner, and its listing thereon is not to be construed as an agreement on the part of the Owner that it is adequate for the performance of the work. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Owner. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.
- B. In the event of collision, fire, major breakdown or any other action preventing continuation of dredging operations for a period of more than 48 hours which is anticipated to continue for a period of 30 days or more, additional dredging plant shall be delivered. In the event the additional plant is not delivered and placed in operation within the allowable 30 days, the contract may be terminated at the discretion of the Owner.

### **3.02 DISPOSAL OF DREDGE MATERIALS**

- A. All materials removed from the lake by dredging shall be pumped to geotextile dewatering tubes (bags) placed in the allowable locations shown in the plans. Polymers shall be used to minimize the release of solids from the Geotextile tubes. The runoff from dewatering and the storage areas is to be conveyed back to Farmers Branch Creek in a controlled manner approved by the Town of Addison.
- B. The material shall be stored in the tubes until the point in which it has been sufficiently dried out to allow proper and efficient disposal. The material shall be tested and the results submitted to the Town of Addison for agreement and confirmation.
- C. Disposal shall be to an approved landfill per the requirements of the Terracon Report No. 94185091 and approved by the Town of Addison.

- D. Measurement of this item will be by the dry ton as determined by weighing trucks as defined previously. In the event that residual is remaining in the trucks after dumping, an adjustment to the measured quantity may be required.

### 3.03 NOT USED

### 3.04 NOISE ATTENUATION

- A. All dredge engines shall be equipped with exhaust silencers.

### 3.05 DEBRIS DISPOSAL

- A. All debris encountered during the dredging process (i.e., metal, cable, rope, trash, etc.) including any contractor waste and geotextile tube remains shall become the property of the Contractor. The Contractor will be responsible for removing and disposing of debris off-site in any state permitted landfill as selected by the Contractor.
- B. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any plant, machinery, or appliance, the Contractor shall recover and remove the same immediately.

### 3.06 EXISTING STRUCTURES

- A. The Contractor shall exercise appropriate care when dredging adjacent to or in the vicinity of existing structures. Any damage to existing structures caused by impact from the dredge or other plant or by dredging in excess of the limits shown on the plans, shall be repaired to the satisfaction of the Owner at no cost to the Owner or to the owners of the structure. Repairs to any roadways, curbs, parking areas, or irrigation systems damaged by contractors equipment or operations shall be repaired back to existing conditions.

### 3.07 NOT USED



**END OF SECTION**

## **SECTION 02276**

### **TEMPORARY EROSION CONTROL AND STORM WATER POLLUTION PREVENTION PLAN**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

All materials, labor, equipment, tools, and superintendence necessary to furnish and install erosion control.

##### **1.02 REFERENCES**

- A. City Standards and details in plans.
- B. North Central Texas Council of Governments Public Works Construction Standards 2017 (NCTCOG) Item 202 - Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control.
- C. North Central Texas Council of Governments iSWM Design Manual for Construction (iSWM), Chapter 4, Best Management Practices.
- D. The Storm Water Pollution Prevention Plan (SWP3) for this project.

#### **PART 2 – PRODUCTS**

##### **2.01 MATERIALS**

- A. Conform to SWP3.
- B. Conform to iSWM Chapter 4, BEST MANAGEMENT PRACTICES.

#### **PART 3 – EXECUTION**

##### **3.01 INSTALLATION, INSPECTION, MAINTENANCE AND REMOVAL**

- A. Follow SWP3 guidelines.
- B. Install per manufacturer's instruction.
- C. Install erosion control as per details in plans with additional controls added based on Contractor's work.
- D. Install per iSWM Chapter 4, BEST MANAGEMENT PRACTICES.

- E. Inspect all temporary erosion control measures on a regular basis and immediately after rain events.
- F. Remove all temporary erosion control at the conclusion of the project.

**END OF SECTION**

## **SECTION 02920**

### **SEEDING**

#### **PART 1 – GENERAL**

##### **1.01 SCOPE**

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to provide an even and thoroughly hydromulched surface over all disturbed working areas of the Project Site.

##### **1.02 REFERENCES**

- A. Section 204.6. Seeding Turf-grass of the Standard Specifications for the Public Works Construction Standards – North Central Texas Council of Governments, 5<sup>th</sup> ed, 2017.

##### **1.03 SUBMITTALS**

- A. Submit to the Owner all information in accordance with Section 01330, Submittals.

#### **PART 2 – PRODUCTS**

##### **2.01 MATERIALS**

- A. Seed: Comply with NCTCOG 204.6
- B. Fertilizer: Comply with NCTCOG 204.4 and 204.6

#### **PART 3 – EXECUTION**

##### **3.01 INSTALLATION**

- A. Hydromulching: Comply with NCTCOG 204.6.4.4.
- B. Fertilizing: Comply to NCTCOG 204.6.4.5
- C. Growth Standards: Provide a dense, virile growth at the end of sixty (60) days after planting. Dense growth shall be defined as 95% coverage of each square yard

planted with those areas covered with growth providing 100% coverage. No bald spots larger than six (6) square inches will be allowed. Exceptions will be allowed at Owner's acceptance based on adjacent pre-existing coverage.

- D. Maintenance: Those areas planted shall be watered, maintained except mowing, by the Contractor until areas planted are accepted. This shall include furnishing and installing replacement seed. Contractor is advised that responsibility for maintenance will not be waived due to conflicts between growing seasons and construction schedules.

### **END OF SECTION**

**SECTION IS**

**ADDITIONAL INSURANCE REQUIREMENTS**



**TOWN OF ADDISON, TEXAS**  
**SEDIMENT REMOVAL FOR VITRUVIAN PARK**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON, and Nathan D. Maier Consulting Engineers, Inc. to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>TOWN OF ADDISON, and Nathan D. Maier Consulting Engineers, Inc. <u>to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000 per occurrence for bodily injury and property damage	<b>TOWN OF ADDISON, and Nathan D. Maier Consulting Engineers, Inc. <u>to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII-rated or above.</b>
4. <b>Umbrella or Excess Liability Policy over Commercial General Liability and Automobile Liability limits of \$1 million per occurrence</b>	Minimum \$4 million per occurrence excess \$1 million underlying per occurrence	<b>TOWN OF ADDISON, and Nathan D. Maier Consulting Engineers, Inc. <u>to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov)**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison and Nathan D. Maier Consulting Engineers, Inc. as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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# APPENDIX A

### **Vitruvian 404 Permitting**

The Town of Addison is in the process of securing a 404 Permit for the implementation of the Vitruvian Sediment Removal project. The removal of sediment shall be by hydraulic dredging, with a limited amount of removal by mechanical dredging. It is currently anticipated that this project will be authorized under Nationwide Permit 16. The following provides a narrative of the general Nationwide Permit 16 requirements along with the 2017 Nationwide Permit (NWP) Regional Conditions for the State of Texas. This is provided to the contractor for informational purposes. The contractor is required to meet the requirements and conditions of the final permit(s) that is secured for this project. This may include special conditions related to providing information on the contractor's means and methods for completing this project.

**NATIONWIDE PERMIT 16**  
**Return Water From Upland Contained**  
**Disposal Areas**

Effective Date: March 19, 2017  
(NWP Final Notice, 82 FR 4 )

16. Return Water From Upland Contained Disposal Areas. Return water from an upland contained dredged material disposal area. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d), even though the disposal itself occurs in an area that has no waters of the United States and does not require a section 404 permit. This NWP satisfies the technical requirement for a section 404 permit for the return water where the quality of the return water is controlled by the state through the section 401 certification procedures. The dredging activity may require a section 404 permit (33 CFR 323.2(d)), and will require a section 10 permit if located in navigable waters of the United States. (Authority: Section 404)

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.



14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer.

However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity’s purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project

site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and

will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

#### D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination

that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the

procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

#### E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

#### F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type

that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams



may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all

crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

#### **ADDITIONAL INFORMATION**

This nationwide permit is effective March 19, 2017, and expires on March 18, 2022.

Information about the U.S. Army Corps of Engineers regulatory program, including nationwide permits, may also be found at <http://www.swf.usace.army.mil/Missions/Regulatory.aspx> and <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx>

## **2017 NATIONWIDE PERMIT (NWP) REGIONAL CONDITIONS FOR THE STATE OF TEXAS**

### **The following regional conditions apply within the entire State of Texas:**

1. For all discharges proposed for authorization under Nationwide Permits (NWP) 3, 6, 7, 12, 14, 18, 19, 21, 23, 25, 27, 29, 39, 40, 41, 42, 43, 44, 49, 51, and 52, into the following habitat types or specific areas, the applicant shall notify the appropriate District Engineer in accordance with the NWP General Condition 32, Pre-Construction Notification (PCN). The Corps of Engineers (Corps) will coordinate with the resource agencies as specified in NWP General Condition 32(d) (PCN). The habitat types or areas are:

- a. Pitcher Plant Bogs: Wetlands typically characterized by an organic surface soil layer and include vegetation such as pitcher plants (*Sarracenia* spp.) and/or sundews (*Drosera* spp.).
- b. Bald Cypress-Tupelo Swamps: Wetlands dominated by bald cypress (*Taxodium distichum*) and/or water tupelo (*Nyssa aquatic*).

2. For all activities proposed for authorization under any Nationwide Permit (NWP) at sites approved as compensatory mitigation sites (either permittee-responsible, mitigation bank and/or in-lieu fee) under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899, the applicant shall notify the appropriate District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification prior to commencing the activity.

3. For all activities proposed for authorization under NWP 16, the applicant shall notify the appropriate District Engineer in accordance with the NWP General Condition 32 (Pre-Construction Notification) and must obtain an individual water quality certification (WQC) from the TCEQ. Work cannot begin under NWP 16 until the applicant has received written approval from the Corps and WQC.

NOTE: For all activities proposing to use equipment that has operated or been stored in a water body on the Texas list of zebra mussel (*Dreissena polymorpha*) infected water bodies, equipment should be decontaminated prior to relocation in accordance with Texas Administrative Code, Title 31, Part 2, Chapter 57, Subchapter A. The following decontamination Best Management Practices (BMPs), as a minimum, are indicated:

- a. Clean: Clean both the inside and outside of equipment and gear, by removing all plants, animals, and mud and thoroughly washing the equipment using a high pressure spray nozzle.
- b. Drain: Drain all water from receptacles before leaving the area, including livewells, bilges, ballast, and engine cooling water on boats.
- c. Dry: Allow time for your equipment to dry completely before relocating in other waters. Equipment should be dried prior to relocation. High temperature pressure washing (greater than or equal to 140F) or professional cleaning may be substituted for drying time.

**The following regional condition only applies within the Albuquerque, Fort Worth, and Galveston Districts:**

4. For all activities proposed for authorization under Nationwide Permit (NWP) 12 that involve a discharge of fill material associated with mechanized land clearing of wetlands dominated by native woody shrubs, the applicant shall notify the appropriate District Engineer in accordance with the NWP General Condition 32 – Pre-Construction Notification prior to commencing the activity. For the purpose of this regional condition, a shrub dominated wetland is characterized by woody vegetation less than 3.0 inches in diameter at breast height but greater than 3.2 feet in height, which covers 20% or more of the area. Woody vines are not included.

**The following regional conditions apply within the Albuquerque District.**

5. Nationwide Permit (NWP) 23 – Approved Categorical Exclusions. A pre-construction notification (PCN) to the District Engineer in accordance with General Condition 32 - PCN is required for all proposed activities under NWP 23.

6. Nationwide Permit (NWP) 27 – Aquatic Habitat Restoration, Establishment, and Enhancement Activities. For all proposed activities under NWP 27 that require pre-construction notification, a monitoring plan commensurate with the scale of the proposed restoration project and the potential for risk to the aquatic environment must be submitted to the Corps. (See “NWP 27 Guidelines” at <http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits/NWP.aspx>).

7. Channelization. Nationwide Permit (NWP) General Condition 9 for Management of Water Flows is amended to add the following: Projects that would result in permanent channelization to previously un-channelized streams require pre-construction notification to the Albuquerque District Engineer in accordance with NWP General Condition 32 – Pre-Construction Notification.

8. Dredge and Fill Activities in Intermittent and Perennial Streams, and Special Aquatic Sites: For all activities subject to regulation under the Clean Water Act Section 404 in intermittent and perennial streams, and special aquatic sites (including wetlands, riffle and pool complexes, and sanctuaries and refuges), pre-construction notification (PCN) to the Albuquerque District Engineer is required in accordance with Nationwide Permit General Condition 32 - PCN.

9. Springs. For all discharges of dredged or fill material within 100 feet of the point of groundwater discharge of natural springs located in an aquatic resource, a pre-construction notification (PCN) is required to the Albuquerque District Engineer in accordance with Nationwide Permit General Condition 32 - PCN. A natural spring is defined as any location where ground water emanates from a point in the ground and has a defined surface water connection to another waters of the United States. For purposes of this regional condition, springs do not include seeps or other groundwater discharges which lack a defined surface water connection.

10. Suitable Fill. Use of broken concrete as fill or bank stabilization material is prohibited unless the applicant demonstrates that its use is the only practicable material (with respect to cost, existing technology, and logistics). Any applicant who wishes to use broken concrete as bank stabilization must provide notification to the Albuquerque District Engineer in accordance with Nationwide Permit General Condition 32 - Pre-Construction Notification along with justification for such use. Use of broken concrete with rebar or used tires (loose or formed into bales) is prohibited in all waters of the United States.

**The following regional conditions apply only within the Fort Worth District.**

11. For all discharges proposed for authorization under all Nationwide Permits (NWP) into the area of Caddo Lake within Texas that is designated as a "Wetland of International Importance" under the Ramsar Convention, the applicant shall notify the Fort Worth District Engineer in accordance with the NWP General Condition 32 – Pre-Construction Notification (PCN). The Fort Worth District will coordinate with the resource agencies as specified in NWP General Condition 32(d) - PCN.

12. Compensatory mitigation is generally required for losses of waters of the United States that exceed 1/10 acre and/or for all losses to streams that exceed 300 linear feet. Loss is defined in Section F of the Nationwide Permits (NWP). Mitigation thresholds are cumulative irrespective of aquatic resource type at each single and complete crossing. Compensatory mitigation requirements will be determined in accordance with the appropriate district standard operating procedures and processes. The applicant shall notify the Fort Worth District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification prior to commencing the activity.

13. For all activities proposed for authorization under Nationwide Permits (NWP) 12, 14 and/or 33 that involve a temporary discharge of fill material into 1/2 acre or more of emergent wetland OR 1/10 acre of scrub-shrub/forested wetland, the applicant shall notify the Fort Worth District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification prior to commencing the activity.

14. For all discharges proposed for authorization under Nationwide Permits (NWP) 51 and 52, the Fort Worth District will provide the pre-construction notification (PCN) to the U.S. Fish and Wildlife Service as specified in NWP General Condition 32(d)(2) - PCN for its review and comments.

**The following regional conditions apply only within the Galveston District.**

15. No Nationwide Permits (NWP), except NWP 3, shall be used to authorize discharges into the habitat types or specific areas listed in paragraphs a through c, below. The applicant shall notify the Galveston District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification prior to commencing the activity under NWP 3.



- a. Mangrove Marshes. For the purpose of this regional condition, Mangrove marshes are those waters of the United States that are dominated by mangroves (*Avicennia* spp., *Laguncularia* spp., *Conocarpus* spp., and *Rhizophora* spp.).
- b. Coastal Dune Swales. For the purpose of this regional condition, coastal dune swales are wetlands and/or other waters of the United States located within the backshore and dune areas in the coastal zone of Texas. They are formed as depressions within and among multiple beach ridge barriers, dune complexes, or dune areas adjacent to beaches fronting tidal waters of the United States.
- c. Columbia Bottomlands. For the purpose of this regional condition, Columbia bottomlands are defined as waters of the United States that are dominated by bottomland hardwoods in the Lower Brazos and San Bernard River basins identified in the 1997 Memorandum of Agreement between the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Natural Resource Conservation Service, and Texas Parks and Wildlife Department for bottomland hardwoods in Brazoria County. (For further information, see <http://www.swg.usace.army.mil/Business-With-U/Regulatory/Permits/Nationwide-General-Permits/>)

16. A Compensatory Mitigation Plan is required for all special aquatic site losses, as defined in Section F of the Nationwide Permits (NWP), that exceed 1/10 acre and/or for all losses to streams that exceed 200 linear feet. Compensatory mitigation requirements will be determined in accordance with the appropriate district standard operating procedures and processes. The applicant shall notify the Galveston District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification prior to commencing the activity.

17. For all seismic testing activities proposed for authorization under Nationwide Permit (NWP) 6, the applicant shall notify the Galveston District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification (PCN). The PCN must state the time period for which the temporary fill is proposed, and must include a restoration plan for the special aquatic sites. For seismic testing under NWP 6 within the Cowardin Marine System, Subtidal Subsystem; as defined by the U.S. Fish and Wildlife Service, Classification of Wetlands and Deepwater Habitats of the United States, December 1979/Reprinted 1992, the Corps will coordinate with the resource agencies in accordance with NWP General Condition 32(d) - PCN.

18. For all activities proposed under Nationwide Permits (NWP) 10 and 11 located in vegetated shallows and coral reefs; as defined by 40 CFR 230.43 and 230.44 respectively, the applicant shall notify the Galveston District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification. Examples include, but are not limited to: seagrass beds, oyster reefs, and coral reefs.

19. Nationwide Permit 12 shall not be used to authorize discharges within 500 feet of vegetated shallows and coral reefs; as defined by 40 CFR 230.43 and 230.44 respectively. Examples include, but are not limited to: seagrass beds, oyster reefs, and coral reefs.

20. For all activities proposed for authorization under Nationwide Permit 12 that involve underground placement below a non-navigable river bed and/or perennial stream bed there shall a minimum cover of 48 inches (1,219 millimeters) of soil below the river and/or perennial stream thalweg.

21. For all discharges and work proposed below the high tide line under Nationwide Permits (NWP) 14 and 18, the applicant shall notify the Galveston District Engineer in accordance with the NWP General Condition 32 - Pre-Construction Notification (PCN). The Galveston District will coordinate with the resource agencies in accordance with NWP General Condition 32(d) - PCN.

22. For all activities proposed for authorization under Nationwide Permit (NWP) 33 the applicant shall notify the Galveston District Engineer in accordance with the NWP General Condition 32 – Pre-Construction Notification (PCN). The PCN must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. Activities causing the temporary loss, as defined in Section F of the NWPs, of more than 0.5 acres of tidal waters and/or 200 linear feet of stream will be coordinated with the agencies in accordance with NWP General Condition 32(d) - PCN.

23. No Nationwide Permits (NWP), except NWPs 3, 16, 20, 22, 37, shall be used to authorize discharges, structures, and/or fill within the standard setback and high hazard zones of the Sabine-Neches Waterway as defined in the Standard Operating Procedure - Permit Setbacks along the Sabine-Neches Waterway. The applicant shall notify the Galveston District Engineer in accordance with NWP General Condition 32 - Pre-Construction Notification for all discharge, structures and/or work in medium hazard zones and all NWP 3 applications within the standard setback and high hazard zones of the Sabine-Neches Waterway.

24. No Nationwide Permits (NWP), except 20, 22, and 37, shall be used to authorize discharges, structures, and/or fill within the standard setback exemptions of the Gulf Intracoastal Waterway as defined in the Standard Operating Procedure- Department of the Army Permit Evaluation Setbacks along the Gulf Intracoastal Waterway. The applicant shall notify the Galveston District Engineer in accordance with NWP General Condition 32 (Pre-Construction Notification) for all discharges, structures and/or work within the standard setback, shoreward of the standard setback, and/or standard setback exemption zones.

25. The use of Nationwide Permits in the San Jacinto River Waste Pits Area of Concern are revoked. (For further information, see <http://www.swg.usace.army.mil/Business-With-Us/Regulatory/Permits/Nationwide-General-Permits/>)

26. The use of Nationwide Permits 51 and 52 are revoked within the Galveston District boundaries.

27. Nationwide Permit (NWP) 53 pre-construction notifications will be coordinated with resource agencies as specified in NWP General Condition 32(d) – Pre-construction Notification.

28. For all activities proposed under Nationwide Permits (NWP) 21, 29, 39, 40, 42, 43, 44, and 50 that result in greater than 300 feet of loss in intermittent and/or ephemeral streams, as defined in Section F of the NWPs, require evaluation under an Individual Permit.

**The following regional conditions apply only within the Tulsa District.**

29. Upland Disposal: Except where authorized by Nationwide Permit 16, material disposed of in uplands shall be placed in a location and manner that prevents discharge of the material and/or return water into waters or wetlands unless otherwise authorized by the Tulsa District Engineer.

30. Major Rivers: The prospective permittee shall notify the Tulsa District Engineer for all Nationwide Permit 14 verifications which cross major rivers within Tulsa District. For the purposes of this condition, major rivers include the following: Canadian River, Prairie Dog Town Fork of the Red River, and Red River.

## APPENDIX B



Original Copy – October 15, 2018  
Revised Copy - November 13, 2018

Mr. William Wallace  
Nathan D Maier Consulting Engineers Inc.  
12377 Merit Drive, Suite 700  
Dallas, Texas 75251

Telephone: 214-739-5961  
E-mail: bwallace@ndmc.com

Re: Sediment Characterization Summary  
Vitruvian Lake Sediment Collection  
3966 Vitruvian Way  
Addison, Texas  
Terracon Project No. 94185091

Dear Mr. Wallace:

Terracon Consultants, Inc. (Terracon) collected sediment samples from the Vitruvian Park man-made lake located at 3966 Vitruvian Way in Addison, Texas, in general accordance with Terracon's Proposal No. P94185091, April 4, 2018. Terracon understands that the Town of Addison intends to dredge sediment from the bottom of Vitruvian Lake and the Town of Addison will evaluate deposition options of the dredging spoils based the results of the testing summarized below.

On August 28, 2018, Terracon collected five sediment samples from the on-site man-made lake to evaluate chemicals of concern (COCs) in sediment for potential off-site reuse options and/or waste characterization purposes. A diagram depicting the approximate sample locations is attached to this letter as Exhibit A. Samples were collected at each sample location utilizing a polyvinyl chloride (PVC) tube sampler with a piston assembly to recover samples. The sediment sampling was conducted from a flat bottom aluminum boat. Non-dedicated sampling equipment was cleaned using an Alconox® wash and potable water rinse prior to the beginning of the project and before collecting each sediment sample.

Terracon's sediment sampling program involved collecting one sample from each location (up to 5 total samples) which were assigned for laboratory analysis of total petroleum hydrocarbons (TPH) by TX 1005 Method, volatile organic compounds (VOCs) by EPA Method 8260, semi-volatile organic compounds (SVOCs) by EPA Method 8270, herbicides by EPA Method 8151, organochlorine pesticides by EPA Method 8081, polychlorinated biphenyls (PCBs) by EPA Method 8082, total Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6020/7471. After review of the analytical results, sample S-2 was analyzed for lead by toxicity characteristic leaching procedure (TCLP) by EPA Method 1311/6020. In addition, the sediment samples were submitted for laboratory testing for Atterberg Limits by ASTM D4318, and Grain Size analysis per ASTM D6913. Copies of the laboratory analytical reports are attached to this letter.

Terracon Consultants, Inc. 8901 Carpenter Freeway, Suite 100, Dallas, Texas 75247  
P 214-630-1010 F 214-630-1010 [terracon.com](http://terracon.com)



## Sediment Characterization Summary

Vitruvian Lake Sediment Collection ■ Addison, Texas

November 13, 2018 ■ Terracon Project No. 94185091



Sediment samples were collected and placed in laboratory-prepared glassware containing the appropriate preservative, labeled, and placed on ice in sample coolers. The sample cooler was secured with a custody seal and shipped to the selected analytical laboratory. The sample cooler and completed chain-of-custody forms were relinquished to Pace Analytical National Center for Testing & Innovation (Pace) in Mount Juliet, Tennessee for analysis on normal turnaround. The Atterberg Limits and Grain Size testing was completed by Terracon's Dallas geotechnical laboratory.

The following table below describes the materials encountered at each location.

Location	Materials Encountered
SW-1	Gravel
SW-2	Branches and Leaves with Fine Silt
SW-3	Olive Brown/ Dark Brown Clay
SW-4	Brown Clay with Gravel and Organics
SW-5	Brown Clay with Gravel and Calcareous Nodes

The following table below describes the results of the soils encountered from the appropriate Atterberg and Sieve Analysis tests.

Location	Liquid Limit	Plastic Limit	Plasticity Index	% Fines
SW-1	-	-	-	23.3
SW-2	-	-	-	89.0
SW-3	71	30	41	42.0
SW-4	78	21	57	0
SW-5	61	22	39	42.0

Non-plastic sediments were encountered at locations SW-1 and SW-2. Grain size analysis test were performed on these samples.

Since the Town of Addison intends to dredge sediment from the bottom of Vitruvian Lake and either deposit the dredging spoils for re-use or dispose of the dredging spoils off-site, dependent upon on the results of the analytical testing, the ecological receptor pathway, the direct human contact sediment pathway, and human health surface water pathway are not applicable and therefore not evaluated.

To evaluate sediment for potential re-use options, COC concentrations were compared to Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction Program (TRRP – 30 TAC §350) Residential Tier 1 Protective Concentration Levels (PCLs) for the soil leaching to groundwater exposure pathway assuming a 0.5-acre source area and Class 1 groundwater (<sup>GW</sup>Soil<sub>Ing</sub>). For the purposes on this project the Residential <sup>GW</sup>Soil<sub>Ing</sub> PCL is the TRRP Assessment Level (AL)

## Sediment Characterization Summary

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The detected metals concentrations in sediments were also compared to their TRRP Texas-Specific Background Concentrations (TSBCs). In cases where the TSBC is greater than the lowest PCL, the comparable TRRP AL is the TSBC.

Terracon also compared the results to TRRP Residential Tier 1 PCLs for the Total-Soil-Combined ( $T^{Tot}Soil_{Comb}$ ) exposure pathway. This pathway evaluates combined exposures from incidental ingestion, dermal contact, inhalation of vapors and particulates in outdoor settings, and the ingestion of above-ground and below-ground vegetables grown in soil.

Since landfill disposal is a potential option, COC concentrations were also compared to Class 1 Non-Hazardous and EPA Hazardous Regulatory Limits defined in the TCEQ *Guidelines for the Classification and Coding of Industrial and Hazardous Wastes*, revised November 2014.

Constituent concentrations qualified with J-flag (J) indicate the constituent was detected at a concentration above the laboratory sample detection limit (SDL), but below the laboratory method quantitation limit (MQL). Constituent concentrations qualified with a J-flag are considered estimated values.

Laboratory analytical results indicate TPH was detected in two samples, S-2 and S-3, above laboratory SDLs; however, the detected concentrations were below the TRRP AL. Several VOCs, including toluene, ethylbenzene, 1,2,3-trichlorobenzene, 1,2,4-trichlorobenzene, 2-Butanone, 4-methyl-2-pentanone, and acetone were detected above laboratory SDLs; however, the detected concentrations were below their respective TRRP AL. Various PAHs were detected in each sample above laboratory SDLs; however, the detected concentrations were below their respective TRRP AL. Herbicides, organochlorine pesticides, and PCBs were not detected above laboratory SDLs.

RCRA 8 metals, including arsenic and lead, were detected at concentrations exceeding their TRRP AL, with maximum concentrations of 31.8 milligrams per kilogram (mg/kg) and 30.0 mg/kg, respectively. The arsenic concentrations in sample S-1 (31.8 mg/kg) also exceeds the TRRP Residential  $T^{Tot}Soil_{Comb}$  PCL of 24 mg/kg.

The detected concentrations of lead in sediment sample S-2 was equivalent to the Class I non-hazardous equivalent waste regulatory limit and was submitted for toxicity TCLP lead analysis. TCLP lead was not detected above laboratory SDLs for sample S-2; therefore, the sediment meets the Class 2 non-hazardous equivalent waste criteria for lead. The remaining detected COCs total values were below their respective Class I non-hazardous equivalent waste regulatory limits; therefore, the sediment meets the criteria for Class 2 non-hazardous equivalent waste.

Laboratory analytical results for each of the five sediment samples indicate that chemicals of concern do not exceed TRRP Commercial/Industrial Assessment Levels or  $T^{Tot}Soil_{Comb}$  PCLs. Therefore, the sediment meets the re-use criteria for Commercial/Industrial properties. Due to the presence of arsenic that exceeds the TRRP Residential  $T^{Tot}Soil_{Comb}$  PCL, Terracon recommends limiting sediment re-use



## Sediment Characterization Summary

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options to Commercial/Industrial use properties if the sediment is not disposed at an approved landfill. To limit risk, Terracon recommends that the sediment not be re-used on properties that are currently residential or planned for residential use. 30 Texas Administrative Codes (TAC) 350 (§350.4(a)(74)) defines residential properties as *property used for dwellings such as single family houses and multi-family apartments, children's homes, nursing homes, and residential portions of government-owned lands (local, state, or federal)*. Because of the similarity of exposure potential and the sensitive nature of the potentially exposed population, day care facilities, educational facilities, hospitals, and parks (local, state, or federal) shall also be considered residential.

The following management options are applicable for the sediment to be dredged from Vitruvian Lake:

- n Sediment may not be re-used on the site since the site is developed as a park with adjoining multi-family apartments, which is considered Residential use. The sediment cannot be re-used on other residential properties or properties planned for residential use.
- n If sediment is exported from the site:
  - o The sediment may be transported to other Town of Addison owned commercial/industrial properties. The property address and proposed new location should be provided to the Town of Addison for approval prior to exporting the sediment to the proposed location. The volume of soils taken to the subject property should be recorded and provided to the Town of Addison for their records.
  - o The sediment may be transported to another Commercial/Industrial use property. The receiving property owner should be provided with information on the origin/contents of the sediment along with a copy of the analytical documentation (i.e. the COCs and their respective concentrations). In addition, the Generator (the Town of Addison) should obtain the receiving property owner's written consent prior to transporting the sediment.
  - o The sediment may be disposed at an approved landfill. The analytical results indicate that the sediment meets the criteria for Class 2 non-hazardous equivalent waste.
  - o Sediment should not be transported to a third-party soil yard or pit where the Generator does not have control over their re-use and distribution.
  - o Sediment should not remain unvegetated and exposed to rainfall and potential erosional runoff. Additionally, sediment should not be placed in or proximate to ecologically sensitive area (i.e. surface water bodies [ponds, lakes, reservoirs, creeks, streams, rivers, ditches] floodplains, wetlands, estuaries, wildlife habitats, or any other areas deemed potential sensitive).

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, express or implied, regarding the findings, conclusions, or recommendations.

**Sediment Characterization Summary**

Vitruvian Lake Sediment Collection ■ Addison, Texas

November 13, 2018 ■ Terracon Project No. 94185091

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Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during these services. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

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If you should have any questions or comments regarding letter, please contact either of the undersigned at 214-630-1010.

Sincerely,

**Terracon Consultants, Inc.**

Michael Nibert, CHMM, C.E.M.  
Group Manager



Lance Crabtree, P.G.  
Senior Project Manager

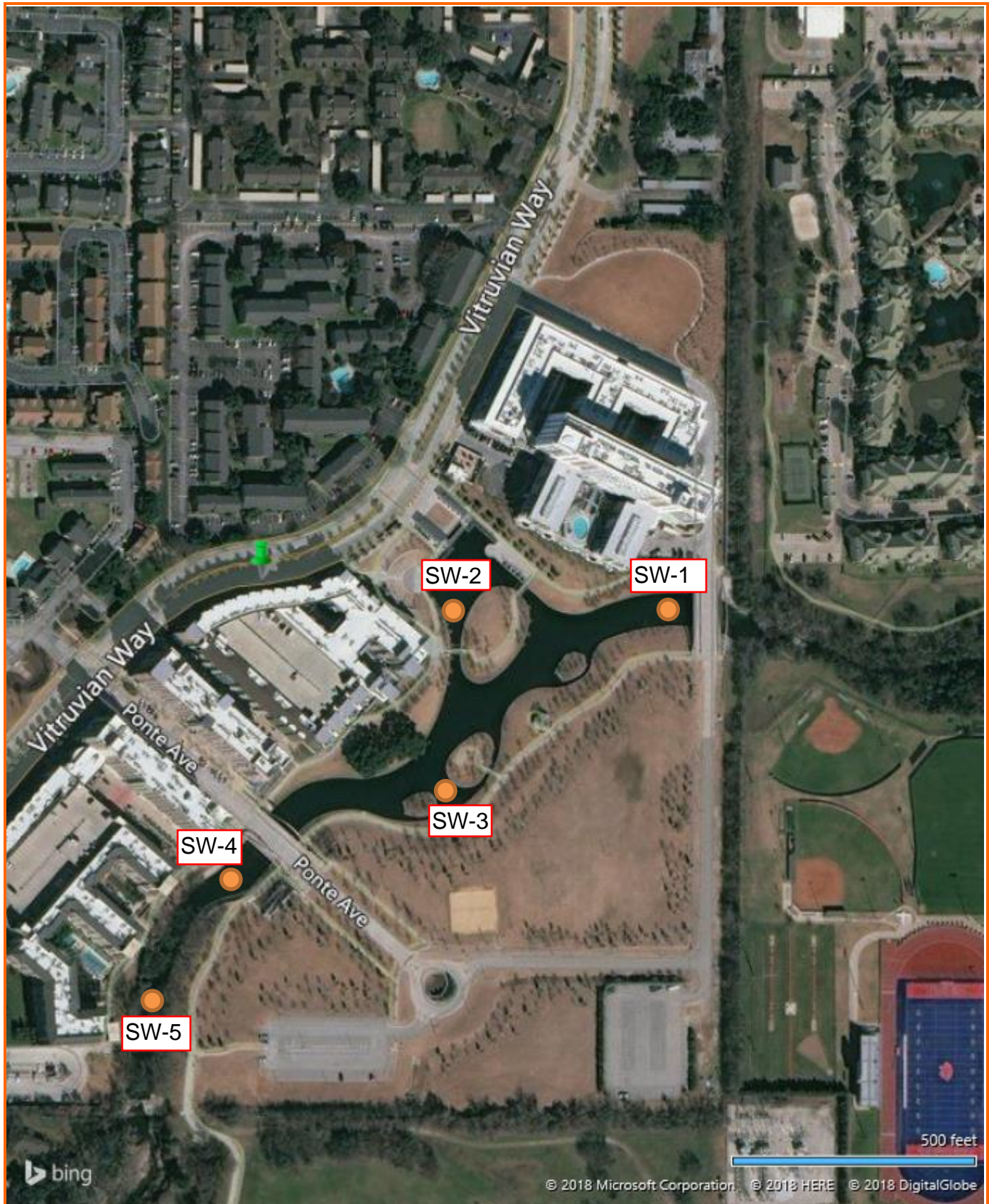
Enclosures: Exhibit A – Sample Locations  
Table 1 – Sediment Analytical Results Summary  
Laboratory Analytical Reports



## EXHIBIT A - SAMPLE LOCATIONS

Vitruvian Lake Sediment Collection ■ Addison, TX  
October 4, 2018 ■ Terracon Proposal No. P94185091

Terracon



● Approximate Sampling Locations

**Table 1**  
**Analytical Results Summary**  
**Vitruvian Lake**  
**Addison, Texas**  
**Project No. 94185091**

Parameter	Method	TRRP Action Level <sup>1</sup>	TRRP Assessment Level <sup>2</sup>	Total-Soil-Comb	Total-Soil-Comb	Sample Identifier				
		Residential	Commercial/ Industrial	Residential	Commercial/ Industrial	S-1(0-2)	S-2(0-2)	S-3(0-2)	S-4(0-2)	S-5(0-2)
						0-2'	0-2'	0-2'	0-2'	0-2'
						8/28/2018	8/28/2018	8/28/2018	8/28/2018	8/28/2018
RCRA metals (mg/kg)										
Arsenic	EPA 6020	5.9	5.9	24	200	31.8	7.75	7.69	9.58	10.9
Barium	EPA 6020	440	440	8100	120,000	272	137	140	138	154
Cadmium	EPA 6020	1.5	1.5	52	1.5	0.354 J	0.591 J	0.624 J	0.346 J	0.308 J
Chromium	EPA 6020	2,400	2,400	33,000	120,000	13.8	27.0	28.6	22.8	27.8
Lead	EPA 6020	15	15	500	1600	8.01	30.0	29.7	11.6	15.6
Selenium	EPA 6020	2.3	2.3	310	4900	0.697	1.40 J	2.01	0.754	0.765
Mercury (pH=6.8)	EPA 7471B	2.1	2.1	8.3	19	0.0116 J	0.0805	0.0871	0.0227 J	0.0273
Toxicity Characteristic Leaching Procedure (TCLP) (mg/L)										
Lead	EPA 6020B/1311	N/A	N/A	N/A	N/A	---	< SDL*	---	---	---
Total Petroleum Hydrocarbons (TPH) (mg/kg)										
C6-C12	TX 1005	65	190	1,600	3,900	< 17.0	< 54.5	< 49.3	< 20.1	< 19.6
>C12-C28	TX 1005	200	590	2,300	12,000	< 17.0	60.6 J	51.3 J	< 20.1	< 19.6
>C28-C35	TX 1005	200	590	2,300	12,000	< 17.0	< 54.5	< 49.3	< 20.1	< 19.6
C6-C35	TX 1005	N/A	N/A	N/A	N/A	< 17.0	60.6 J	51.3 J	< 20.1	< 19.6
Volatile Organic Compounds (VOC) (mg/kg)										
Toluene	EPA 8260B	8.2	8.2	5900	42000	0.00170	0.00642	0.0129	0.00189	< 0.00164
Ethylbenzene	EPA 8260B	7.6	7.6	6400	29000	< 0.000601	< 0.00202	0.00227	< 0.000709	< 0.000694
1,2,3-Trichlorobenzene	EPA 8260B	26	79	120	350	< 0.00130	0.00729	0.0148	< 0.00154	< 0.00151
1,2,4-Trichlorobenzene	EPA 8260B	4.8	4.8	120	200	< 0.00132	0.00543	0.00520	< 0.00155	< 0.00152
2-Butanone (MEK)	EPA 8260B	29	87	40000	190000	< 0.0142	0.0632	0.122	< 0.0167	< 0.0164
4-Methyl-2-pentanone (MIBK)	EPA 8260B	4.9	15	5900	41000	< 0.0113	< 0.0382	0.0409	< 0.0134	< 0.0131
Acetone	EPA 8260B	43	130	66000	440000	< 0.0155	0.377	0.572	< 0.0183	0.0659
Semi-Volatile Organic Compounds (SVOCs) (mg/kg)										
Anthracene	EPA 8270	6,900	21,000	18,000	190,000	0.0374	< 0.0191	< 0.415	< 0.00846	< 0.0166
Benzo(a)anthracene	EPA 8270	41	170	41	170	0.191	0.0500	0.430	< 0.00573	< 0.0112
Benzo(a)pyrene	EPA 8270	4.1	7.6	4.1	17	0.185	0.0669	0.549	< 0.00733	< 0.0144
Benzo(b)fluoranthene	EPA 8270	42	170	42	170	0.301	0.129	1.21	< 0.00930	0.0200
Benzo(g,h,i)perylene	EPA 8270	1,800	19,000	1,800	19,000	0.0733	0.0366	< 0.474	< 0.00965	< 0.0189
Benzo(k)fluoranthene	EPA 8270	420	1700	420	1700	0.118	0.0539	< 0.382	< 0.00779	< 0.0152
Chrysene	EPA 8270	4100	17000	4100	17000	0.237	0.0972	0.693	< 0.00743	0.0151
Dibenz(a,h)anthracene	EPA 8270	4	17	4	17	0.331	< 0.0249	< 0.540	< 0.0110	< 0.0215
Fluoranthene	EPA 8270	1,900	5,700	2,300	25,000	0.537	0.166	1.44	0.00687	0.0333
Indeno(1,2,3-cd)pyrene	EPA 8270	42	170	42	170	1.20	1.01	< 0.507	< 0.0103	< 0.0202
Phenanthrene	EPA 8270	420	1200	1700	19000	0.222	0.0345	0.381	< 0.00707	< 0.0138
Pyrene	EPA 8270	1,100	3,300	1,700	19,000	0.336	0.103	0.841	< 0.0165	< 0.0322
Herbicides (mg/kg)										
< SDLs	EPA 8151	N/A	N/A	N/A	N/A	< SDLs	< SDLs	< SDLs	< SDLs	< SDLs
Organochlorine Pesticides (mg/kg)										
< SDLs	EPA 8081	N/A	N/A	N/A	N/A	< SDLs	< SDLs	< SDLs	< SDLs	< SDLs
Polychlorinated Biphenyls (PCBs) (mg/kg)										
< SDLs	EPA 8082	N/A	N/A	N/A	N/A	< SDLs	< SDLs	< SDLs	< SDLs	< SDLs

**Notes**

1. Texas Risk Reduction Program (TRRP) Action Levels as defined in the TCEQ guidance *Determining Which Releases are Subject to TRRP*, revised November 19, 2010

2. TRRP Assessment Level based on Commercial/Industrial land use

\*EPA Hazardous Regulatory Limit = 5 mg/L (as defined in the TCEQ Guidelines for the Classification and Coding of Industrial and Hazardous Wastes, revised November 2014)

Only constituents detected above the laboratory sample detection limit (SDL) are reported

<SDL = Constituent not detected above the indicated laboratory SDL

J = Estimated value, constituent detected above laboratory SDL but below the method quantitation limit (MQL)

N/A = Not applicable

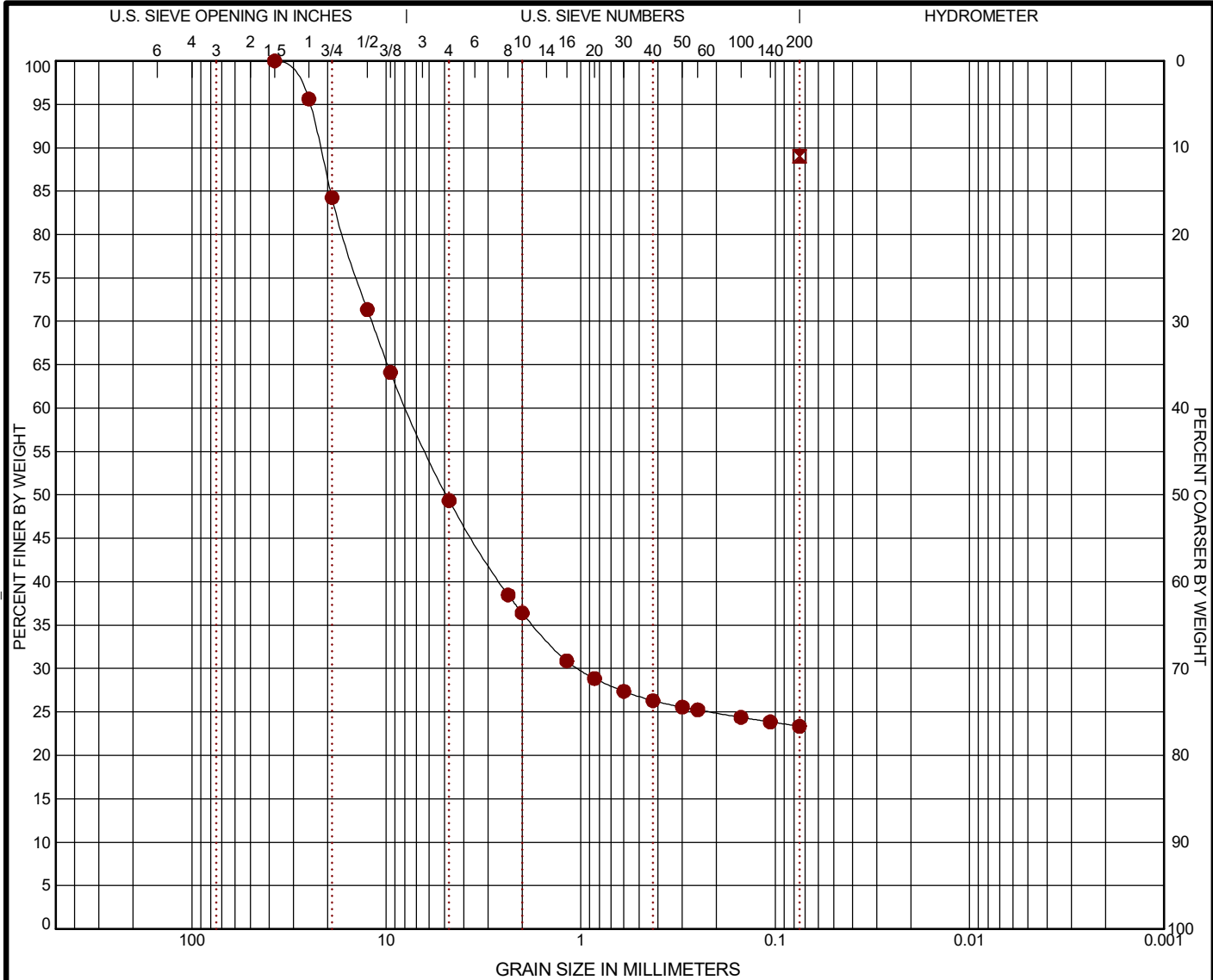
--- = Not analyzed

**Bold denotes concentrations exceeding Action Levels**

# GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: AASHTO DESC-1 94185091 VITRUVIAN LAKE SE.GPJ TERRACON\_DATATEMPLATE.GDT 11/13/18



COBBLES	GRAVEL		SAND			SILT OR CLAY			
	coarse	fine	coarse	medium	fine				

BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
1	0 - 2	0.0	50.6	26.0		23.3		
2	0 - 2					89.0		

GRAIN SIZE				SOIL DESCRIPTION			
D <sub>60</sub>	7.832						
D <sub>30</sub>	1.023						
D <sub>10</sub>							
COEFFICIENTS				REMARKS			
C <sub>c</sub>							
C <sub>u</sub>							

Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
1 1/2"	100.0	#200	89.02		
1"	95.61				
3/4"	84.26				
1/2"	71.35				
3/8"	64.11				
#4	49.35				
#8	38.48				
#10	36.41				
#16	30.88				
#20	28.85				
#30	27.38				
#40	26.29				
#50	25.56				
#60	25.24				
#100	24.38				
#140	23.86				
#200	23.35				

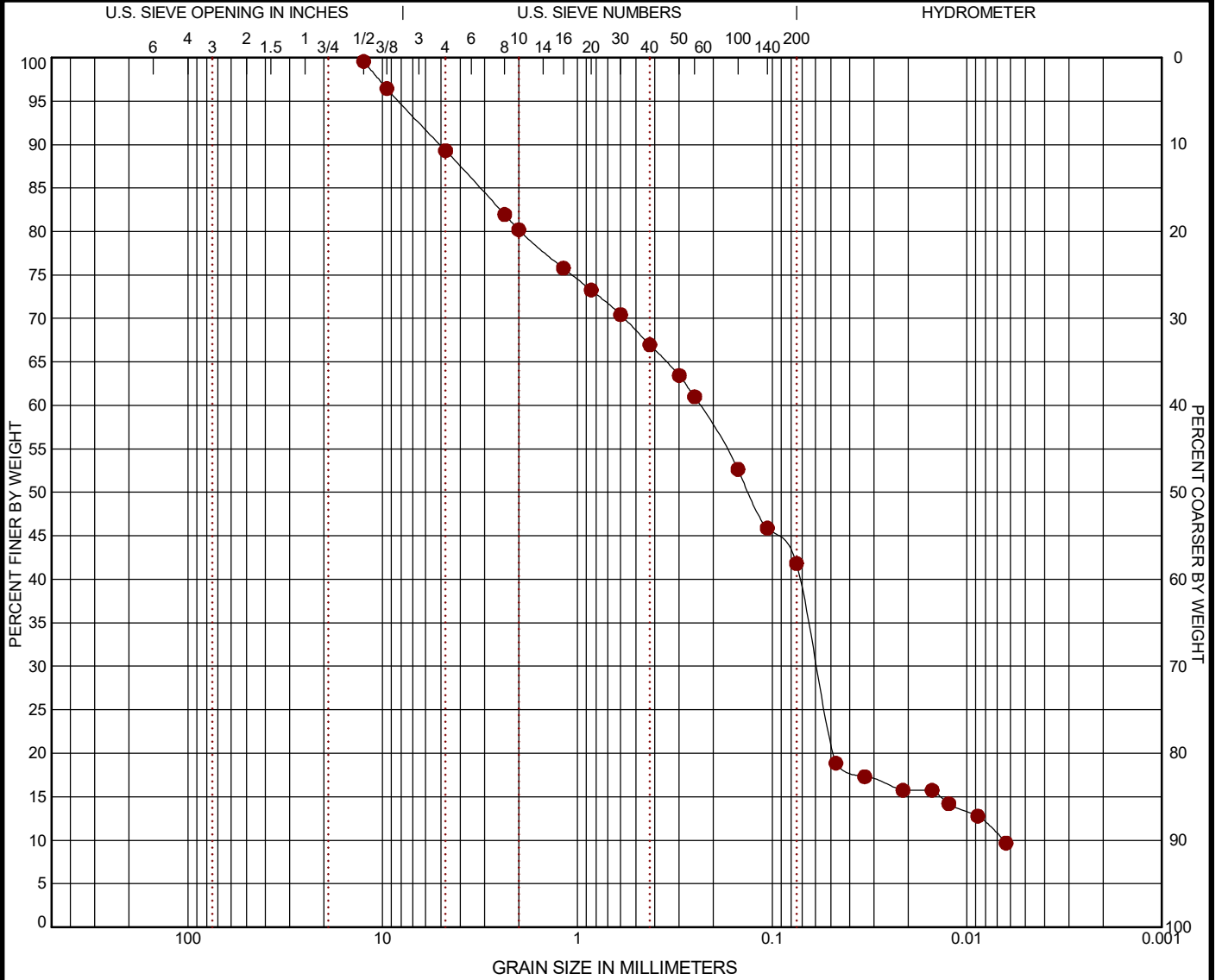
PROJECT: Vitruvian Lake Sediment Collection	PROJECT NUMBER: 94185091
SITE: 3966 Vitruvian Way Addison, TX	CLIENT: Nathan D Maier Consulting Engrs Inc Dallas, TX
	EXHIBIT: B-1

**Terracon**  
8901 Carpenter Fwy, Ste 100  
Dallas, TX

# GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS 1 94185091 VITRUVIAN LAKE SE.GPJ TERRACON\_DATATEMPLATE.GDT 10/1/18



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
3	0 - 2		10.2	47.5		41.8		SC

GRAIN SIZE			
D <sub>60</sub>	0.235		
D <sub>30</sub>	0.059		
D <sub>10</sub>	0.007		
COEFFICIENTS			
C <sub>c</sub>	2.27		
C <sub>u</sub>	36.04		

Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
1/2"	99.55				
3/8"	96.43				
#4	89.3				
#8	81.95				
#10	80.2				
#16	75.78				
#20	73.27				
#30	70.44				
#40	66.97				
#50	63.44				
#60	60.99				
#100	52.65				
#140	45.89				
#200	41.82				

SOIL DESCRIPTION
CLAYEY SAND (SC)
REMARKS

PROJECT: Vitruvian Lake Sediment Collection

SITE: 3966 Vitruvian Way  
Addison, TX

**Terracon**  
8901 Carpenter Fwy, Ste 100  
Dallas, TX

PROJECT NUMBER: 94185091

CLIENT: Nathan D Maier Consulting Engrs Inc  
Dallas, TX

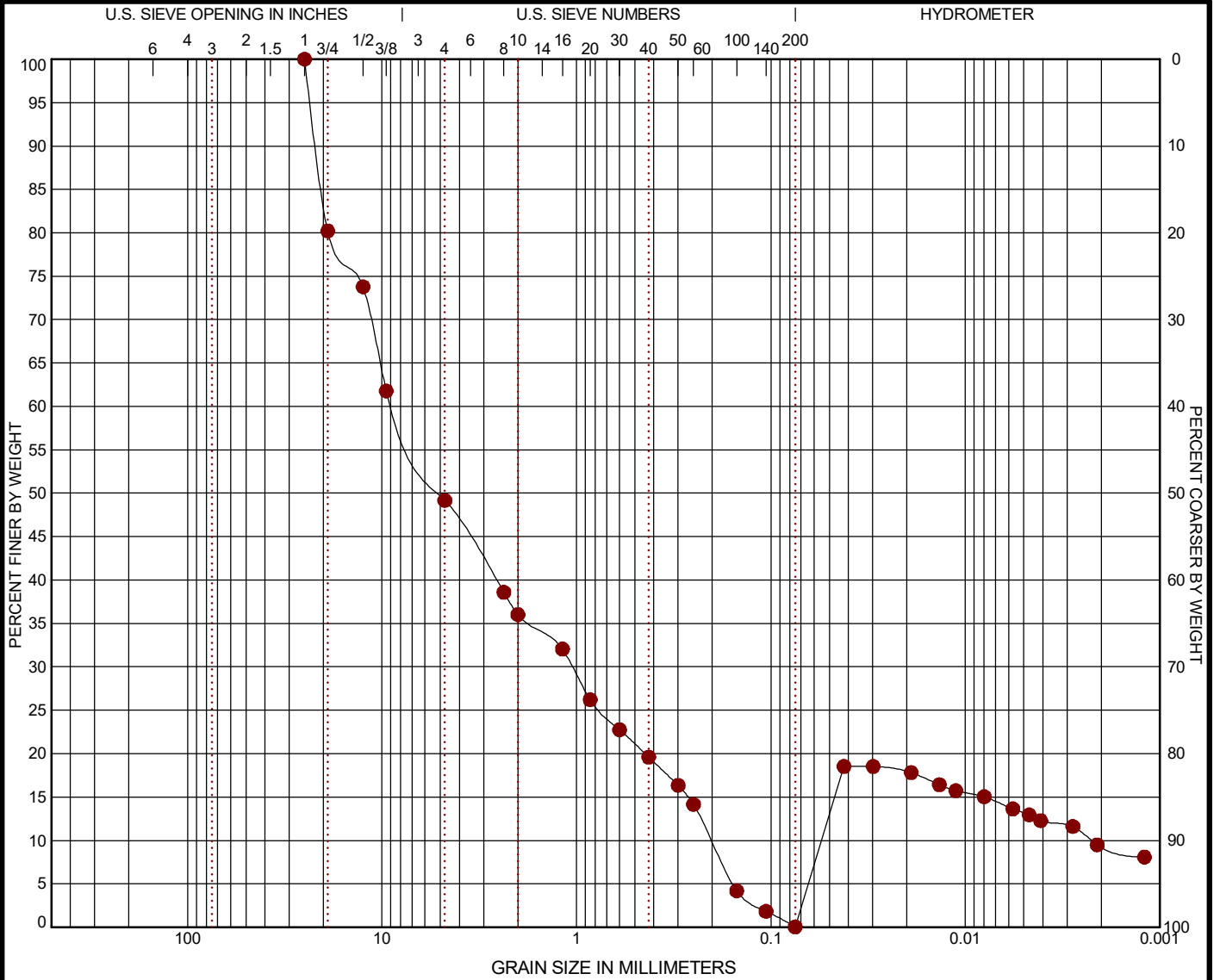
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# GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS 1 94185091 VITRUVIAN LAKE SE.GPJ TERRACON\_DATATEMPLATE.GDT 10/1/18



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
4	0 - 2	0.0	50.8	49.1	-13.1		13.2	GP

GRAIN SIZE			
D <sub>60</sub>	8.613		
D <sub>30</sub>	1.052		
D <sub>10</sub>	0.002		
COEFFICIENTS			
C <sub>c</sub>	57.06		
C <sub>u</sub>	3827.16		

Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
1"	100.0				
3/4"	80.21				
1/2"	73.78				
3/8"	61.78				
#4	49.17				
#8	38.58				
#10	36.02				
#16	32.05				
#20	26.21				
#30	22.74				
#40	19.59				
#50	16.34				
#60	14.15				
#100	4.19				
#140	1.83				
#200	0.04				

SOIL DESCRIPTION
POORLY GRADED GRAVEL with SAND (GP)
REMARKS

PROJECT: Vitruvian Lake Sediment Collection

SITE: 3966 Vitruvian Way  
Addison, TX

**Terracon**  
8901 Carpenter Fwy, Ste 100  
Dallas, TX

PROJECT NUMBER: 94185091

CLIENT: Nathan D Maier Consulting Engrs Inc  
Dallas, TX

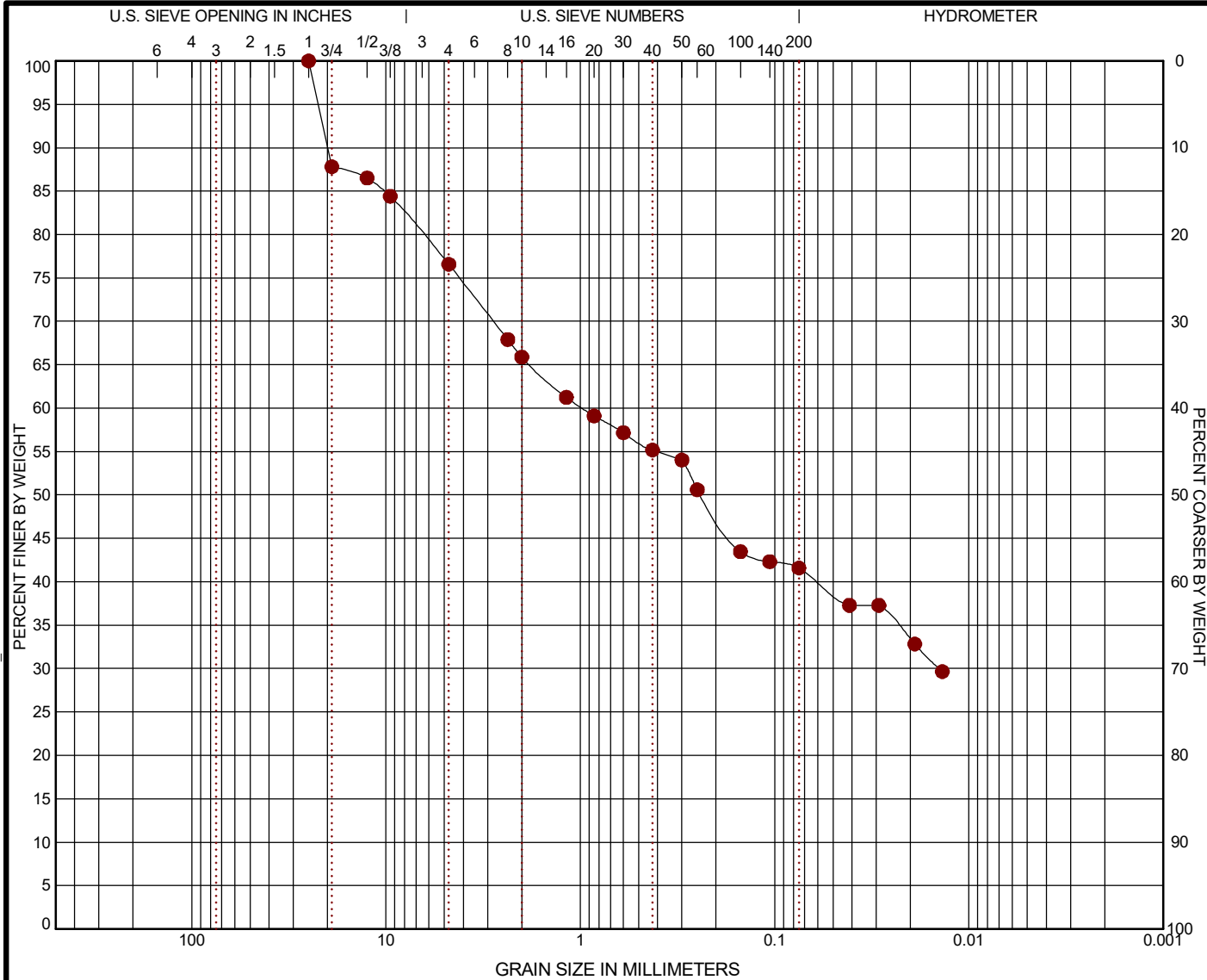
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# GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS 1 94185091 VITRUVIAN LAKE SE.GPJ TERRACON\_DATATEMPLATE.GDT 10/1/18



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
5	0 - 2	0.0	23.4	35.0		41.6		SC

GRAIN SIZE			
D <sub>60</sub>	0.976		
D <sub>30</sub>	0.014		
D <sub>10</sub>			
COEFFICIENTS			
C <sub>c</sub>			
C <sub>u</sub>			

Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
1"	100.0				
3/4"	87.8				
1/2"	86.5				
3/8"	84.4				
#4	76.6				
#8	67.9				
#10	65.9				
#16	61.2				
#20	59.1				
#30	57.1				
#40	55.1				
#50	54.0				
#60	50.5				
#100	43.4				
#140	42.3				
#200	41.5				

SOIL DESCRIPTION
CLAYEY SAND with GRAVEL (SC)
REMARKS

PROJECT: Vitruvian Lake Sediment Collection

SITE: 3966 Vitruvian Way  
Addison, TX

**Terracon**  
8901 Carpenter Fwy, Ste 100  
Dallas, TX

PROJECT NUMBER: 94185091

CLIENT: Nathan D Maier Consulting Engrs Inc  
Dallas, TX

EXHIBIT: B-1

September 11, 2018

## Terracon - Dallas, TX

Sample Delivery Group: L1022277  
Samples Received: 08/31/2018  
Project Number: 94185091  
Description: Vitruvian Lake

Report To: Mike Nibert  
8901 John W Carpenter Fwy, Ste 100  
Dallas, TX 75247

Entire Report Reviewed By:



Chris McCord  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace National is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



Cp: Cover Page	1
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<sup>1</sup> Cp
<sup>2</sup> Tc
<sup>3</sup> Ss
<sup>4</sup> Cn
<sup>5</sup> Tr
<sup>6</sup> Sr
<sup>7</sup> Qc
<sup>8</sup> Gl
<sup>9</sup> Al
<sup>10</sup> Sc

# SAMPLE SUMMARY

ONE LAB. NATIONWIDE.



## S-1 (0-2) L1022277-01 Solid

Collected by  
Payne Spudic

Collected date/time  
08/28/18 12:35

Received date/time  
08/31/18 08:45

<sup>1</sup> Cp

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG1161816	1	09/06/18 13:54	09/06/18 14:09	JD
Mercury by Method 7471A	WG1160907	1	09/03/18 09:08	09/04/18 09:07	EL
Metals (ICPMS) by Method 6020	WG1160936	5	09/04/18 09:19	09/05/18 15:27	JPD
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1163010	1	08/28/18 12:35	09/08/18 22:15	JHH
Semi-Volatile Organic Compounds (GC) by Method TX 1005	WG1160915	1	09/03/18 08:16	09/05/18 04:48	DMW
Chlorinated Acid Herbicides (GC) by Method 8151	WG1161077	1	09/04/18 09:29	09/07/18 05:01	TD
Pesticides (GC) by Method 8081	WG1161301	1	09/04/18 16:58	09/05/18 15:25	VKS
Polychlorinated Biphenyls (GC) by Method 8082	WG1161301	1	09/04/18 16:58	09/05/18 12:19	TD
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1161580	2	09/05/18 12:11	09/07/18 06:14	LEA

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Tr

<sup>6</sup> Sr

## S-2 (0-2) L1022277-02 Solid

Collected by  
Payne Spudic

Collected date/time  
08/28/18 13:35

Received date/time  
08/31/18 08:45

<sup>7</sup> Qc

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG1161816	1	09/06/18 13:54	09/06/18 14:09	JD
Mercury by Method 7471A	WG1160907	1	09/03/18 09:08	09/04/18 09:10	EL
Metals (ICPMS) by Method 6020	WG1160936	5	09/04/18 09:19	09/05/18 16:04	JPD
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1161718	1.26	08/28/18 13:35	09/05/18 16:35	JHH
Semi-Volatile Organic Compounds (GC) by Method TX 1005	WG1160915	1.2	09/03/18 08:16	09/05/18 05:42	DMW
Chlorinated Acid Herbicides (GC) by Method 8151	WG1161077	1	09/04/18 09:29	09/07/18 05:14	TD
Pesticides (GC) by Method 8081	WG1161301	1	09/04/18 16:58	09/05/18 15:37	VKS
Polychlorinated Biphenyls (GC) by Method 8082	WG1161301	1	09/04/18 16:58	09/05/18 12:34	TD
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1161580	1	09/05/18 12:11	09/07/18 03:08	LEA

<sup>8</sup> Gl

<sup>9</sup> Al

<sup>10</sup> Sc

## S-3 (0-2) L1022277-03 Solid

Collected by  
Payne Spudic

Collected date/time  
08/28/18 14:15

Received date/time  
08/31/18 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG1161816	1	09/06/18 13:54	09/06/18 14:09	JD
Mercury by Method 7471A	WG1160907	1	09/03/18 09:08	09/04/18 09:12	EL
Metals (ICPMS) by Method 6020	WG1160936	5	09/04/18 09:19	09/05/18 16:09	JPD
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1161718	1.24	08/28/18 14:15	09/05/18 16:54	JHH
Semi-Volatile Organic Compounds (GC) by Method TX 1005	WG1160915	1	09/03/18 08:16	09/05/18 05:56	DMW
Chlorinated Acid Herbicides (GC) by Method 8151	WG1162626	6.01	09/07/18 06:37	09/08/18 00:55	VKS
Pesticides (GC) by Method 8081	WG1161301	1	09/04/18 16:58	09/05/18 15:50	VKS
Polychlorinated Biphenyls (GC) by Method 8082	WG1161301	1	09/04/18 16:58	09/05/18 12:50	TD
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1161580	20	09/05/18 12:11	09/09/18 21:10	JF

## S-4 (0-2) L1022277-04 Solid

Collected by  
Payne Spudic

Collected date/time  
08/28/18 15:40

Received date/time  
08/31/18 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG1161816	1	09/06/18 13:54	09/06/18 14:09	JD
Mercury by Method 7471A	WG1160907	1	09/03/18 09:08	09/04/18 09:15	EL
Metals (ICPMS) by Method 6020	WG1160936	5	09/04/18 09:19	09/05/18 16:14	JPD
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1161718	1	08/28/18 15:40	09/05/18 17:13	JHH
Semi-Volatile Organic Compounds (GC) by Method TX 1005	WG1160915	1	09/03/18 08:16	09/05/18 05:02	DMW
Chlorinated Acid Herbicides (GC) by Method 8151	WG1162626	1	09/07/18 06:37	09/08/18 01:09	VKS
Pesticides (GC) by Method 8081	WG1161301	1	09/04/18 16:58	09/05/18 16:02	VKS
Polychlorinated Biphenyls (GC) by Method 8082	WG1161301	1	09/04/18 16:58	09/05/18 13:06	TD
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1161580	1	09/05/18 12:11	09/07/18 03:31	LEA

# SAMPLE SUMMARY

ONE LAB. NATIONWIDE.



S-5 (0-2) L1022277-05 Solid

Collected by  
Payne Spudic

Collected date/time  
08/28/18 16:05

Received date/time  
08/31/18 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG1161816	1	09/06/18 13:54	09/06/18 14:09	JD
Mercury by Method 7471A	WG1160907	1	09/03/18 09:08	09/04/18 09:17	EL
Metals (ICPMS) by Method 6020	WG1160936	5	09/04/18 09:19	09/05/18 16:18	JPD
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1161718	1	08/28/18 16:05	09/05/18 17:32	JHH
Semi-Volatile Organic Compounds (GC) by Method TX 1005	WG1160915	1	09/03/18 08:16	09/05/18 05:15	DMW
Chlorinated Acid Herbicides (GC) by Method 8151	WG1162626	1	09/07/18 06:37	09/08/18 01:23	VKS
Pesticides (GC) by Method 8081	WG1161301	1	09/04/18 16:58	09/05/18 16:40	VKS
Polychlorinated Biphenyls (GC) by Method 8082	WG1161301	1	09/04/18 16:58	09/05/18 13:22	TD
Semi Volatile Organic Compounds (GC/MS) by Method 8270C	WG1161580	2	09/05/18 12:11	09/07/18 05:51	LEA

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Tr

<sup>6</sup> Sr

<sup>7</sup> Qc

<sup>8</sup> Gl

<sup>9</sup> Al

<sup>10</sup> Sc



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Chris McCord  
Project Manager

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Tr

<sup>6</sup> Sr

<sup>7</sup> Qc

<sup>8</sup> Gl

<sup>9</sup> Al

<sup>10</sup> Sc



This data package consists of this signature page, the laboratory review checklist, and the following reportable data as applicable:

- R1 - Field chain-of-custody documentation;
- R2 - Sample identification cross-reference;
- R3 - Test reports (analytical data sheets) for each environmental sample that includes:
  - a. Items consistent with NELAC Chapter 5,
  - b. dilution factors,
  - c. preparation methods,
  - d. cleanup methods, and
  - e. if required for the project, tentatively identified compounds (TICs).
- R4 - Surrogate recovery data including:
  - a. Calculated recovery (%R), and
  - b. The laboratory's surrogate QC limits.
- R5 - Test reports/summary forms for blank samples;
- R6 - Test reports/summary forms for laboratory control samples (LCSs) including:
  - a. LCS spiking amounts,
  - b. Calculated %R for each analyte, and
  - c. The laboratory's LCS QC limits.
- R7 - Test reports for project matrix spike/matrix spike duplicates (MS/MSDs) including:
  - a. Samples associated with the MS/MSD clearly identified,
  - b. MS/MSD spiking amounts,
  - c. Concentration of each MS/MSD analyte measured in the parent and spiked samples,
  - d. Calculated %Rs and relative percent differences (RPDs), and
  - e. The laboratory's MS/MSD QC limits
- R8 - Laboratory analytical duplicate (if applicable) recovery and precision:
  - a. The amount of analyte measured in the duplicate,
  - b. The calculated RPD, and
  - c. The laboratory's QC limits for analytical duplicates.
- R9 - List of method quantitation limits (MQLs) and detectability check sample results for each analyte for each method and matrix.
- R10 - Other problems or anomalies.

Release Statement: I am responsible for the release of this laboratory data package. This laboratory is NELAC accredited under the Texas Laboratory Accreditation Program for all the methods, analytes, and matrices reported in this data package except as noted in the Exception Reports. The data have been reviewed and are technically compliant with the requirements of the methods used, except where noted by the laboratory in the Exception Reports. By my signature below, I affirm to the best of my knowledge all problems/anomalies observed by the laboratory have been identified in the Laboratory Review Checklist, and no information affecting the quality of the data has been knowingly withheld.

Chris McCord  
Project Manager



# Laboratory Review Checklist: Reportable Data



Laboratory Name: ESC Lab Sciences			LRC Date: 09/11/2018 12:37				
Project Name: Vitruvian Lake			Laboratory Job Number: L1022277-01, 02, 03, 04 and 05				
Reviewer Name: Chris McCord			Prep Batch Number(s): WG1160907, WG1160915, WG1161301, WG1160936, WG1161580, WG1161077, WG1161816, WG1161718, WG1163010 and WG1162626				
# <sup>1</sup>	A <sup>2</sup>	Description	Yes	No	NA <sup>3</sup>	NR <sup>4</sup>	ER# <sup>5</sup>
R1	OI	Chain-of-custody (C-O-C)					
		Did samples meet the laboratory's standard conditions of sample acceptability upon receipt?	X				
		Were all departures from standard conditions described in an exception report?			X		
R2	OI	Sample and quality control (QC) identification					
		Are all field sample ID numbers cross-referenced to the laboratory ID numbers?	X				
		Are all laboratory ID numbers cross-referenced to the corresponding QC data?	X				
R3	OI	Test reports					
		Were all samples prepared and analyzed within holding times?	X				
		Other than those results < MQL, were all other raw values bracketed by calibration standards?		X			1
		Were calculations checked by a peer or supervisor?	X				
		Were all analyte identifications checked by a peer or supervisor?	X				
		Were sample detection limits reported for all analytes not detected?	X				
		Were all results for soil and sediment samples reported on a dry weight basis?	X				
		Were % moisture (or solids) reported for all soil and sediment samples?	X				
		Were bulk soils/solids samples for volatile analysis extracted with methanol per SW846 Method 5035?	X				
		If required for the project, are TICs reported?			X		
R4	O	Surrogate recovery data					
		Were surrogates added prior to extraction?	X				
		Were surrogate percent recoveries in all samples within the laboratory QC limits?		X			2
R5	OI	Test reports/summary forms for blank samples					
		Were appropriate type(s) of blanks analyzed?	X				
		Were blanks analyzed at the appropriate frequency?	X				
		Were method blanks taken through the entire analytical process, including preparation and, if applicable, cleanup procedures?	X				
		Were blank concentrations < MQL?	X				
R6	OI	Laboratory control samples (LCS):					
		Were all COCs included in the LCS?	X				
		Was each LCS taken through the entire analytical procedure, including prep and cleanup steps?	X				
		Were LCSs analyzed at the required frequency?	X				
		Were LCS (and LCSD, if applicable) %Rs within the laboratory QC limits?		X			3
		Does the detectability check sample data document the laboratory's capability to detect the COCs at the MDL used to calculate the SDLs?	X				
		Was the LCSD RPD within QC limits?		X			4
R7	OI	Matrix spike (MS) and matrix spike duplicate (MSD) data					
		Were the project/method specified analytes included in the MS and MSD?	X				
		Were MS/MSD analyzed at the appropriate frequency?	X				
		Were MS (and MSD, if applicable) %Rs within the laboratory QC limits?		X			5
		Were MS/MSD RPDs within laboratory QC limits?		X			6
R8	OI	Analytical duplicate data					
		Were appropriate analytical duplicates analyzed for each matrix?	X				
		Were analytical duplicates analyzed at the appropriate frequency?	X				
		Were RPDs or relative standard deviations within the laboratory QC limits?	X				
R9	OI	Method quantitation limits (MQLs):					
		Are the MQLs for each method analyte included in the laboratory data package?	X				
		Do the MQLs correspond to the concentration of the lowest non-zero calibration standard?	X				
		Are unadjusted MQLs and DCSs included in the laboratory data package?	X				
R10	OI	Other problems/anomalies					
		Are all known problems/anomalies/special conditions noted in this LRC and ER?	X				
		Was applicable and available technology used to lower the SDL to minimize the matrix interference effects on the sample results?	X				
		Is the laboratory NELAC-accredited under the Texas Laboratory Accreditation Program for the analytes, matrices and methods associated with this laboratory data package?	X				

1. Items identified by the letter "R" must be included in the laboratory data package submitted in the TRRP-required report(s). Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period.  
2. O = organic analyses; I = inorganic analyses (and general chemistry, when applicable);  
3. NA = Not applicable;  
4. NR = Not reviewed;  
5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).

# Laboratory Review Checklist: Supporting Data



Laboratory Name: ESC Lab Sciences		LRC Date: 09/11/2018 12:37					
Project Name: Vitruvian Lake		Laboratory Job Number: L1022277-01, 02, 03, 04 and 05					
Reviewer Name: Chris McCord		Prep Batch Number(s): WG1160907, WG1160915, WG1161301, WG1160936, WG1161580, WG1161077, WG1161816, WG1161718, WG1163010 and WG1162626					
# <sup>1</sup>	A <sup>2</sup>	Description	Yes	No	NA <sup>3</sup>	NR <sup>4</sup>	ER# <sup>5</sup>
S1	OI	Initial calibration (ICAL)					
		Were response factors and/or relative response factors for each analyte within QC limits?	X				
		Were percent RSDs or correlation coefficient criteria met?	X				
		Was the number of standards recommended in the method used for all analytes?	X				
		Were all points generated between the lowest and highest standard used to calculate the curve?	X				
		Are ICAL data available for all instruments used?	X				
		Has the initial calibration curve been verified using an appropriate second source standard?	X				
S2	OI	Initial and continuing calibration verification (ICCV and CCV) and continuing calibration blank (CCB):					
		Was the CCV analyzed at the method-required frequency?	X				
		Were percent differences for each analyte within the method-required QC limits?	X				
		Was the ICAL curve verified for each analyte?	X				
		Was the absolute value of the analyte concentration in the inorganic CCB < MDL?	X				
S3	O	Mass spectral tuning					
		Was the appropriate compound for the method used for tuning?	X				
		Were ion abundance data within the method-required QC limits?	X				
S4	O	Internal standards (IS)					
		Were IS area counts and retention times within the method-required QC limits?	X				
S5	OI	Raw data (NELAC Section 5.5.10)					
		Were the raw data (for example, chromatograms, spectral data) reviewed by an analyst?	X				
		Were data associated with manual integrations flagged on the raw data?	X				
S6	O	Dual column confirmation					
		Did dual column confirmation results meet the method-required QC?	X				
S7	O	Tentatively identified compounds (TICs)					
		If TICs were requested, were the mass spectra and TIC data subject to appropriate checks?			X		
S8	I	Interference Check Sample (ICS) results					
		Were percent recoveries within method QC limits?	X				
S9	I	Serial dilutions, post digestion spikes, and method of standard additions					
		Were percent differences, recoveries, and the linearity within the QC limits specified in the method?	X				
S10	OI	Method detection limit (MDL) studies					
		Was a MDL study performed for each reported analyte?	X				
		Is the MDL either adjusted or supported by the analysis of DCSs?	X				
S11	OI	Proficiency test reports					
		Was the laboratory's performance acceptable on the applicable proficiency tests or evaluation studies?	X				
S12	OI	Standards documentation					
		Are all standards used in the analyses NIST-traceable or obtained from other appropriate sources?	X				
S13	OI	Compound/analyte identification procedures					
		Are the procedures for compound/analyte identification documented?	X				
S14	OI	Demonstration of analyst competency (DOC)					
		Was DOC conducted consistent with NELAC Chapter 5?	X				
		Is documentation of the analyst's competency up-to-date and on file?	X				
S15	OI	Verification/validation documentation for methods (NELAC Chapter 5)					
		Are all the methods used to generate the data documented, verified, and validated, where applicable?	X				
S16	OI	Laboratory standard operating procedures (SOPs)					
		Are laboratory SOPs current and on file for each method performed	X				
<p>1. Items identified by the letter "R" must be included in the laboratory data package submitted in the TRRP-required report(s). Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period.</p> <p>2. O = organic analyses; I = inorganic analyses (and general chemistry, when applicable);</p> <p>3. NA = Not applicable;</p> <p>4. NR = Not reviewed;</p> <p>5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).</p>							

# Laboratory Review Checklist: Exception Reports



Laboratory Name: ESC Lab Sciences		LRC Date: 09/11/2018 12:37	
Project Name: Vitruvian Lake		Laboratory Job Number: L1022277-01, 02, 03, 04 and 05	
Reviewer Name: Chris McCord		Prep Batch Number(s): WG1160907, WG1160915, WG1161301, WG1160936, WG1161580, WG1161077, WG1161816, WG1161718, WG1163010 and WG1162626	
<b>ER #<sup>1</sup></b>	<b>Description</b>		
1	WG1161580 R3339893-1 and 2: The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL).		
2	WG1160915 o-Terphenyl R3339046-5: Percent Recovery is outside of established control limits. 8260B WG1163010 Toluene-d8 L1022277-01: Percent Recovery is outside of established control limits. 8270C WG1161580 2,4,6-Tribromophenol, 2-Fluorobiphenyl, 2-Fluorophenol, Nitrobenzene-d5, p-Terphenyl-d14, Phenol-d5 L1022277-03: Percent Recovery is outside of established control limits.		
3	8151 WG1161077 Dinoseb: Percent Recovery is outside of established control limits. 8270C WG1161580 Benzidine: Percent Recovery is outside of established control limits.		
4	8151 WG1161077 Dinoseb: Relative Percent Difference is outside of established control limits. 8151 WG1162626 Dinoseb, 2,4,5-TP (Silvex): Relative Percent Difference is outside of established control limits.		
5	8260B WG1161718 Acetone: Percent Recovery is outside of established control limits. 8270C WG1161580 Hexachlorocyclopentadiene, Hexachloroethane, Indeno(1,2,3-cd)pyrene, Naphthalene: Percent Recovery is outside of established control limits. 6020 WG1160936 Arsenic, Barium: Percent Recovery is outside of established control limits.		
6	8260B WG1161718 Acetone, Benzene, Bromobenzene, Bromodichloromethane, Bromomethane, n-Butylbenzene, sec-Butylbenzene, tert-Butylbenzene, Carbon tetrachloride, Chlorobenzene, Chloroethane, Chloroform, Chloromethane, 2-Chlorotoluene, 4-Chlorotoluene, 1,3-Dichlorobenzene, 1,4-Dichlorobenzene, Dichlorodifluoromethane, 1,1-Dichloroethane, 1,1-Dichloroethene, cis-1,2-Dichloroethene, trans-1,2-Dichloroethene, 1,2-Dichloropropane, 1,1-Dichloropropene, cis-1,3-Dichloropropene, 2,2-Dichloropropane, Di-isopropyl ether, Ethylbenzene, Hexachloro-1,3-butadiene, Isopropylbenzene, p-Isopropyltoluene, Methylene Chloride, n-Propylbenzene, Styrene, 1,1,1,2-Tetrachloroethane, Tetrachloroethene, Toluene, 1,1,2-Trichlorotrifluoroethane, 1,1,1-Trichloroethane, Trichloroethene, Trichlorofluoromethane, 1,2,3-Trimethylbenzene, 1,2,4-Trimethylbenzene, 1,3,5-Trimethylbenzene, Vinyl chloride, Xylenes, Total: Relative Percent Difference is outside of established control limits. 8270C WG1161580 Anthracene, Benzidine, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(g,h,i)perylene, Benzo(a)pyrene, Bis(2-chloroethyl)ether, 4-Bromophenyl-phenylether, 4-Chlorophenyl-phenylether, Chrysene, Dibenz(a,h)anthracene, 3,3-Dichlorobenzidine, 2,4-Dinitrotoluene, 2,6-Dinitrotoluene, Fluoranthene, Fluorene, Hexachlorobenzene, Hexachlorocyclopentadiene, Indeno(1,2,3-cd)pyrene, Nitrobenzene, n-Nitrosodimethylamine, n-Nitrosodiphenylamine, n-Nitrosodi-n-propylamine, Phenanthrene, Benzylbutyl phthalate, Bis(2-ethylhexyl)phthalate, Di-n-butyl phthalate, Diethyl phthalate, Dimethyl phthalate, Di-n-octyl phthalate, Pyrene, 4-Chloro-3-methylphenol, 2,4-Dimethylphenol, 4-Nitrophenol, Pentachlorophenol, Phenol: Relative Percent Difference is outside of established control limits. 8081 WG1161301 4,4-DDT: Relative Percent Difference is outside of established control limits. 6020 WG1160936 Barium: Relative Percent Difference is outside of established control limits.		
<p>1. Items identified by the letter "R" must be included in the laboratory data package submitted in the TRRP-required report(s). Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period.</p> <p>2. O = organic analyses; I = inorganic analyses (and general chemistry, when applicable);</p> <p>3. NA = Not applicable;</p> <p>4. NR = Not reviewed;</p> <p>5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).</p>			



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	88.1		1	09/06/2018 14:09	<a href="#">WG1161816</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Mercury	0.0116	<u>J</u>	0.00318	0.0200	0.0227	1	09/04/2018 09:07	<a href="#">WG1160907</a>

## Metals (ICPMS) by Method 6020

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Arsenic	31.8	<u>J6</u>	0.0142	0.100	0.567	5	09/05/2018 15:27	<a href="#">WG1160936</a>
Barium	272	<u>J3 J6</u>	0.182	0.200	1.13	5	09/05/2018 15:27	<a href="#">WG1160936</a>
Cadmium	0.354	<u>J</u>	0.0908	0.100	0.567	5	09/05/2018 15:27	<a href="#">WG1160936</a>
Chromium	13.8		0.306	0.200	1.13	5	09/05/2018 15:27	<a href="#">WG1160936</a>
Lead	8.01		0.136	0.100	0.567	5	09/05/2018 15:27	<a href="#">WG1160936</a>
Selenium	0.697		0.216	0.100	0.567	5	09/05/2018 15:27	<a href="#">WG1160936</a>
Silver	U		0.176	0.100	0.567	5	09/05/2018 15:27	<a href="#">WG1160936</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Acetone	U		0.0155	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Acrylonitrile	U		0.00216	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Benzene	U		0.000454	0.00100	0.00113	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Bromobenzene	U		0.00119	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Bromodichloromethane	U		0.000894	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Bromoform	U		0.00679	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Bromomethane	U		0.00420	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
n-Butylbenzene	U		0.00436	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
sec-Butylbenzene	U		0.00287	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
tert-Butylbenzene	U		0.00176	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Carbon tetrachloride	U		0.00123	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Chlorobenzene	U		0.000650	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Chlorodibromomethane	U		0.000511	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Chloroethane	U		0.00123	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Chloroform	U		0.000471	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Chloromethane	U		0.00158	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
2-Chlorotoluene	U		0.00104	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
4-Chlorotoluene	U		0.00128	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2-Dibromo-3-Chloropropane	U		0.00579	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2-Dibromoethane	U		0.000596	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Dibromomethane	U		0.00113	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2-Dichlorobenzene	U		0.00165	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,3-Dichlorobenzene	U		0.00193	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,4-Dichlorobenzene	U		0.00224	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Dichlorodifluoromethane	U		0.000928	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1-Dichloroethane	U		0.000652	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2-Dichloroethane	U		0.000539	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1-Dichloroethene	U		0.000567	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
cis-1,2-Dichloroethene	U		0.000783	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
trans-1,2-Dichloroethene	U		0.00162	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2-Dichloropropane	U		0.00144	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1-Dichloropropene	U		0.000794	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,3-Dichloropropane	U		0.00199	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>





## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
cis-1,3-Dichloropropene	U		0.000769	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
trans-1,3-Dichloropropene	U		0.00174	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
2,2-Dichloropropane	U		0.000900	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Di-isopropyl ether	U		0.000397	0.00100	0.00113	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Ethylbenzene	U		0.000601	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Hexachloro-1,3-butadiene	U		0.0144	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Isopropylbenzene	U		0.000979	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
p-Isopropyltoluene	U		0.00264	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
2-Butanone (MEK)	U		0.0142	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Methylene Chloride	U		0.00753	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
4-Methyl-2-pentanone (MIBK)	U		0.0113	0.0250	0.0284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Methyl tert-butyl ether	U		0.000335	0.00100	0.00113	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Naphthalene	U		0.00354	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
n-Propylbenzene	U		0.00134	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Styrene	U		0.00310	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1,1,2-Tetrachloroethane	U		0.000567	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1,2,2-Tetrachloroethane	U		0.000443	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1,2-Trichlorotrifluoroethane	U		0.000766	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Tetrachloroethene	U		0.000794	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Toluene	0.00170	J	0.00142	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2,3-Trichlorobenzene	U		0.000709	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2,4-Trichlorobenzene	U		0.00547	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1,1-Trichloroethane	U		0.000312	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,1,2-Trichloroethane	U		0.00100	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Trichloroethene	U		0.000454	0.00100	0.00113	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Trichlorofluoromethane	U		0.000567	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2,3-Trichloropropane	U		0.00579	0.0125	0.0142	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2,4-Trimethylbenzene	U		0.00132	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,2,3-Trimethylbenzene	U		0.00130	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
1,3,5-Trimethylbenzene	U		0.00123	0.00500	0.00567	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Vinyl chloride	U		0.000775	0.00250	0.00284	1	09/08/2018 22:15	<a href="#">WG1163010</a>
Xylenes, Total	U		0.00542	0.00650	0.00738	1	09/08/2018 22:15	<a href="#">WG1163010</a>
(S) Toluene-d8	62.9	J2			75.0-131		09/08/2018 22:15	<a href="#">WG1163010</a>
(S) Dibromofluoromethane	89.2				65.0-129		09/08/2018 22:15	<a href="#">WG1163010</a>
(S) 4-Bromofluorobenzene	97.9				67.0-138		09/08/2018 22:15	<a href="#">WG1163010</a>

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Semi-Volatile Organic Compounds (GC) by Method TX 1005

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
TPH C6 - C12	U		17.0	50.0	56.7	1	09/05/2018 04:48	<a href="#">WG1160915</a>
TPH C12 - C28	U		17.0	50.0	56.7	1	09/05/2018 04:48	<a href="#">WG1160915</a>
TPH C28 - C35	U		17.0	50.0	56.7	1	09/05/2018 04:48	<a href="#">WG1160915</a>
TPH C6 - C35	U		17.0	50.0	56.7	1	09/05/2018 04:48	<a href="#">WG1160915</a>
(S) o-Terphenyl	104				70.0-130		09/05/2018 04:48	<a href="#">WG1160915</a>

## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
2,4-D	U		0.00797	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
Dalapon	U		0.0128	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
2,4-DB	U		0.0337	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
Dicamba	U		0.0178	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
Dichloroprop	U		0.0278	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
Dinoseb	U	J3 J4	0.00791	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
MCPA	U		0.503	6.50	7.38	1	09/07/2018 05:01	<a href="#">WG1161077</a>



## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
MCPP	U		0.416	6.50	7.38	1	09/07/2018 05:01	<a href="#">WG1161077</a>
2,4,5-T	U		0.00967	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
2,4,5-TP (Silvex)	U		0.0121	0.0700	0.0794	1	09/07/2018 05:01	<a href="#">WG1161077</a>
(S) 2,4-Dichlorophenyl Acetic Acid	68.1				22.0-132		09/07/2018 05:01	<a href="#">WG1161077</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Tr

6 Sr

7 Qc

8 Gl

9 Al

10 Sc

## Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00153	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Alpha BHC	U		0.00154	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Beta BHC	U		0.00182	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Delta BHC	U		0.00162	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Gamma BHC	U		0.00165	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Chlordane	U		0.0443	0.200	0.227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
4,4-DDD	U		0.00177	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
4,4-DDE	U		0.00175	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
4,4-DDT	U		0.00227	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Dieldrin	U		0.00172	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Endosulfan I	U		0.00169	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Endosulfan II	U		0.00182	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Endosulfan sulfate	U		0.00171	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Endrin	U		0.00178	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Endrin aldehyde	U		0.00146	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Endrin ketone	U		0.00187	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Heptachlor	U		0.00175	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Heptachlor epoxide	U		0.00183	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Hexachlorobenzene	U		0.00141	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Methoxychlor	U		0.00202	0.0200	0.0227	1	09/05/2018 15:25	<a href="#">WG1161301</a>
Toxaphene	U		0.0408	0.400	0.454	1	09/05/2018 15:25	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	73.4				10.0-135		09/05/2018 15:25	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	70.3				10.0-139		09/05/2018 15:25	<a href="#">WG1161301</a>

## Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.00398	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
PCB 1221	U		0.00609	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
PCB 1232	U		0.00473	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
PCB 1242	U		0.00360	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
PCB 1248	U		0.00357	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
PCB 1254	U		0.00536	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
PCB 1260	U		0.00561	0.0170	0.0193	1	09/05/2018 12:19	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	60.1				10.0-135		09/05/2018 12:19	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	77.7				10.0-139		09/05/2018 12:19	<a href="#">WG1161301</a>

## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	U		0.0146	0.0330	0.0749	2	09/07/2018 06:14	<a href="#">WG1161580</a>
Acenaphthylene	U		0.0152	0.0330	0.0749	2	09/07/2018 06:14	<a href="#">WG1161580</a>
Anthracene	0.0374	J	0.0143	0.0330	0.0749	2	09/07/2018 06:14	<a href="#">WG1161580</a>
Benzidine	U	J4	0.145	0.333	0.756	2	09/07/2018 06:14	<a href="#">WG1161580</a>
Benzo(a)anthracene	0.191		0.00971	0.0330	0.0749	2	09/07/2018 06:14	<a href="#">WG1161580</a>
Benzo(b)fluoranthene	0.301		0.0158	0.0330	0.0749	2	09/07/2018 06:14	<a href="#">WG1161580</a>
Benzo(k)fluoranthene	0.118		0.0132	0.0330	0.0749	2	09/07/2018 06:14	<a href="#">WG1161580</a>





## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Benzo(g,h,i)perylene	0.0733	J	0.0164	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Benzo(a)pyrene	0.185		0.0124	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Bis(2-chlorethoxy)methane	U		0.0175	0.333	0.756	2	09/07/2018 06:14	WG1161580
Bis(2-chloroethyl)ether	U		0.0203	0.333	0.756	2	09/07/2018 06:14	WG1161580
Bis(2-chloroisopropyl)ether	U		0.0172	0.333	0.756	2	09/07/2018 06:14	WG1161580
4-Bromophenyl-phenylether	U		0.0259	0.333	0.756	2	09/07/2018 06:14	WG1161580
2-Chloronaphthalene	U		0.0145	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
4-Chlorophenyl-phenylether	U		0.0142	0.333	0.756	2	09/07/2018 06:14	WG1161580
Chrysene	0.237		0.0126	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Dibenz(a,h)anthracene	0.331		0.0186	0.0330	0.0374	2	09/07/2018 06:14	WG1161580
3,3-Dichlorobenzidine	U		0.180	0.333	0.756	2	09/07/2018 06:14	WG1161580
2,4-Dinitrotoluene	U		0.0138	0.333	0.756	2	09/07/2018 06:14	WG1161580
2,6-Dinitrotoluene	U		0.0167	0.333	0.756	2	09/07/2018 06:14	WG1161580
Fluoranthene	0.537		0.0113	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Fluorene	U		0.0155	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Hexachlorobenzene	U		0.0194	0.333	0.756	2	09/07/2018 06:14	WG1161580
Hexachloro-1,3-butadiene	U		0.0227	0.333	0.756	2	09/07/2018 06:14	WG1161580
Hexachlorocyclopentadiene	U		0.133	0.333	0.756	2	09/07/2018 06:14	WG1161580
Hexachloroethane	U		0.0304	0.333	0.756	2	09/07/2018 06:14	WG1161580
Indeno(1,2,3-cd)pyrene	1.20		0.0175	0.0330	0.0374	2	09/07/2018 06:14	WG1161580
Isophorone	U		0.0118	0.333	0.756	2	09/07/2018 06:14	WG1161580
Naphthalene	U		0.0202	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Nitrobenzene	U		0.0158	0.333	0.756	2	09/07/2018 06:14	WG1161580
n-Nitrosodimethylamine	U		0.147	0.333	0.756	2	09/07/2018 06:14	WG1161580
n-Nitrosodiphenylamine	U		0.204	0.333	0.756	2	09/07/2018 06:14	WG1161580
n-Nitrosodi-n-propylamine	U		0.0206	0.333	0.756	2	09/07/2018 06:14	WG1161580
Phenanthrene	0.222		0.0120	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
Benzylbutyl phthalate	U		0.0234	0.333	0.756	2	09/07/2018 06:14	WG1161580
Bis(2-ethylhexyl)phthalate	U		0.0272	0.333	0.756	2	09/07/2018 06:14	WG1161580
Di-n-butyl phthalate	U		0.0247	0.333	0.756	2	09/07/2018 06:14	WG1161580
Diethyl phthalate	U		0.0157	0.333	0.756	2	09/07/2018 06:14	WG1161580
Dimethyl phthalate	U		0.0123	0.333	0.756	2	09/07/2018 06:14	WG1161580
Di-n-octyl phthalate	U		0.0206	0.333	0.756	2	09/07/2018 06:14	WG1161580
Pyrene	0.336		0.0279	0.0330	0.0749	2	09/07/2018 06:14	WG1161580
1,2,4-Trichlorobenzene	U		0.0199	0.333	0.756	2	09/07/2018 06:14	WG1161580
4-Chloro-3-methylphenol	U		0.0108	0.333	0.756	2	09/07/2018 06:14	WG1161580
2-Chlorophenol	U		0.0189	0.333	0.756	2	09/07/2018 06:14	WG1161580
2,4-Dichlorophenol	U		0.0169	0.333	0.756	2	09/07/2018 06:14	WG1161580
2,4-Dimethylphenol	U		0.107	0.333	0.756	2	09/07/2018 06:14	WG1161580
4,6-Dinitro-2-methylphenol	U		0.281	0.333	0.756	2	09/07/2018 06:14	WG1161580
2,4-Dinitrophenol	U		0.222	0.333	0.756	2	09/07/2018 06:14	WG1161580
2-Nitrophenol	U		0.0295	0.333	0.756	2	09/07/2018 06:14	WG1161580
4-Nitrophenol	U		0.119	0.333	0.756	2	09/07/2018 06:14	WG1161580
Pentachlorophenol	U		0.109	0.333	0.756	2	09/07/2018 06:14	WG1161580
Phenol	U		0.0158	0.333	0.756	2	09/07/2018 06:14	WG1161580
2,4,6-Trichlorophenol	U		0.0177	0.333	0.756	2	09/07/2018 06:14	WG1161580
(S) 2-Fluorophenol	74.3				12.0-120		09/07/2018 06:14	WG1161580
(S) Phenol-d5	65.2				10.0-120		09/07/2018 06:14	WG1161580
(S) Nitrobenzene-d5	64.7				10.0-122		09/07/2018 06:14	WG1161580
(S) 2-Fluorobiphenyl	72.4				15.0-120		09/07/2018 06:14	WG1161580
(S) 2,4,6-Tribromophenol	84.4				10.0-127		09/07/2018 06:14	WG1161580
(S) p-Terphenyl-d14	84.5				10.0-120		09/07/2018 06:14	WG1161580

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Sample Narrative:

L1022277-01 WG1161580: Dilution due to matrix impact during extract concentration procedure





## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	33.0		1	09/06/2018 14:09	<a href="#">WG1161816</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Mercury	0.0805		0.00848	0.0200	0.0606	1	09/04/2018 09:10	<a href="#">WG1160907</a>

## Metals (ICPMS) by Method 6020

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Arsenic	7.75		0.0379	0.100	1.51	5	09/05/2018 16:04	<a href="#">WG1160936</a>
Barium	137		0.485	0.200	3.03	5	09/05/2018 16:04	<a href="#">WG1160936</a>
Cadmium	0.591	J	0.242	0.100	1.51	5	09/05/2018 16:04	<a href="#">WG1160936</a>
Chromium	27.0		0.818	0.200	3.03	5	09/05/2018 16:04	<a href="#">WG1160936</a>
Lead	30.0		0.363	0.100	1.51	5	09/05/2018 16:04	<a href="#">WG1160936</a>
Selenium	1.40	J	0.575	0.100	1.51	5	09/05/2018 16:04	<a href="#">WG1160936</a>
Silver	U		0.469	0.100	1.51	5	09/05/2018 16:04	<a href="#">WG1160936</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Acetone	0.377		0.0523	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Acrylonitrile	U		0.00725	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Benzene	U		0.00153	0.00100	0.00382	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Bromobenzene	U		0.00401	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Bromodichloromethane	U		0.00301	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Bromoform	U		0.0228	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Bromomethane	U		0.0141	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
n-Butylbenzene	U		0.0147	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
sec-Butylbenzene	U		0.00965	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
tert-Butylbenzene	U		0.00592	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Carbon tetrachloride	U		0.00412	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Chlorobenzene	U		0.00219	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Chlorodibromomethane	U		0.00172	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Chloroethane	U		0.00412	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Chloroform	U		0.00158	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Chloromethane	U		0.00530	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
2-Chlorotoluene	U		0.00351	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
4-Chlorotoluene	U		0.00431	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2-Dibromo-3-Chloropropane	U		0.0195	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2-Dibromoethane	U		0.00200	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Dibromomethane	U		0.00382	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2-Dichlorobenzene	U		0.00553	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,3-Dichlorobenzene	U		0.00649	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,4-Dichlorobenzene	U		0.00752	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Dichlorodifluoromethane	U		0.00312	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1-Dichloroethane	U		0.00219	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2-Dichloroethane	U		0.00181	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1-Dichloroethene	U		0.00191	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
cis-1,2-Dichloroethene	U		0.00263	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
trans-1,2-Dichloroethene	U		0.00546	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2-Dichloropropane	U		0.00485	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1-Dichloropropene	U		0.00267	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,3-Dichloropropane	U		0.00668	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>





## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
cis-1,3-Dichloropropene	U		0.00259	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
trans-1,3-Dichloropropene	U		0.00584	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
2,2-Dichloropropane	U		0.00303	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Di-isopropyl ether	U		0.00134	0.00100	0.00382	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Ethylbenzene	U		0.00202	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Hexachloro-1,3-butadiene	U		0.0485	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Isopropylbenzene	U		0.00329	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
p-Isopropyltoluene	U		0.00889	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
2-Butanone (MEK)	0.0632	J	0.0477	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Methylene Chloride	U		0.0253	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
4-Methyl-2-pentanone (MIBK)	U		0.0382	0.0250	0.0954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Methyl tert-butyl ether	U		0.00113	0.00100	0.00382	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Naphthalene	U		0.0119	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
n-Propylbenzene	U		0.00450	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Styrene	U		0.0104	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1,1,2-Tetrachloroethane	U		0.00191	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1,2,2-Tetrachloroethane	U		0.00149	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1,2-Trichlorotrifluoroethane	U		0.00258	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Tetrachloroethene	U		0.00267	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Toluene	0.00642	J	0.00477	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2,3-Trichlorobenzene	U		0.00239	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2,4-Trichlorobenzene	U		0.0184	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1,1-Trichloroethane	U		0.00105	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,1,2-Trichloroethane	U		0.00337	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Trichloroethene	U		0.00153	0.00100	0.00382	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Trichlorofluoromethane	U		0.00191	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2,3-Trichloropropane	U		0.0195	0.0125	0.0477	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2,4-Trimethylbenzene	0.00543	J	0.00443	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,2,3-Trimethylbenzene	0.00729	J	0.00439	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
1,3,5-Trimethylbenzene	U		0.00412	0.00500	0.0191	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Vinyl chloride	U		0.00261	0.00250	0.00954	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
Xylenes, Total	U		0.0182	0.00650	0.0248	1.26	09/05/2018 16:35	<a href="#">WG1161718</a>
(S) Toluene-d8	94.0				75.0-131		09/05/2018 16:35	<a href="#">WG1161718</a>
(S) Dibromofluoromethane	101				65.0-129		09/05/2018 16:35	<a href="#">WG1161718</a>
(S) 4-Bromofluorobenzene	98.2				67.0-138		09/05/2018 16:35	<a href="#">WG1161718</a>

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Semi-Volatile Organic Compounds (GC) by Method TX 1005

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
TPH C6 - C12	U		54.5	50.0	182	1.2	09/05/2018 05:42	<a href="#">WG1160915</a>
TPH C12 - C28	60.6	J	54.5	50.0	182	1.2	09/05/2018 05:42	<a href="#">WG1160915</a>
TPH C28 - C35	U		54.5	50.0	182	1.2	09/05/2018 05:42	<a href="#">WG1160915</a>
TPH C6 - C35	60.6	J	54.5	50.0	182	1.2	09/05/2018 05:42	<a href="#">WG1160915</a>
(S) o-Terphenyl	106				70.0-130		09/05/2018 05:42	<a href="#">WG1160915</a>

## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
2,4-D	U		0.0213	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
Dalapon	U		0.0342	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
2,4-DB	U		0.0900	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
Dicamba	U		0.0476	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
Dichloroprop	U		0.0742	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
Dinoseb	U	J3 J4	0.0211	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
MCPA	U		1.34	6.50	19.7	1	09/07/2018 05:14	<a href="#">WG1161077</a>



## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
MCPP	U		1.11	6.50	19.7	1	09/07/2018 05:14	<a href="#">WG1161077</a>
2,4,5-T	U		0.0258	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
2,4,5-TP (Silvex)	U		0.0324	0.0700	0.212	1	09/07/2018 05:14	<a href="#">WG1161077</a>
(S) 2,4-Dichlorophenyl Acetic Acid	49.5				22.0-132		09/07/2018 05:14	<a href="#">WG1161077</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Tr

6 Sr

7 Qc

8 Gl

9 Al

10 Sc

## Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00409	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Alpha BHC	U		0.00412	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Beta BHC	U		0.00485	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Delta BHC	U		0.00433	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Gamma BHC	U		0.00439	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Chlordane	U		0.118	0.200	0.606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
4,4-DDD	U		0.00472	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
4,4-DDE	U		0.00466	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
4,4-DDT	U		0.00606	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Dieldrin	U		0.00460	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Endosulfan I	U		0.00451	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Endosulfan II	U		0.00485	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Endosulfan sulfate	U		0.00457	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Endrin	U		0.00476	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Endrin aldehyde	U		0.00391	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Endrin ketone	U		0.00500	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Heptachlor	U		0.00466	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Heptachlor epoxide	U		0.00488	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Hexachlorobenzene	U		0.00376	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Methoxychlor	U		0.00539	0.0200	0.0606	1	09/05/2018 15:37	<a href="#">WG1161301</a>
Toxaphene	U		0.109	0.400	1.21	1	09/05/2018 15:37	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	60.9				10.0-135		09/05/2018 15:37	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	61.0				10.0-139		09/05/2018 15:37	<a href="#">WG1161301</a>

## Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.0106	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
PCB 1221	U		0.0163	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
PCB 1232	U		0.0126	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
PCB 1242	U		0.00962	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
PCB 1248	U		0.00953	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
PCB 1254	U		0.0143	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
PCB 1260	U		0.0150	0.0170	0.0515	1	09/05/2018 12:34	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	50.9				10.0-135		09/05/2018 12:34	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	66.8				10.0-139		09/05/2018 12:34	<a href="#">WG1161301</a>

## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	U		0.0194	0.0330	0.0999	1	09/07/2018 03:08	<a href="#">WG1161580</a>
Acenaphthylene	U		0.0203	0.0330	0.0999	1	09/07/2018 03:08	<a href="#">WG1161580</a>
Anthracene	U		0.0191	0.0330	0.0999	1	09/07/2018 03:08	<a href="#">WG1161580</a>
Benzidine	U	J4	0.193	0.333	1.01	1	09/07/2018 03:08	<a href="#">WG1161580</a>
Benzo(a)anthracene	0.0500	J	0.0130	0.0330	0.0999	1	09/07/2018 03:08	<a href="#">WG1161580</a>
Benzo(b)fluoranthene	0.129		0.0210	0.0330	0.0999	1	09/07/2018 03:08	<a href="#">WG1161580</a>
Benzo(k)fluoranthene	0.0539	J	0.0176	0.0330	0.0999	1	09/07/2018 03:08	<a href="#">WG1161580</a>



## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Benzo(g,h,i)perylene	0.0366	UL	0.0218	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Benzo(a)pyrene	0.0669	UL	0.0166	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Bis(2-chlorethoxy)methane	U		0.0233	0.333	1.01	1	09/07/2018 03:08	WG1161580
Bis(2-chloroethyl)ether	U		0.0271	0.333	1.01	1	09/07/2018 03:08	WG1161580
Bis(2-chloroisopropyl)ether	U		0.0230	0.333	1.01	1	09/07/2018 03:08	WG1161580
4-Bromophenyl-phenylether	U		0.0345	0.333	1.01	1	09/07/2018 03:08	WG1161580
2-Chloronaphthalene	U		0.0194	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
4-Chlorophenyl-phenylether	U		0.0190	0.333	1.01	1	09/07/2018 03:08	WG1161580
Chrysene	0.0972	UL	0.0168	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Dibenz(a,h)anthracene	U		0.0249	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
3,3-Dichlorobenzidine	U		0.240	0.333	1.01	1	09/07/2018 03:08	WG1161580
2,4-Dinitrotoluene	U		0.0184	0.333	1.01	1	09/07/2018 03:08	WG1161580
2,6-Dinitrotoluene	U		0.0223	0.333	1.01	1	09/07/2018 03:08	WG1161580
Fluoranthene	0.166		0.0150	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Fluorene	U		0.0207	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Hexachlorobenzene	U		0.0259	0.333	1.01	1	09/07/2018 03:08	WG1161580
Hexachloro-1,3-butadiene	U		0.0303	0.333	1.01	1	09/07/2018 03:08	WG1161580
Hexachlorocyclopentadiene	U		0.178	0.333	1.01	1	09/07/2018 03:08	WG1161580
Hexachloroethane	U		0.0406	0.333	1.01	1	09/07/2018 03:08	WG1161580
Indeno(1,2,3-cd)pyrene	1.01		0.0234	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Isophorone	U		0.0158	0.333	1.01	1	09/07/2018 03:08	WG1161580
Naphthalene	U		0.0269	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Nitrobenzene	U		0.0210	0.333	1.01	1	09/07/2018 03:08	WG1161580
n-Nitrosodimethylamine	U		0.196	0.333	1.01	1	09/07/2018 03:08	WG1161580
n-Nitrosodiphenylamine	U		0.273	0.333	1.01	1	09/07/2018 03:08	WG1161580
n-Nitrosodi-n-propylamine	U		0.0274	0.333	1.01	1	09/07/2018 03:08	WG1161580
Phenanthrene	0.0345	UL	0.0160	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
Benzylbutyl phthalate	U		0.0312	0.333	1.01	1	09/07/2018 03:08	WG1161580
Bis(2-ethylhexyl)phthalate	0.0482	UL	0.0363	0.333	1.01	1	09/07/2018 03:08	WG1161580
Di-n-butyl phthalate	U		0.0330	0.333	1.01	1	09/07/2018 03:08	WG1161580
Diethyl phthalate	U		0.0209	0.333	1.01	1	09/07/2018 03:08	WG1161580
Dimethyl phthalate	U		0.0164	0.333	1.01	1	09/07/2018 03:08	WG1161580
Di-n-octyl phthalate	U		0.0275	0.333	1.01	1	09/07/2018 03:08	WG1161580
Pyrene	0.103		0.0373	0.0330	0.0999	1	09/07/2018 03:08	WG1161580
1,2,4-Trichlorobenzene	U		0.0265	0.333	1.01	1	09/07/2018 03:08	WG1161580
4-Chloro-3-methylphenol	U		0.0144	0.333	1.01	1	09/07/2018 03:08	WG1161580
2-Chlorophenol	U		0.0252	0.333	1.01	1	09/07/2018 03:08	WG1161580
2,4-Dichlorophenol	U		0.0226	0.333	1.01	1	09/07/2018 03:08	WG1161580
2,4-Dimethylphenol	U		0.143	0.333	1.01	1	09/07/2018 03:08	WG1161580
4,6-Dinitro-2-methylphenol	U		0.376	0.333	1.01	1	09/07/2018 03:08	WG1161580
2,4-Dinitrophenol	U		0.297	0.333	1.01	1	09/07/2018 03:08	WG1161580
2-Nitrophenol	U		0.0394	0.333	1.01	1	09/07/2018 03:08	WG1161580
4-Nitrophenol	U		0.159	0.333	1.01	1	09/07/2018 03:08	WG1161580
Pentachlorophenol	U		0.145	0.333	1.01	1	09/07/2018 03:08	WG1161580
Phenol	U		0.0210	0.333	1.01	1	09/07/2018 03:08	WG1161580
2,4,6-Trichlorophenol	U		0.0236	0.333	1.01	1	09/07/2018 03:08	WG1161580
(S) 2-Fluorophenol	57.4				12.0-120		09/07/2018 03:08	WG1161580
(S) Phenol-d5	50.9				10.0-120		09/07/2018 03:08	WG1161580
(S) Nitrobenzene-d5	44.7				10.0-122		09/07/2018 03:08	WG1161580
(S) 2-Fluorobiphenyl	52.3				15.0-120		09/07/2018 03:08	WG1161580
(S) 2,4,6-Tribromophenol	76.0				10.0-127		09/07/2018 03:08	WG1161580
(S) p-Terphenyl-d14	77.3				10.0-120		09/07/2018 03:08	WG1161580

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	30.4		1	09/06/2018 14:09	<a href="#">WG1161816</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Mercury	0.0871		0.00920	0.0200	0.0657	1	09/04/2018 09:12	<a href="#">WG1160907</a>

## Metals (ICPMS) by Method 6020

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Arsenic	7.69		0.0411	0.100	1.64	5	09/05/2018 16:09	<a href="#">WG1160936</a>
Barium	140		0.526	0.200	3.29	5	09/05/2018 16:09	<a href="#">WG1160936</a>
Cadmium	0.624	J	0.263	0.100	1.64	5	09/05/2018 16:09	<a href="#">WG1160936</a>
Chromium	28.6		0.887	0.200	3.29	5	09/05/2018 16:09	<a href="#">WG1160936</a>
Lead	29.7		0.394	0.100	1.64	5	09/05/2018 16:09	<a href="#">WG1160936</a>
Selenium	2.01		0.624	0.100	1.64	5	09/05/2018 16:09	<a href="#">WG1160936</a>
Silver	U		0.509	0.100	1.64	5	09/05/2018 16:09	<a href="#">WG1160936</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Acetone	0.572		0.0558	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Acrylonitrile	U		0.00774	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Benzene	U		0.00163	0.00100	0.00407	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Bromobenzene	U		0.00428	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Bromodichloromethane	U		0.00321	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Bromoform	U		0.0244	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Bromomethane	U		0.0151	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
n-Butylbenzene	U		0.0156	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
sec-Butylbenzene	U		0.0103	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
tert-Butylbenzene	U		0.00632	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Carbon tetrachloride	U		0.00440	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Chlorobenzene	U		0.00233	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Chlorodibromomethane	U		0.00183	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Chloroethane	U		0.00440	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Chloroform	U		0.00169	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Chloromethane	U		0.00566	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
2-Chlorotoluene	U		0.00375	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
4-Chlorotoluene	U		0.00460	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2-Dibromo-3-Chloropropane	U		0.0208	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2-Dibromoethane	U		0.00214	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Dibromomethane	U		0.00407	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2-Dichlorobenzene	U		0.00591	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,3-Dichlorobenzene	U		0.00693	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,4-Dichlorobenzene	U		0.00803	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Dichlorodifluoromethane	U		0.00333	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1-Dichloroethane	U		0.00234	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2-Dichloroethane	U		0.00194	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1-Dichloroethene	U		0.00204	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
cis-1,2-Dichloroethene	U		0.00281	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
trans-1,2-Dichloroethene	U		0.00583	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2-Dichloropropane	U		0.00517	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1-Dichloropropene	U		0.00285	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,3-Dichloropropane	U		0.00713	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>



## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
cis-1,3-Dichloropropene	U		0.00276	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
trans-1,3-Dichloropropene	U		0.00623	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
2,2-Dichloropropane	U		0.00323	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Di-isopropyl ether	U		0.00143	0.00100	0.00407	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Ethylbenzene	0.00227	L	0.00216	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Hexachloro-1,3-butadiene	U		0.0517	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Isopropylbenzene	U		0.00352	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
p-Isopropyltoluene	U		0.00949	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
2-Butanone (MEK)	0.122		0.0509	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Methylene Chloride	U		0.0271	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
4-Methyl-2-pentanone (MIBK)	0.0409	L	0.0407	0.0250	0.102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Methyl tert-butyl ether	U		0.00120	0.00100	0.00407	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Naphthalene	U		0.0127	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
n-Propylbenzene	U		0.00481	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Styrene	U		0.0111	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1,1,2-Tetrachloroethane	U		0.00204	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1,2,2-Tetrachloroethane	U		0.00159	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1,2-Trichlorotrifluoroethane	U		0.00275	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Tetrachloroethene	U		0.00285	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Toluene	0.0129	L	0.00509	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2,3-Trichlorobenzene	U		0.00255	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2,4-Trichlorobenzene	U		0.0196	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1,1-Trichloroethane	U		0.00112	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,1,2-Trichloroethane	U		0.00360	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Trichloroethene	U		0.00163	0.00100	0.00407	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Trichlorofluoromethane	U		0.00204	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2,3-Trichloropropane	U		0.0208	0.0125	0.0509	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2,4-Trimethylbenzene	0.00520	L	0.00473	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,2,3-Trimethylbenzene	0.0148	L	0.00469	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
1,3,5-Trimethylbenzene	U		0.00440	0.00500	0.0204	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Vinyl chloride	U		0.00278	0.00250	0.0102	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
Xylenes, Total	U		0.0195	0.00650	0.0265	1.24	09/05/2018 16:54	<a href="#">WG1161718</a>
(S) Toluene-d8	90.1				75.0-131		09/05/2018 16:54	<a href="#">WG1161718</a>
(S) Dibromofluoromethane	96.5				65.0-129		09/05/2018 16:54	<a href="#">WG1161718</a>
(S) 4-Bromofluorobenzene	102				67.0-138		09/05/2018 16:54	<a href="#">WG1161718</a>

1	Cp
2	Tc
3	Ss
4	Cn
5	Tr
6	Sr
7	Qc
8	Gl
9	Al
10	Sc

## Semi-Volatile Organic Compounds (GC) by Method TX 1005

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
TPH C6 - C12	U		49.3	50.0	164	1	09/05/2018 05:56	<a href="#">WG1160915</a>
TPH C12 - C28	51.3	L	49.3	50.0	164	1	09/05/2018 05:56	<a href="#">WG1160915</a>
TPH C28 - C35	U		49.3	50.0	164	1	09/05/2018 05:56	<a href="#">WG1160915</a>
TPH C6 - C35	51.3	L	49.3	50.0	164	1	09/05/2018 05:56	<a href="#">WG1160915</a>
(S) o-Terphenyl	106				70.0-130		09/05/2018 05:56	<a href="#">WG1160915</a>

## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
2,4-D	U		0.139	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
Dalapon	U		0.223	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
2,4-DB	U		0.587	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
Dicamba	U		0.310	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
Dichloroprop	U		0.484	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
Dinoseb	U	J3	0.138	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
MCPA	U		8.75	6.50	128	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>





## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
MCPP	U		7.25	6.50	128	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
2,4,5-T	U		0.168	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
2,4,5-TP (Silvex)	U	<b>J3</b>	0.211	0.0700	1.38	6.01	09/08/2018 00:55	<a href="#">WG1162626</a>
(S) 2,4-Dichlorophenyl Acetic Acid	68.7				22.0-132		09/08/2018 00:55	<a href="#">WG1162626</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Tr

6 Sr

7 Qc

8 Gl

9 Al

10 Sc

## Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00444	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Alpha BHC	U		0.00447	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Beta BHC	U		0.00526	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Delta BHC	U		0.00470	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Gamma BHC	U		0.00476	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Chlordane	U		0.128	0.200	0.657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
4,4-DDD	U		0.00513	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
4,4-DDE	U		0.00506	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
4,4-DDT	U		0.00657	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Dieldrin	U		0.00499	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Endosulfan I	U		0.00490	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Endosulfan II	U		0.00526	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Endosulfan sulfate	U		0.00496	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Endrin	U		0.00516	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Endrin aldehyde	U		0.00424	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Endrin ketone	U		0.00542	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Heptachlor	U		0.00506	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Heptachlor epoxide	U		0.00529	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Hexachlorobenzene	U		0.00407	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Methoxychlor	U		0.00585	0.0200	0.0657	1	09/05/2018 15:50	<a href="#">WG1161301</a>
Toxaphene	U		0.118	0.400	1.31	1	09/05/2018 15:50	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	57.0				10.0-135		09/05/2018 15:50	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	60.2				10.0-139		09/05/2018 15:50	<a href="#">WG1161301</a>

## Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.0115	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
PCB 1221	U		0.0176	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
PCB 1232	U		0.0137	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
PCB 1242	U		0.0104	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
PCB 1248	U		0.0103	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
PCB 1254	U		0.0155	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
PCB 1260	U		0.0162	0.0170	0.0559	1	09/05/2018 12:50	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	48.3				10.0-135		09/05/2018 12:50	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	68.8				10.0-139		09/05/2018 12:50	<a href="#">WG1161301</a>

## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	U		0.422	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Acenaphthylene	U		0.441	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Anthracene	U		0.415	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Benzidine	U	<b>J4</b>	4.19	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Benzo(a)anthracene	0.430	<b>J</b>	0.281	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Benzo(b)fluoranthene	1.21	<b>J</b>	0.457	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Benzo(k)fluoranthene	U		0.382	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>





## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Benzo(g,h,i)perylene	U		0.474	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Benzo(a)pyrene	0.549	J	0.360	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Bis(2-chlorethoxy)methane	U		0.506	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Bis(2-chloroethyl)ether	U		0.589	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Bis(2-chloroisopropyl)ether	U		0.499	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
4-Bromophenyl-phenylether	U		0.749	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2-Chloronaphthalene	U		0.420	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
4-Chlorophenyl-phenylether	U		0.412	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Chrysene	0.693	J	0.365	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Dibenz(a,h)anthracene	U		0.540	0.0330	1.08	20	09/09/2018 21:10	<a href="#">WG1161580</a>
3,3-Dichlorobenzidine	U		5.22	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2,4-Dinitrotoluene	U		0.399	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2,6-Dinitrotoluene	U		0.484	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Fluoranthene	1.44	J	0.326	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Fluorene	U		0.448	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Hexachlorobenzene	U		0.563	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Hexachloro-1,3-butadiene	U		0.657	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Hexachlorocyclopentadiene	U		3.86	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Hexachloroethane	U		0.881	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Indeno(1,2,3-cd)pyrene	U	J	0.507	0.0330	1.08	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Isophorone	U		0.343	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Naphthalene	U		0.584	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Nitrobenzene	U		0.457	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
n-Nitrosodimethylamine	U		4.25	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
n-Nitrosodiphenylamine	U		5.91	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
n-Nitrosodi-n-propylamine	U		0.595	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Phenanthrene	0.381	J	0.347	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Benzylbutyl phthalate	U		0.677	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Bis(2-ethylhexyl)phthalate	U		0.789	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Di-n-butyl phthalate	U		0.716	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Diethyl phthalate	U		0.454	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Dimethyl phthalate	U		0.355	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Di-n-octyl phthalate	U		0.596	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Pyrene	0.841	J	0.808	0.0330	2.17	20	09/09/2018 21:10	<a href="#">WG1161580</a>
1,2,4-Trichlorobenzene	U		0.576	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
4-Chloro-3-methylphenol	U		0.313	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2-Chlorophenol	U		0.546	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2,4-Dichlorophenol	U		0.490	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2,4-Dimethylphenol	U		3.10	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
4,6-Dinitro-2-methylphenol	U		8.15	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2,4-Dinitrophenol	U		6.44	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2-Nitrophenol	U		0.854	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
4-Nitrophenol	U		3.45	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Pentachlorophenol	U		3.15	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
Phenol	U		0.457	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
2,4,6-Trichlorophenol	U		0.512	0.333	21.9	20	09/09/2018 21:10	<a href="#">WG1161580</a>
(S) 2-Fluorophenol	62.3	J			12.0-120		09/09/2018 21:10	<a href="#">WG1161580</a>
(S) Phenol-d5	49.2	J			10.0-120		09/09/2018 21:10	<a href="#">WG1161580</a>
(S) Nitrobenzene-d5	49.5	J			10.0-122		09/09/2018 21:10	<a href="#">WG1161580</a>
(S) 2-Fluorobiphenyl	61.9	J			15.0-120		09/09/2018 21:10	<a href="#">WG1161580</a>
(S) 2,4,6-Tribromophenol	60.7	J			10.0-127		09/09/2018 21:10	<a href="#">WG1161580</a>
(S) p-Terphenyl-d14	50.8	J			10.0-120		09/09/2018 21:10	<a href="#">WG1161580</a>

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Sample Narrative:

L1022277-03 WG1161580: Dilution due to matrix



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	74.7		1	09/06/2018 14:09	<a href="#">WG1161816</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Mercury	0.0227	J	0.00375	0.0200	0.0268	1	09/04/2018 09:15	<a href="#">WG1160907</a>

## Metals (ICPMS) by Method 6020

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Arsenic	9.58		0.0167	0.100	0.669	5	09/05/2018 16:14	<a href="#">WG1160936</a>
Barium	138		0.214	0.200	1.34	5	09/05/2018 16:14	<a href="#">WG1160936</a>
Cadmium	0.346	J	0.107	0.100	0.669	5	09/05/2018 16:14	<a href="#">WG1160936</a>
Chromium	22.8		0.361	0.200	1.34	5	09/05/2018 16:14	<a href="#">WG1160936</a>
Lead	11.6		0.161	0.100	0.669	5	09/05/2018 16:14	<a href="#">WG1160936</a>
Selenium	0.754		0.254	0.100	0.669	5	09/05/2018 16:14	<a href="#">WG1160936</a>
Silver	U		0.207	0.100	0.669	5	09/05/2018 16:14	<a href="#">WG1160936</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Acetone	U		0.0183	0.0250	0.0335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Acrylonitrile	U		0.00254	0.0125	0.0167	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Benzene	U		0.000535	0.00100	0.00134	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Bromobenzene	U		0.00141	0.0125	0.0167	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Bromodichloromethane	U		0.00105	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Bromoform	U		0.00800	0.0250	0.0335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Bromomethane	U		0.00495	0.0125	0.0167	1	09/05/2018 17:13	<a href="#">WG1161718</a>
n-Butylbenzene	U		0.00514	0.0125	0.0167	1	09/05/2018 17:13	<a href="#">WG1161718</a>
sec-Butylbenzene	U		0.00339	0.0125	0.0167	1	09/05/2018 17:13	<a href="#">WG1161718</a>
tert-Butylbenzene	U		0.00207	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Carbon tetrachloride	U		0.00145	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Chlorobenzene	U		0.000767	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Chlorodibromomethane	U		0.000602	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Chloroethane	U		0.00145	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Chloroform	U		0.000555	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Chloromethane	U		0.00186	0.0125	0.0167	1	09/05/2018 17:13	<a href="#">WG1161718</a>
2-Chlorotoluene	U		0.00123	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
4-Chlorotoluene	U		0.00151	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,2-Dibromo-3-Chloropropane	U		0.00683	0.0250	0.0335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,2-Dibromoethane	U		0.000703	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Dibromomethane	U		0.00134	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,2-Dichlorobenzene	U		0.00194	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,3-Dichlorobenzene	U		0.00228	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,4-Dichlorobenzene	U		0.00264	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
Dichlorodifluoromethane	U		0.00109	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,1-Dichloroethane	U		0.000769	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,2-Dichloroethane	U		0.000636	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,1-Dichloroethene	U		0.000669	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
cis-1,2-Dichloroethene	U		0.000923	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
trans-1,2-Dichloroethene	U		0.00191	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,2-Dichloropropane	U		0.00170	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,1-Dichloropropene	U		0.000937	0.00250	0.00335	1	09/05/2018 17:13	<a href="#">WG1161718</a>
1,3-Dichloropropane	U		0.00234	0.00500	0.00669	1	09/05/2018 17:13	<a href="#">WG1161718</a>



## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
cis-1,3-Dichloropropene	U		0.000907	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
trans-1,3-Dichloropropene	U		0.00205	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
2,2-Dichloropropane	U		0.00106	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
Di-isopropyl ether	U		0.000468	0.00100	0.00134	1	09/05/2018 17:13	WG1161718
Ethylbenzene	U		0.000709	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
Hexachloro-1,3-butadiene	U		0.0170	0.0250	0.0335	1	09/05/2018 17:13	WG1161718
Isopropylbenzene	U		0.00115	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
p-Isopropyltoluene	U		0.00312	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
2-Butanone (MEK)	U		0.0167	0.0250	0.0335	1	09/05/2018 17:13	WG1161718
Methylene Chloride	U		0.00889	0.0250	0.0335	1	09/05/2018 17:13	WG1161718
4-Methyl-2-pentanone (MIBK)	U		0.0134	0.0250	0.0335	1	09/05/2018 17:13	WG1161718
Methyl tert-butyl ether	U		0.000395	0.00100	0.00134	1	09/05/2018 17:13	WG1161718
Naphthalene	U		0.00418	0.0125	0.0167	1	09/05/2018 17:13	WG1161718
n-Propylbenzene	U		0.00158	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
Styrene	U		0.00365	0.0125	0.0167	1	09/05/2018 17:13	WG1161718
1,1,1,2-Tetrachloroethane	U		0.000669	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
1,1,2,2-Tetrachloroethane	U		0.000522	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
1,1,2-Trichlorotrifluoroethane	U		0.000903	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
Tetrachloroethene	U		0.000937	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
Toluene	0.00189	J	0.00167	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
1,2,3-Trichlorobenzene	U		0.000836	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
1,2,4-Trichlorobenzene	U		0.00645	0.0125	0.0167	1	09/05/2018 17:13	WG1161718
1,1,1-Trichloroethane	U		0.000368	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
1,1,2-Trichloroethane	U		0.00118	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
Trichloroethene	U		0.000535	0.00100	0.00134	1	09/05/2018 17:13	WG1161718
Trichlorofluoromethane	U		0.000669	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
1,2,3-Trichloropropane	U		0.00683	0.0125	0.0167	1	09/05/2018 17:13	WG1161718
1,2,4-Trimethylbenzene	U		0.00155	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
1,2,3-Trimethylbenzene	U		0.00154	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
1,3,5-Trimethylbenzene	U		0.00145	0.00500	0.00669	1	09/05/2018 17:13	WG1161718
Vinyl chloride	U		0.000914	0.00250	0.00335	1	09/05/2018 17:13	WG1161718
Xylenes, Total	U		0.00640	0.00650	0.00870	1	09/05/2018 17:13	WG1161718
(S) Toluene-d8	90.3				75.0-131		09/05/2018 17:13	WG1161718
(S) Dibromofluoromethane	99.0				65.0-129		09/05/2018 17:13	WG1161718
(S) 4-Bromofluorobenzene	102				67.0-138		09/05/2018 17:13	WG1161718

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Semi-Volatile Organic Compounds (GC) by Method TX 1005

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
TPH C6 - C12	U		20.1	50.0	66.9	1	09/05/2018 05:02	WG1160915
TPH C12 - C28	U		20.1	50.0	66.9	1	09/05/2018 05:02	WG1160915
TPH C28 - C35	U		20.1	50.0	66.9	1	09/05/2018 05:02	WG1160915
TPH C6 - C35	U		20.1	50.0	66.9	1	09/05/2018 05:02	WG1160915
(S) o-Terphenyl	104				70.0-130		09/05/2018 05:02	WG1160915

## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
2,4-D	U		0.00939	0.0700	0.0937	1	09/08/2018 01:09	WG1162626
Dalapon	U		0.0151	0.0700	0.0937	1	09/08/2018 01:09	WG1162626
2,4-DB	U		0.0397	0.0700	0.0937	1	09/08/2018 01:09	WG1162626
Dicamba	U		0.0210	0.0700	0.0937	1	09/08/2018 01:09	WG1162626
Dichloroprop	U		0.0328	0.0700	0.0937	1	09/08/2018 01:09	WG1162626
Dinoseb	U	J3	0.00933	0.0700	0.0937	1	09/08/2018 01:09	WG1162626
MCPA	U		0.593	6.50	8.70	1	09/08/2018 01:09	WG1162626



## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
MCPP	U		0.491	6.50	8.70	1	09/08/2018 01:09	<a href="#">WG1162626</a>
2,4,5-T	U		0.0114	0.0700	0.0937	1	09/08/2018 01:09	<a href="#">WG1162626</a>
2,4,5-TP (Silvex)	U	J3	0.0143	0.0700	0.0937	1	09/08/2018 01:09	<a href="#">WG1162626</a>
(S) 2,4-Dichlorophenyl Acetic Acid	66.9				22.0-132		09/08/2018 01:09	<a href="#">WG1162626</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Tr

6 Sr

7 Qc

8 Gl

9 Al

10 Sc

## Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00181	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Alpha BHC	U		0.00182	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Beta BHC	U		0.00214	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Delta BHC	U		0.00191	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Gamma BHC	U		0.00194	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Chlordane	U		0.0522	0.200	0.268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
4,4-DDD	U		0.00209	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
4,4-DDE	U		0.00206	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
4,4-DDT	U	J3	0.00268	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Dieldrin	U		0.00203	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Endosulfan I	U		0.00199	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Endosulfan II	U		0.00214	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Endosulfan sulfate	U		0.00202	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Endrin	U		0.00210	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Endrin aldehyde	U		0.00173	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Endrin ketone	U		0.00221	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Heptachlor	U		0.00206	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Heptachlor epoxide	U		0.00215	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Hexachlorobenzene	U		0.00166	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Methoxychlor	U		0.00238	0.0200	0.0268	1	09/05/2018 16:02	<a href="#">WG1161301</a>
Toxaphene	U		0.0482	0.400	0.535	1	09/05/2018 16:02	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	39.8				10.0-135		09/05/2018 16:02	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	49.7				10.0-139		09/05/2018 16:02	<a href="#">WG1161301</a>

## Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.00469	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
PCB 1221	U		0.00718	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
PCB 1232	U		0.00558	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
PCB 1242	U		0.00425	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
PCB 1248	U		0.00421	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
PCB 1254	U		0.00632	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
PCB 1260	U		0.00661	0.0170	0.0228	1	09/05/2018 13:06	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	33.1				10.0-135		09/05/2018 13:06	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	52.9				10.0-139		09/05/2018 13:06	<a href="#">WG1161301</a>

## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	U		0.00859	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Acenaphthylene	U		0.00898	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Anthracene	U		0.00846	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Benzidine	U	J4	0.0852	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Benzo(a)anthracene	U		0.00573	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Benzo(b)fluoranthene	U		0.00930	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Benzo(k)fluoranthene	U		0.00779	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>



## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Benzo(g,h,i)perylene	U		0.00965	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Benzo(a)pyrene	U		0.00733	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Bis(2-chlorethoxy)methane	U		0.0103	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Bis(2-chloroethyl)ether	U		0.0120	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Bis(2-chloroisopropyl)ether	U		0.0102	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
4-Bromophenyl-phenylether	U		0.0153	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2-Chloronaphthalene	U		0.00855	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
4-Chlorophenyl-phenylether	U		0.00839	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Chrysene	U		0.00743	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Dibenz(a,h)anthracene	U		0.0110	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
3,3-Dichlorobenzidine	U		0.106	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2,4-Dinitrotoluene	U		0.00812	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2,6-Dinitrotoluene	U		0.00986	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Fluoranthene	0.00687	L	0.00664	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Fluorene	U		0.00913	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Hexachlorobenzene	U		0.0115	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Hexachloro-1,3-butadiene	U		0.0134	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Hexachlorocyclopentadiene	U		0.0786	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Hexachloroethane	U		0.0179	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Indeno(1,2,3-cd)pyrene	U		0.0103	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Isophorone	U		0.00699	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Naphthalene	U		0.0119	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Nitrobenzene	U		0.00930	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
n-Nitrosodimethylamine	U		0.0866	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
n-Nitrosodiphenylamine	U		0.120	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
n-Nitrosodi-n-propylamine	U		0.0121	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Phenanthrene	U		0.00707	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Benzylbutyl phthalate	U		0.0138	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Bis(2-ethylhexyl)phthalate	0.482		0.0161	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Di-n-butyl phthalate	U		0.0146	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Diethyl phthalate	U		0.00925	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Dimethyl phthalate	U		0.00723	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Di-n-octyl phthalate	U		0.0121	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Pyrene	U		0.0165	0.0330	0.0442	1	09/07/2018 03:31	<a href="#">WG1161580</a>
1,2,4-Trichlorobenzene	U		0.0117	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
4-Chloro-3-methylphenol	U		0.00638	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2-Chlorophenol	U		0.0111	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2,4-Dichlorophenol	U		0.00998	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2,4-Dimethylphenol	U		0.0630	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
4,6-Dinitro-2-methylphenol	U		0.166	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2,4-Dinitrophenol	U		0.131	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2-Nitrophenol	U		0.0174	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
4-Nitrophenol	U		0.0703	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Pentachlorophenol	U		0.0642	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
Phenol	U		0.00930	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
2,4,6-Trichlorophenol	U		0.0104	0.333	0.446	1	09/07/2018 03:31	<a href="#">WG1161580</a>
(S) 2-Fluorophenol	53.2				12.0-120		09/07/2018 03:31	<a href="#">WG1161580</a>
(S) Phenol-d5	45.6				10.0-120		09/07/2018 03:31	<a href="#">WG1161580</a>
(S) Nitrobenzene-d5	44.5				10.0-122		09/07/2018 03:31	<a href="#">WG1161580</a>
(S) 2-Fluorobiphenyl	51.2				15.0-120		09/07/2018 03:31	<a href="#">WG1161580</a>
(S) 2,4,6-Tribromophenol	32.4				10.0-127		09/07/2018 03:31	<a href="#">WG1161580</a>
(S) p-Terphenyl-d14	63.0				10.0-120		09/07/2018 03:31	<a href="#">WG1161580</a>





## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	76.3		1	09/06/2018 14:09	<a href="#">WG1161816</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Mercury	0.0273		0.00367	0.0200	0.0262	1	09/04/2018 09:17	<a href="#">WG1160907</a>

## Metals (ICPMS) by Method 6020

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Arsenic	10.9		0.0164	0.100	0.655	5	09/05/2018 16:18	<a href="#">WG1160936</a>
Barium	154		0.210	0.200	1.31	5	09/05/2018 16:18	<a href="#">WG1160936</a>
Cadmium	0.308	J	0.105	0.100	0.655	5	09/05/2018 16:18	<a href="#">WG1160936</a>
Chromium	27.8		0.354	0.200	1.31	5	09/05/2018 16:18	<a href="#">WG1160936</a>
Lead	15.6		0.157	0.100	0.655	5	09/05/2018 16:18	<a href="#">WG1160936</a>
Selenium	0.765		0.249	0.100	0.655	5	09/05/2018 16:18	<a href="#">WG1160936</a>
Silver	U		0.203	0.100	0.655	5	09/05/2018 16:18	<a href="#">WG1160936</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	SDL (dry)	Unadj. MQL	MQL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg	mg/kg		date / time	
Acetone	0.0659		0.0179	0.0250	0.0327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Acrylonitrile	U		0.00249	0.0125	0.0164	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Benzene	U		0.000524	0.00100	0.00131	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Bromobenzene	U		0.00138	0.0125	0.0164	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Bromodichloromethane	U		0.00103	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Bromoform	U		0.00783	0.0250	0.0327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Bromomethane	U		0.00485	0.0125	0.0164	1	09/05/2018 17:32	<a href="#">WG1161718</a>
n-Butylbenzene	U		0.00503	0.0125	0.0164	1	09/05/2018 17:32	<a href="#">WG1161718</a>
sec-Butylbenzene	U		0.00331	0.0125	0.0164	1	09/05/2018 17:32	<a href="#">WG1161718</a>
tert-Butylbenzene	U		0.00203	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Carbon tetrachloride	U		0.00141	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Chlorobenzene	U		0.000751	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Chlorodibromomethane	U		0.000589	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Chloroethane	U		0.00141	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Chloroform	U		0.000544	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Chloromethane	U		0.00182	0.0125	0.0164	1	09/05/2018 17:32	<a href="#">WG1161718</a>
2-Chlorotoluene	U		0.00121	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
4-Chlorotoluene	U		0.00148	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,2-Dibromo-3-Chloropropane	U		0.00668	0.0250	0.0327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,2-Dibromoethane	U		0.000688	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Dibromomethane	U		0.00131	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,2-Dichlorobenzene	U		0.00190	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,3-Dichlorobenzene	U		0.00223	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,4-Dichlorobenzene	U		0.00258	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
Dichlorodifluoromethane	U		0.00107	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,1-Dichloroethane	U		0.000753	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,2-Dichloroethane	U		0.000622	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,1-Dichloroethene	U		0.000655	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
cis-1,2-Dichloroethene	U		0.000904	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
trans-1,2-Dichloroethene	U		0.00187	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,2-Dichloropropane	U		0.00166	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,1-Dichloropropene	U		0.000917	0.00250	0.00327	1	09/05/2018 17:32	<a href="#">WG1161718</a>
1,3-Dichloropropane	U		0.00229	0.00500	0.00655	1	09/05/2018 17:32	<a href="#">WG1161718</a>







## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
cis-1,3-Dichloropropene	U		0.000888	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
trans-1,3-Dichloropropene	U		0.00200	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
2,2-Dichloropropane	U		0.00104	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
Di-isopropyl ether	U		0.000458	0.00100	0.00131	1	09/05/2018 17:32	WG1161718
Ethylbenzene	U		0.000694	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
Hexachloro-1,3-butadiene	U		0.0166	0.0250	0.0327	1	09/05/2018 17:32	WG1161718
Isopropylbenzene	U		0.00113	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
p-Isopropyltoluene	U		0.00305	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
2-Butanone (MEK)	U		0.0164	0.0250	0.0327	1	09/05/2018 17:32	WG1161718
Methylene Chloride	U		0.00870	0.0250	0.0327	1	09/05/2018 17:32	WG1161718
4-Methyl-2-pentanone (MIBK)	U		0.0131	0.0250	0.0327	1	09/05/2018 17:32	WG1161718
Methyl tert-butyl ether	U		0.000386	0.00100	0.00131	1	09/05/2018 17:32	WG1161718
Naphthalene	U		0.00409	0.0125	0.0164	1	09/05/2018 17:32	WG1161718
n-Propylbenzene	U		0.00155	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
Styrene	U		0.00358	0.0125	0.0164	1	09/05/2018 17:32	WG1161718
1,1,1,2-Tetrachloroethane	U		0.000655	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
1,1,2,2-Tetrachloroethane	U		0.000511	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
1,1,2-Trichlorotrifluoroethane	U		0.000884	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
Tetrachloroethene	U		0.000917	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
Toluene	U		0.00164	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
1,2,3-Trichlorobenzene	U		0.000819	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
1,2,4-Trichlorobenzene	U		0.00631	0.0125	0.0164	1	09/05/2018 17:32	WG1161718
1,1,1-Trichloroethane	U		0.000360	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
1,1,2-Trichloroethane	U		0.00116	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
Trichloroethene	U		0.000524	0.00100	0.00131	1	09/05/2018 17:32	WG1161718
Trichlorofluoromethane	U		0.000655	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
1,2,3-Trichloropropane	U		0.00668	0.0125	0.0164	1	09/05/2018 17:32	WG1161718
1,2,4-Trimethylbenzene	U		0.00152	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
1,2,3-Trimethylbenzene	U		0.00151	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
1,3,5-Trimethylbenzene	U		0.00141	0.00500	0.00655	1	09/05/2018 17:32	WG1161718
Vinyl chloride	U		0.000895	0.00250	0.00327	1	09/05/2018 17:32	WG1161718
Xylenes, Total	U		0.00626	0.00650	0.00851	1	09/05/2018 17:32	WG1161718
(S) Toluene-d8	97.1				75.0-131		09/05/2018 17:32	WG1161718
(S) Dibromofluoromethane	98.1				65.0-129		09/05/2018 17:32	WG1161718
(S) 4-Bromofluorobenzene	93.2				67.0-138		09/05/2018 17:32	WG1161718

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Semi-Volatile Organic Compounds (GC) by Method TX 1005

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
TPH C6 - C12	U		19.6	50.0	65.5	1	09/05/2018 05:15	WG1160915
TPH C12 - C28	U		19.6	50.0	65.5	1	09/05/2018 05:15	WG1160915
TPH C28 - C35	U		19.6	50.0	65.5	1	09/05/2018 05:15	WG1160915
TPH C6 - C35	U		19.6	50.0	65.5	1	09/05/2018 05:15	WG1160915
(S) o-Terphenyl	107				70.0-130		09/05/2018 05:15	WG1160915

## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
2,4-D	U		0.00919	0.0700	0.0917	1	09/08/2018 01:23	WG1162626
Dalapon	U		0.0148	0.0700	0.0917	1	09/08/2018 01:23	WG1162626
2,4-DB	U		0.0389	0.0700	0.0917	1	09/08/2018 01:23	WG1162626
Dicamba	U		0.0206	0.0700	0.0917	1	09/08/2018 01:23	WG1162626
Dichloroprop	U		0.0321	0.0700	0.0917	1	09/08/2018 01:23	WG1162626
Dinoseb	U	J3	0.00913	0.0700	0.0917	1	09/08/2018 01:23	WG1162626
MCPA	U		0.580	6.50	8.51	1	09/08/2018 01:23	WG1162626





## Chlorinated Acid Herbicides (GC) by Method 8151

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
MCPP	U		0.481	6.50	8.51	1	09/08/2018 01:23	<a href="#">WG1162626</a>
2,4,5-T	U		0.0112	0.0700	0.0917	1	09/08/2018 01:23	<a href="#">WG1162626</a>
2,4,5-TP (Silvex)	U	<u>J3</u>	0.0140	0.0700	0.0917	1	09/08/2018 01:23	<a href="#">WG1162626</a>
(S) 2,4-Dichlorophenyl Acetic Acid	66.9				22.0-132		09/08/2018 01:23	<a href="#">WG1162626</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Tr

6 Sr

7 Qc

8 Gl

9 Al

10 Sc

## Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00177	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Alpha BHC	U		0.00178	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Beta BHC	U		0.00210	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Delta BHC	U		0.00187	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Gamma BHC	U		0.00190	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Chlordane	U		0.0511	0.200	0.262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
4,4-DDD	U		0.00204	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
4,4-DDE	U		0.00202	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
4,4-DDT	U		0.00262	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Dieldrin	U		0.00199	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Endosulfan I	U		0.00195	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Endosulfan II	U		0.00210	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Endosulfan sulfate	U		0.00198	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Endrin	U		0.00206	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Endrin aldehyde	U		0.00169	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Endrin ketone	U		0.00216	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Heptachlor	U		0.00202	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Heptachlor epoxide	U		0.00211	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Hexachlorobenzene	U		0.00162	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Methoxychlor	U		0.00233	0.0200	0.0262	1	09/05/2018 16:40	<a href="#">WG1161301</a>
Toxaphene	U		0.0472	0.400	0.524	1	09/05/2018 16:40	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	72.0				10.0-135		09/05/2018 16:40	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	71.7				10.0-139		09/05/2018 16:40	<a href="#">WG1161301</a>

## Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.00459	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
PCB 1221	U		0.00703	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
PCB 1232	U		0.00546	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
PCB 1242	U		0.00416	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
PCB 1248	U		0.00412	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
PCB 1254	U		0.00618	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
PCB 1260	U		0.00647	0.0170	0.0223	1	09/05/2018 13:22	<a href="#">WG1161301</a>
(S) Decachlorobiphenyl	59.3				10.0-135		09/05/2018 13:22	<a href="#">WG1161301</a>
(S) Tetrachloro-m-xylene	78.3				10.0-139		09/05/2018 13:22	<a href="#">WG1161301</a>

## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Acenaphthene	U		0.0168	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Acenaphthylene	U		0.0176	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Anthracene	U		0.0166	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Benzidine	U	<u>J4</u>	0.167	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Benzo(a)anthracene	U		0.0112	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Benzo(b)fluoranthene	0.0200	<u>J</u>	0.0182	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Benzo(k)fluoranthene	U		0.0152	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>



## Semi Volatile Organic Compounds (GC/MS) by Method 8270C

Analyte	Result (dry) mg/kg	Qualifier	SDL (dry) mg/kg	Unadj. MQL mg/kg	MQL (dry) mg/kg	Dilution	Analysis date / time	Batch
Benzo(g,h,i)perylene	U		0.0189	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Benzo(a)pyrene	U		0.0144	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Bis(2-chlorethoxy)methane	U		0.0202	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Bis(2-chloroethyl)ether	U		0.0235	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Bis(2-chloroisopropyl)ether	U		0.0199	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
4-Bromophenyl-phenylether	U		0.0299	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2-Chloronaphthalene	U		0.0167	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
4-Chlorophenyl-phenylether	U		0.0164	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Chrysene	0.0151	L	0.0145	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Dibenz(a,h)anthracene	U		0.0215	0.0330	0.0432	2	09/07/2018 05:51	<a href="#">WG1161580</a>
3,3-Dichlorobenzidine	U		0.208	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2,4-Dinitrotoluene	U		0.0159	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2,6-Dinitrotoluene	U		0.0193	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Fluoranthene	0.0333	L	0.0130	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Fluorene	U		0.0179	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Hexachlorobenzene	U		0.0224	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Hexachloro-1,3-butadiene	U		0.0262	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Hexachlorocyclopentadiene	U		0.154	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Hexachloroethane	U		0.0351	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Indeno(1,2,3-cd)pyrene	U		0.0202	0.0330	0.0432	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Isophorone	U		0.0137	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Naphthalene	U		0.0233	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Nitrobenzene	U		0.0182	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
n-Nitrosodimethylamine	U		0.169	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
n-Nitrosodiphenylamine	U		0.236	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
n-Nitrosodi-n-propylamine	U		0.0237	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Phenanthrene	U		0.0138	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Benzylbutyl phthalate	U		0.0270	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Bis(2-ethylhexyl)phthalate	0.0481	L	0.0314	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Di-n-butyl phthalate	0.0312	L	0.0286	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Diethyl phthalate	U		0.0181	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Dimethyl phthalate	U		0.0141	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Di-n-octyl phthalate	U		0.0238	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Pyrene	U		0.0322	0.0330	0.0864	2	09/07/2018 05:51	<a href="#">WG1161580</a>
1,2,4-Trichlorobenzene	U		0.0229	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
4-Chloro-3-methylphenol	U		0.0125	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2-Chlorophenol	U		0.0218	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2,4-Dichlorophenol	U		0.0195	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2,4-Dimethylphenol	U		0.123	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
4,6-Dinitro-2-methylphenol	U		0.325	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2,4-Dinitrophenol	U		0.257	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2-Nitrophenol	U		0.0341	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
4-Nitrophenol	U		0.138	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Pentachlorophenol	U		0.126	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
Phenol	U		0.0182	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
2,4,6-Trichlorophenol	U		0.0204	0.333	0.872	2	09/07/2018 05:51	<a href="#">WG1161580</a>
(S) 2-Fluorophenol	44.1				12.0-120		09/07/2018 05:51	<a href="#">WG1161580</a>
(S) Phenol-d5	39.8				10.0-120		09/07/2018 05:51	<a href="#">WG1161580</a>
(S) Nitrobenzene-d5	34.8				10.0-122		09/07/2018 05:51	<a href="#">WG1161580</a>
(S) 2-Fluorobiphenyl	47.6				15.0-120		09/07/2018 05:51	<a href="#">WG1161580</a>
(S) 2,4,6-Tribromophenol	83.1				10.0-127		09/07/2018 05:51	<a href="#">WG1161580</a>
(S) p-Terphenyl-d14	78.7				10.0-120		09/07/2018 05:51	<a href="#">WG1161580</a>

1 Cp
2 Tc
3 Ss
4 Cn
5 Tr
6 Sr
7 Qc
8 Gl
9 Al
10 Sc

## Sample Narrative:

L1022277-05 WG1161580: Dilution due to matrix impact during extract concentration procedure



Method Blank (MB)

(MB) R3339930-1 09/06/18 14:09

	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	%		%	%
Total Solids	0.000			

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc

L1022280-01 Original Sample (OS) • Duplicate (DUP)

(OS) L1022280-01 09/06/18 14:09 • (DUP) R3339930-3 09/06/18 14:09

	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
Analyte	%	%		%		%
Total Solids	94.5	94.0	1	0.538		10

Laboratory Control Sample (LCS)

(LCS) R3339930-2 09/06/18 14:09

	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
Analyte	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	



Method Blank (MB)

(MB) R3338869-1 09/04/18 08:29

	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/kg		mg/kg	mg/kg
Mercury	U		0.00280	0.0200

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3338869-2 09/04/18 08:32 • (LCSD) R3338869-3 09/04/18 08:34

	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	mg/kg	mg/kg	mg/kg	%	%	%			%	%
Mercury	0.300	0.320	0.336	107	112	80.0-120			4.63	20

L1022294-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022294-01 09/04/18 08:37 • (MS) R3338869-4 09/04/18 08:39 • (MSD) R3338869-5 09/04/18 08:42

	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Analyte	mg/kg	mg/kg	mg/kg	mg/kg	%	%		%			%	%
Mercury	0.300	0.0536	0.348	0.345	98.1	97.2	1	75.0-125			0.783	20

1Cp

2Tc

3Ss

4Cn

5Tr

6Sr

7Qc

8Gl

9Al

10Sc



Method Blank (MB)

(MB) R3339361-1 09/05/18 15:13

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Arsenic	U		0.0125	0.500
Barium	U		0.160	1.00
Cadmium	U		0.0800	0.500
Chromium	U		0.270	1.00
Lead	U		0.120	0.500
Selenium	U		0.190	0.500
Silver	U		0.155	0.500

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Tr

<sup>6</sup> Sr

<sup>7</sup> Qc

<sup>8</sup> Gl

<sup>9</sup> Al

<sup>10</sup> Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339361-2 09/05/18 15:18 • (LCSD) R3339361-3 09/05/18 15:23

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Arsenic	100	97.7	93.4	97.7	93.4	80.0-120			4.50	20
Barium	100	92.2	91.4	92.2	91.4	80.0-120			0.779	20
Cadmium	100	94.1	93.9	94.1	93.9	80.0-120			0.215	20
Chromium	100	102	96.6	102	96.6	80.0-120			5.06	20
Lead	100	94.4	89.6	94.4	89.6	80.0-120			5.12	20
Selenium	100	95.0	90.1	95.0	90.1	80.0-120			5.29	20
Silver	20.0	20.6	20.4	103	102	80.0-120			0.909	20

L1022277-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022277-01 09/05/18 15:27 • (MS) R3339361-6 09/05/18 15:41 • (MSD) R3339361-7 09/05/18 15:46

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Arsenic	22.7	31.8	118	111	75.6	70.2	5	75.0-125		J6	5.34	20
Barium	22.7	272	182	239	0.000	0.000	5	75.0-125	J6	J3 J6	27.3	20
Cadmium	22.7	0.354	107	105	93.6	92.0	5	75.0-125			1.72	20
Chromium	22.7	13.8	126	121	99.0	94.7	5	75.0-125			3.93	20
Lead	22.7	8.01	111	111	91.2	90.6	5	75.0-125			0.626	20
Selenium	22.7	0.697	107	104	93.4	91.1	5	75.0-125			2.55	20
Silver	4.54	U	23.3	22.9	103	101	5	75.0-125			1.58	20



Method Blank (MB)

(MB) R3340102-2 09/05/18 13:08

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0137	0.0250
Acrylonitrile	U		0.00190	0.0125
Benzene	U		0.000400	0.00100
Bromobenzene	U		0.00105	0.0125
Bromodichloromethane	U		0.000788	0.00250
Bromoform	U		0.00598	0.0250
Bromomethane	U		0.00370	0.0125
n-Butylbenzene	U		0.00384	0.0125
sec-Butylbenzene	U		0.00253	0.0125
tert-Butylbenzene	U		0.00155	0.00500
Carbon tetrachloride	U		0.00108	0.00500
Chlorobenzene	U		0.000573	0.00250
Chlorodibromomethane	U		0.000450	0.00250
Chloroethane	U		0.00108	0.00500
Chloroform	U		0.000415	0.00250
Chloromethane	U		0.00139	0.0125
2-Chlorotoluene	U		0.000920	0.00250
4-Chlorotoluene	U		0.00113	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00510	0.0250
1,2-Dibromoethane	U		0.000525	0.00250
Dibromomethane	U		0.00100	0.00500
1,2-Dichlorobenzene	U		0.00145	0.00500
1,3-Dichlorobenzene	U		0.00170	0.00500
1,4-Dichlorobenzene	U		0.00197	0.00500
Dichlorodifluoromethane	U		0.000818	0.00250
1,1-Dichloroethane	U		0.000575	0.00250
1,2-Dichloroethane	U		0.000475	0.00250
1,1-Dichloroethene	U		0.000500	0.00250
cis-1,2-Dichloroethene	U		0.000690	0.00250
trans-1,2-Dichloroethene	U		0.00143	0.00500
1,2-Dichloropropane	U		0.00127	0.00500
1,1-Dichloropropene	U		0.000700	0.00250
1,3-Dichloropropane	U		0.00175	0.00500
cis-1,3-Dichloropropene	U		0.000678	0.00250
trans-1,3-Dichloropropene	U		0.00153	0.00500
2,2-Dichloropropane	U		0.000793	0.00250
Di-isopropyl ether	U		0.000350	0.00100
Ethylbenzene	U		0.000530	0.00250
Hexachloro-1,3-butadiene	U		0.0127	0.0250
Isopropylbenzene	U		0.000863	0.00250

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc



Method Blank (MB)

(MB) R3340102-2 09/05/18 13:08

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
p-Isopropyltoluene	U		0.00233	0.00500
2-Butanone (MEK)	U		0.0125	0.0250
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.0100	0.0250
Methyl tert-butyl ether	U		0.000295	0.00100
Naphthalene	U		0.00312	0.0125
n-Propylbenzene	U		0.00118	0.00500
Styrene	U		0.00273	0.0125
1,1,1,2-Tetrachloroethane	U		0.000500	0.00250
1,1,2,2-Tetrachloroethane	U		0.000390	0.00250
Tetrachloroethene	U		0.000700	0.00250
Toluene	U		0.00125	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000675	0.00250
1,2,3-Trichlorobenzene	U		0.000625	0.00250
1,2,4-Trichlorobenzene	U		0.00482	0.0125
1,1,1-Trichloroethane	U		0.000275	0.00250
1,1,2-Trichloroethane	U		0.000883	0.00250
Trichloroethene	U		0.000400	0.00100
Trichlorofluoromethane	U		0.000500	0.00250
1,2,3-Trichloropropane	U		0.00510	0.0125
1,2,3-Trimethylbenzene	U		0.00115	0.00500
1,2,4-Trimethylbenzene	U		0.00116	0.00500
1,3,5-Trimethylbenzene	U		0.00108	0.00500
Vinyl chloride	U		0.000683	0.00250
Xylenes, Total	U		0.00478	0.00650
(S) Toluene-d8	101			75.0-131
(S) Dibromofluoromethane	103			65.0-129
(S) 4-Bromofluorobenzene	93.3			67.0-138

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc

Laboratory Control Sample (LCS)

(LCS) R3340102-1 09/05/18 11:52

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Acetone	0.625	0.799	128	10.0-160	
Acrylonitrile	0.625	0.727	116	45.0-153	
Benzene	0.125	0.112	90.0	70.0-123	
Bromobenzene	0.125	0.118	94.8	73.0-121	
Bromodichloromethane	0.125	0.149	120	73.0-121	





Laboratory Control Sample (LCS)

(LCS) R3340102-1 09/05/18 11:52

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Bromoform	0.125	0.150	120	64.0-132	
Bromomethane	0.125	0.106	84.8	56.0-147	
n-Butylbenzene	0.125	0.118	94.0	68.0-135	
sec-Butylbenzene	0.125	0.113	90.2	74.0-130	
tert-Butylbenzene	0.125	0.118	94.5	75.0-127	
Carbon tetrachloride	0.125	0.141	113	66.0-128	
Chlorobenzene	0.125	0.130	104	76.0-128	
Chlorodibromomethane	0.125	0.128	102	74.0-127	
Chloroethane	0.125	0.129	103	61.0-134	
Chloroform	0.125	0.122	97.4	72.0-123	
Chloromethane	0.125	0.146	116	51.0-138	
2-Chlorotoluene	0.125	0.109	86.9	75.0-124	
4-Chlorotoluene	0.125	0.120	95.9	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.143	114	59.0-130	
1,2-Dibromoethane	0.125	0.120	95.7	74.0-128	
Dibromomethane	0.125	0.138	110	75.0-122	
1,2-Dichlorobenzene	0.125	0.116	93.0	76.0-124	
1,3-Dichlorobenzene	0.125	0.123	98.6	76.0-125	
1,4-Dichlorobenzene	0.125	0.117	93.5	77.0-121	
Dichlorodifluoromethane	0.125	0.119	95.1	43.0-156	
1,1-Dichloroethane	0.125	0.134	107	70.0-127	
1,2-Dichloroethane	0.125	0.134	107	65.0-131	
1,1-Dichloroethene	0.125	0.125	99.9	65.0-131	
cis-1,2-Dichloroethene	0.125	0.117	93.8	73.0-125	
trans-1,2-Dichloroethene	0.125	0.103	82.6	71.0-125	
1,2-Dichloropropane	0.125	0.121	97.0	74.0-125	
1,1-Dichloropropene	0.125	0.110	88.4	73.0-125	
1,3-Dichloropropane	0.125	0.122	97.8	80.0-125	
cis-1,3-Dichloropropene	0.125	0.124	99.2	76.0-127	
trans-1,3-Dichloropropene	0.125	0.141	113	73.0-127	
2,2-Dichloropropane	0.125	0.127	101	59.0-135	
Di-isopropyl ether	0.125	0.145	116	60.0-136	
Ethylbenzene	0.125	0.120	96.3	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.141	113	57.0-150	
Isopropylbenzene	0.125	0.114	90.9	72.0-127	
p-Isopropyltoluene	0.125	0.115	91.7	72.0-133	
2-Butanone (MEK)	0.625	0.835	134	30.0-160	
Methylene Chloride	0.125	0.108	86.6	68.0-123	
4-Methyl-2-pentanone (MIBK)	0.625	0.870	139	56.0-143	
Methyl tert-butyl ether	0.125	0.128	103	66.0-132	

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc



Laboratory Control Sample (LCS)

(LCS) R3340102-1 09/05/18 11:52

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Naphthalene	0.125	0.119	95.0	59.0-130	
n-Propylbenzene	0.125	0.111	89.1	74.0-126	
Styrene	0.125	0.116	92.4	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.134	107	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.122	97.5	68.0-128	
Tetrachloroethene	0.125	0.105	83.9	70.0-136	
Toluene	0.125	0.116	92.9	75.0-121	
1,1,2-Trichlorotrifluoroethane	0.125	0.103	82.7	61.0-139	
1,2,3-Trichlorobenzene	0.125	0.121	96.5	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.125	100	62.0-137	
1,1,1-Trichloroethane	0.125	0.133	106	69.0-126	
1,1,2-Trichloroethane	0.125	0.122	97.6	78.0-123	
Trichloroethene	0.125	0.130	104	76.0-126	
Trichlorofluoromethane	0.125	0.126	101	61.0-142	
1,2,3-Trichloropropane	0.125	0.128	102	67.0-129	
1,2,3-Trimethylbenzene	0.125	0.117	94.0	74.0-124	
1,2,4-Trimethylbenzene	0.125	0.121	96.9	70.0-126	
1,3,5-Trimethylbenzene	0.125	0.114	91.5	73.0-127	
Vinyl chloride	0.125	0.133	106	63.0-134	
Xylenes, Total	0.375	0.367	97.9	72.0-127	
(S) Toluene-d8			102	75.0-131	
(S) Dibromofluoromethane			101	65.0-129	
(S) 4-Bromofluorobenzene			96.3	67.0-138	

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Tr

<sup>6</sup> Sr

<sup>7</sup> Qc

<sup>8</sup> Gl

<sup>9</sup> Al

<sup>10</sup> Sc

L1022330-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022330-03 09/05/18 18:28 • (MS) R3340102-3 09/05/18 22:15 • (MSD) R3340102-4 09/05/18 22:34

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	0.625	0.0826	1.40	0.874	170	102	1.24	10.0-160	J5	J3	46.4	40
Acrylonitrile	0.625	U	0.891	0.786	115	101	1.24	10.0-160			12.5	40
Benzene	0.125	U	0.0603	0.125	38.9	80.7	1.24	10.0-149		J3	69.8	37
Bromobenzene	0.125	U	0.102	0.152	66.0	98.2	1.24	10.0-156		J3	39.2	38
Bromodichloromethane	0.125	U	0.107	0.171	69.2	110	1.24	10.0-143		J3	45.8	37
Bromoform	0.125	U	0.149	0.166	96.0	107	1.24	10.0-146			11.1	36
Bromomethane	0.125	U	0.0346	0.0803	22.3	51.8	1.24	10.0-149		J3	79.5	38
n-Butylbenzene	0.125	U	0.0771	0.164	49.8	106	1.24	10.0-160		J3	71.9	40
sec-Butylbenzene	0.125	U	0.0660	0.147	42.5	95.0	1.24	10.0-159		J3	76.3	39
tert-Butylbenzene	0.125	U	0.0647	0.142	41.7	91.9	1.24	10.0-156		J3	75.1	39

L1022330-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022330-03 09/05/18 18:28 • (MS) R3340102-3 09/05/18 22:15 • (MSD) R3340102-4 09/05/18 22:34

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	0.125	U	0.0600	0.160	38.7	103	1.24	10.0-145		J3	90.8	37
Chlorobenzene	0.125	U	0.0904	0.162	58.3	105	1.24	10.0-152		J3	56.8	39
Chlorodibromomethane	0.125	U	0.123	0.167	79.6	108	1.24	10.0-146			29.9	37
Chloroethane	0.125	U	0.0256	0.0846	16.5	54.6	1.24	10.0-146		J3	107	40
Chloroform	0.125	U	0.0812	0.149	52.4	96.2	1.24	10.0-146		J3	58.9	37
Chloromethane	0.125	U	0.0365	0.0856	23.5	55.3	1.24	10.0-159		J3	80.5	37
2-Chlorotoluene	0.125	U	0.0740	0.142	47.7	91.8	1.24	10.0-159		J3	63.2	38
4-Chlorotoluene	0.125	U	0.0837	0.155	54.0	99.8	1.24	10.0-155		J3	59.5	39
1,2-Dibromo-3-Chloropropane	0.125	U	0.203	0.156	131	100	1.24	10.0-151			26.3	39
1,2-Dibromoethane	0.125	U	0.120	0.148	77.5	95.3	1.24	10.0-148			20.6	34
Dibromomethane	0.125	U	0.123	0.169	79.1	109	1.24	10.0-147			31.8	35
1,2-Dichlorobenzene	0.125	U	0.121	0.162	78.2	104	1.24	10.0-155			28.6	37
1,3-Dichlorobenzene	0.125	U	0.101	0.152	65.1	98.0	1.24	10.0-153		J3	40.3	38
1,4-Dichlorobenzene	0.125	U	0.104	0.160	67.0	103	1.24	10.0-151		J3	42.7	38
Dichlorodifluoromethane	0.125	U	0.0238	0.0731	15.4	47.1	1.24	10.0-160		J3	102	35
1,1-Dichloroethane	0.125	U	0.0702	0.143	45.3	92.3	1.24	10.0-147		J3	68.3	37
1,2-Dichloroethane	0.125	U	0.102	0.143	65.5	92.3	1.24	10.0-148			33.9	35
1,1-Dichloroethene	0.125	U	0.0388	0.112	25.1	72.1	1.24	10.0-155		J3	96.8	37
cis-1,2-Dichloroethene	0.125	U	0.0686	0.131	44.3	84.5	1.24	10.0-149		J3	62.5	37
trans-1,2-Dichloroethene	0.125	U	0.0381	0.101	24.6	65.0	1.24	10.0-150		J3	90.2	37
1,2-Dichloropropane	0.125	U	0.0876	0.141	56.5	91.0	1.24	10.0-148		J3	46.7	37
1,1-Dichloropropene	0.125	U	0.0446	0.122	28.8	79.0	1.24	10.0-153		J3	93.1	35
1,3-Dichloropropane	0.125	U	0.119	0.155	77.0	100	1.24	10.0-154			26.3	35
cis-1,3-Dichloropropene	0.125	U	0.0939	0.146	60.6	94.0	1.24	10.0-151		J3	43.2	37
trans-1,3-Dichloropropene	0.125	U	0.117	0.148	75.4	95.2	1.24	10.0-148			23.3	37
2,2-Dichloropropane	0.125	U	0.0577	0.141	37.2	91.2	1.24	10.0-138		J3	84.1	36
Di-isopropyl ether	0.125	U	0.0988	0.158	63.7	102	1.24	10.0-147		J3	46.3	36
Ethylbenzene	0.125	U	0.0755	0.152	48.7	98.3	1.24	10.0-160		J3	67.5	38
Hexachloro-1,3-butadiene	0.125	U	0.125	0.194	80.7	125	1.24	10.0-160		J3	43.3	40
Isopropylbenzene	0.125	U	0.0636	0.146	41.0	94.0	1.24	10.0-155		J3	78.4	38
p-Isopropyltoluene	0.125	U	0.0673	0.152	43.4	98.0	1.24	10.0-160		J3	77.2	40
2-Butanone (MEK)	0.625	U	0.960	0.906	124	117	1.24	10.0-160			5.81	40
Methylene Chloride	0.125	0.00679	0.0809	0.123	52.2	79.3	1.24	10.0-141		J3	41.2	37
4-Methyl-2-pentanone (MIBK)	0.625	0.0101	0.954	0.964	123	124	1.24	10.0-160			1.01	35
Methyl tert-butyl ether	0.125	U	0.108	0.134	69.9	86.4	1.24	11.0-147			21.1	35
Naphthalene	0.125	U	0.180	0.152	116	98.3	1.24	10.0-160			16.9	36
n-Propylbenzene	0.125	U	0.0614	0.143	39.6	91.9	1.24	10.0-158		J3	79.5	38
Styrene	0.125	U	0.0869	0.148	56.1	95.6	1.24	10.0-160		J3	52.1	40
1,1,1,2-Tetrachloroethane	0.125	U	0.103	0.175	66.6	113	1.24	10.0-149		J3	51.5	39
1,1,2,2-Tetrachloroethane	0.125	U	0.130	0.141	83.7	90.7	1.24	10.0-160			8.05	35

1

Cp

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Tc

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Ss

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Cn

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Tr

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Sr

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Qc

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Gl

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Al

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Sc



L1022330-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022330-03 09/05/18 18:28 • (MS) R3340102-3 09/05/18 22:15 • (MSD) R3340102-4 09/05/18 22:34

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Tetrachloroethene	0.125	U	0.0544	0.126	35.1	81.4	1.24	10.0-156		J3	79.5	39
Toluene	0.125	U	0.0665	0.142	42.9	91.8	1.24	10.0-156		J3	72.5	38
1,1,2-Trichlorotrifluoroethane	0.125	U	0.0369	0.109	23.8	70.5	1.24	10.0-160		J3	99.1	36
1,2,3-Trichlorobenzene	0.125	U	0.130	0.157	84.1	101	1.24	10.0-160			18.3	40
1,2,4-Trichlorobenzene	0.125	U	0.188	0.167	121	108	1.24	10.0-160			11.6	40
1,1,1-Trichloroethane	0.125	U	0.0564	0.148	36.4	95.3	1.24	10.0-144		J3	89.5	35
1,1,2-Trichloroethane	0.125	U	0.121	0.154	77.8	99.5	1.24	10.0-160			24.4	35
Trichloroethene	0.125	U	0.0681	0.146	43.9	94.3	1.24	10.0-156		J3	72.9	38
Trichlorofluoromethane	0.125	U	0.0338	0.0939	21.8	60.6	1.24	10.0-160		J3	94.1	40
1,2,3-Trichloropropane	0.125	U	0.134	0.166	86.4	107	1.24	10.0-156			21.1	35
1,2,3-Trimethylbenzene	0.125	U	0.0894	0.148	57.7	95.4	1.24	10.0-160		J3	49.3	36
1,2,4-Trimethylbenzene	0.125	U	0.0815	0.154	52.6	99.1	1.24	10.0-160		J3	61.3	36
1,3,5-Trimethylbenzene	0.125	U	0.0759	0.151	49.0	97.6	1.24	10.0-160		J3	66.4	38
Vinyl chloride	0.125	U	0.0334	0.0946	21.5	61.0	1.24	10.0-160		J3	95.6	37
Xylenes, Total	0.375	U	0.237	0.473	51.0	102	1.24	10.0-160		J3	66.4	38
(S) Toluene-d8					104	104		75.0-131				
(S) Dibromofluoromethane					98.8	95.5		65.0-129				
(S) 4-Bromofluorobenzene					93.2	91.9		67.0-138				

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc

Method Blank (MB)

(MB) R3340367-2 09/08/18 21:35

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0137	0.0250
Acrylonitrile	U		0.00190	0.0125
Benzene	U		0.000400	0.00100
Bromobenzene	U		0.00105	0.0125
Bromodichloromethane	U		0.000788	0.00250
Bromoform	U		0.00598	0.0250
Bromomethane	U		0.00370	0.0125
n-Butylbenzene	U		0.00384	0.0125
sec-Butylbenzene	U		0.00253	0.0125
tert-Butylbenzene	U		0.00155	0.00500
Carbon tetrachloride	U		0.00108	0.00500
Chlorobenzene	U		0.000573	0.00250
Chlorodibromomethane	U		0.000450	0.00250
Chloroethane	U		0.00108	0.00500
Chloroform	U		0.000415	0.00250
Chloromethane	U		0.00139	0.0125
2-Chlorotoluene	U		0.000920	0.00250
4-Chlorotoluene	U		0.00113	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00510	0.0250
1,2-Dibromoethane	U		0.000525	0.00250
Dibromomethane	U		0.00100	0.00500
1,2-Dichlorobenzene	U		0.00145	0.00500
1,3-Dichlorobenzene	U		0.00170	0.00500
1,4-Dichlorobenzene	U		0.00197	0.00500
Dichlorodifluoromethane	U		0.000818	0.00250
1,1-Dichloroethane	U		0.000575	0.00250
1,2-Dichloroethane	U		0.000475	0.00250
1,1-Dichloroethene	U		0.000500	0.00250
cis-1,2-Dichloroethene	U		0.000690	0.00250
trans-1,2-Dichloroethene	U		0.00143	0.00500
1,2-Dichloropropane	U		0.00127	0.00500
1,1-Dichloropropene	U		0.000700	0.00250
1,3-Dichloropropane	U		0.00175	0.00500
cis-1,3-Dichloropropene	U		0.000678	0.00250
trans-1,3-Dichloropropene	U		0.00153	0.00500
2,2-Dichloropropane	U		0.000793	0.00250
Di-isopropyl ether	U		0.000350	0.00100
Ethylbenzene	U		0.000530	0.00250
Hexachloro-1,3-butadiene	U		0.0127	0.0250
Isopropylbenzene	U		0.000863	0.00250

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Cp

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Tc

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Ss

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Cn

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Tr

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Sr

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Qc

8

Gl

9

Al

10

Sc



Method Blank (MB)

(MB) R3340367-2 09/08/18 21:35

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
p-Isopropyltoluene	U		0.00233	0.00500
2-Butanone (MEK)	U		0.0125	0.0250
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.0100	0.0250
Methyl tert-butyl ether	U		0.000295	0.00100
Naphthalene	U		0.00312	0.0125
n-Propylbenzene	U		0.00118	0.00500
Styrene	U		0.00273	0.0125
1,1,1,2-Tetrachloroethane	U		0.000500	0.00250
1,1,2,2-Tetrachloroethane	U		0.000390	0.00250
Tetrachloroethene	U		0.000700	0.00250
Toluene	U		0.00125	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000675	0.00250
1,2,3-Trichlorobenzene	U		0.000625	0.00250
1,2,4-Trichlorobenzene	U		0.00482	0.0125
1,1,1-Trichloroethane	U		0.000275	0.00250
1,1,2-Trichloroethane	U		0.000883	0.00250
Trichloroethene	U		0.000400	0.00100
Trichlorofluoromethane	U		0.000500	0.00250
1,2,3-Trichloropropane	U		0.00510	0.0125
1,2,3-Trimethylbenzene	U		0.00115	0.00500
1,2,4-Trimethylbenzene	U		0.00116	0.00500
1,3,5-Trimethylbenzene	U		0.00108	0.00500
Vinyl chloride	U		0.000683	0.00250
Xylenes, Total	U		0.00478	0.00650
(S) Toluene-d8	103			75.0-131
(S) Dibromofluoromethane	98.6			65.0-129
(S) 4-Bromofluorobenzene	93.6			67.0-138

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc

Laboratory Control Sample (LCS)

(LCS) R3340367-1 09/08/18 20:25

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Acetone	0.625	0.615	98.5	10.0-160	
Acrylonitrile	0.625	0.645	103	45.0-153	
Benzene	0.125	0.105	84.2	70.0-123	
Bromobenzene	0.125	0.119	95.1	73.0-121	
Bromodichloromethane	0.125	0.146	117	73.0-121	



Laboratory Control Sample (LCS)

(LCS) R3340367-1 09/08/18 20:25

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Bromoform	0.125	0.141	113	64.0-132	
Bromomethane	0.125	0.103	82.6	56.0-147	
n-Butylbenzene	0.125	0.118	94.2	68.0-135	
sec-Butylbenzene	0.125	0.111	88.4	74.0-130	
tert-Butylbenzene	0.125	0.112	89.5	75.0-127	
Carbon tetrachloride	0.125	0.145	116	66.0-128	
Chlorobenzene	0.125	0.126	101	76.0-128	
Chlorodibromomethane	0.125	0.135	108	74.0-127	
Chloroethane	0.125	0.116	92.7	61.0-134	
Chloroform	0.125	0.118	94.3	72.0-123	
Chloromethane	0.125	0.123	98.4	51.0-138	
2-Chlorotoluene	0.125	0.109	86.9	75.0-124	
4-Chlorotoluene	0.125	0.117	93.3	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.134	107	59.0-130	
1,2-Dibromoethane	0.125	0.116	93.0	74.0-128	
Dibromomethane	0.125	0.128	102	75.0-122	
1,2-Dichlorobenzene	0.125	0.122	97.8	76.0-124	
1,3-Dichlorobenzene	0.125	0.116	93.1	76.0-125	
1,4-Dichlorobenzene	0.125	0.112	89.9	77.0-121	
Dichlorodifluoromethane	0.125	0.126	101	43.0-156	
1,1-Dichloroethane	0.125	0.116	92.9	70.0-127	
1,2-Dichloroethane	0.125	0.124	99.2	65.0-131	
1,1-Dichloroethene	0.125	0.113	90.1	65.0-131	
cis-1,2-Dichloroethene	0.125	0.107	85.6	73.0-125	
trans-1,2-Dichloroethene	0.125	0.103	82.3	71.0-125	
1,2-Dichloropropane	0.125	0.105	84.1	74.0-125	
1,1-Dichloropropene	0.125	0.108	86.7	73.0-125	
1,3-Dichloropropane	0.125	0.125	100	80.0-125	
cis-1,3-Dichloropropene	0.125	0.112	90.0	76.0-127	
trans-1,3-Dichloropropene	0.125	0.132	106	73.0-127	
2,2-Dichloropropane	0.125	0.130	104	59.0-135	
Di-isopropyl ether	0.125	0.123	98.0	60.0-136	
Ethylbenzene	0.125	0.125	99.7	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.147	117	57.0-150	
Isopropylbenzene	0.125	0.110	87.9	72.0-127	
p-Isopropyltoluene	0.125	0.112	89.8	72.0-133	
2-Butanone (MEK)	0.625	0.646	103	30.0-160	
Methylene Chloride	0.125	0.0985	78.8	68.0-123	
4-Methyl-2-pentanone (MIBK)	0.625	0.755	121	56.0-143	
Methyl tert-butyl ether	0.125	0.125	99.9	66.0-132	

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc





Laboratory Control Sample (LCS)

(LCS) R3340367-1 09/08/18 20:25

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Naphthalene	0.125	0.116	92.6	59.0-130	
n-Propylbenzene	0.125	0.106	85.2	74.0-126	
Styrene	0.125	0.109	87.5	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.138	111	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.109	87.4	68.0-128	
Tetrachloroethene	0.125	0.112	89.2	70.0-136	
Toluene	0.125	0.113	90.1	75.0-121	
1,1,2-Trichlorotrifluoroethane	0.125	0.100	80.1	61.0-139	
1,2,3-Trichlorobenzene	0.125	0.133	107	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.126	101	62.0-137	
1,1,1-Trichloroethane	0.125	0.126	101	69.0-126	
1,1,2-Trichloroethane	0.125	0.114	91.3	78.0-123	
Trichloroethene	0.125	0.123	98.4	76.0-126	
Trichlorofluoromethane	0.125	0.113	90.6	61.0-142	
1,2,3-Trichloropropane	0.125	0.124	99.4	67.0-129	
1,2,3-Trimethylbenzene	0.125	0.112	89.8	74.0-124	
1,2,4-Trimethylbenzene	0.125	0.119	95.2	70.0-126	
1,3,5-Trimethylbenzene	0.125	0.109	87.0	73.0-127	
Vinyl chloride	0.125	0.124	99.0	63.0-134	
Xylenes, Total	0.375	0.363	96.8	72.0-127	
(S) Toluene-d8			105	75.0-131	
(S) Dibromofluoromethane			101	65.0-129	
(S) 4-Bromofluorobenzene			94.6	67.0-138	

1

Cp

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Tc

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Ss

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Cn

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Tr

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Sr

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Qc

8

Gl

9

Al

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Sc

Method Blank (MB)

(MB) R3339046-1 09/04/18 21:21

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
TPH C6 - C12	U		15.0	50.0
TPH C12 - C28	U		15.0	50.0
TPH C28 - C35	U		15.0	50.0
TPH C6 - C35	U		15.0	50.0
(S) o-Terphenyl	100			70.0-130

1Cp

2Tc

3Ss

4Cn

5Tr

6Sr

7Qc

8Gl

9Al

10Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339046-2 09/04/18 21:35 • (LCSD) R3339046-3 09/04/18 21:49

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
TPH C6 - C12	250	264	272	106	109	75.0-125			2.99	20
TPH C12 - C28	250	252	257	101	103	75.0-125			1.96	20
TPH C6 - C35	500	516	529	103	106	75.0-125			2.49	20
(S) o-Terphenyl				114	117	70.0-130				

L1021288-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1021288-04 09/04/18 22:57 • (MS) R3339046-4 09/04/18 23:10 • (MSD) R3339046-5 09/04/18 23:24

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
TPH C6 - C12	345	U	360	377	104	109	1	75.0-125			4.49	20
TPH C12 - C28	345	U	364	378	106	110	1	75.0-125			3.72	20
TPH C6 - C35	690	U	725	755	105	109	1	75.0-125			4.10	20
(S) o-Terphenyl					111	0.000		70.0-130		J2		



Method Blank (MB)

(MB) R3339859-1 09/06/18 20:53

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
2,4-D	U		0.00702	0.0700
Dalapon	U		0.0113	0.0700
2,4-DB	U		0.0297	0.0700
Dicamba	U		0.0157	0.0700
Dichloroprop	U		0.0245	0.0700
Dinoseb	U		0.00697	0.0700
MCPA	U		0.443	6.50
MCPP	U		0.367	6.50
2,4,5-T	U		0.00852	0.0700
2,4,5-TP (Silvex)	U		0.0107	0.0700
(S) 2,4-Dichlorophenyl Acetic Acid	75.4			22.0-132

1Cp

2Tc

3Ss

4Cn

5Tr

6Sr

7Qc

8Gl

9Al

10Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339859-2 09/06/18 21:06 • (LCSD) R3339859-3 09/06/18 21:20

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
2,4-D	0.167	0.120	0.115	71.9	68.9	40.0-120			4.26	20
Dalapon	0.167	0.0828	0.0801	49.6	48.0	15.0-120			3.31	27
2,4-DB	0.167	0.138	0.131	82.6	78.4	25.0-143			5.20	20
Dicamba	0.167	0.109	0.104	65.3	62.3	43.0-120			4.69	20
Dichloroprop	0.167	0.127	0.120	76.0	71.9	32.0-129			5.67	20
Dinoseb	0.167	0.0151	0.0548	9.04	32.8	10.0-120	J4	J3	114	40
MCPA	1.67	1.85	1.88	111	113	31.0-121			1.61	33
MCPP	1.67	0.859	0.930	51.4	55.7	28.0-133			7.94	33
2,4,5-T	0.167	0.102	0.110	61.1	65.9	41.0-120			7.55	20
2,4,5-TP (Silvex)	0.167	0.122	0.118	73.1	70.7	42.0-120			3.33	20
(S) 2,4-Dichlorophenyl Acetic Acid				84.4	85.0	22.0-132				

L1021632-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1021632-03 09/06/18 22:00 • (MS) R3339859-4 09/06/18 22:14 • (MSD) R3339859-5 09/06/18 22:27

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
2,4-D	0.175	U	0.0758	0.0844	43.4	48.3	1	10.0-160			10.8	24
Dalapon	0.175	U	0.0433	0.0505	24.8	28.9	1	10.0-121			15.4	27
2,4-DB	0.175	U	0.111	0.109	63.5	62.3	1	10.0-160			1.90	22



L1022277-01,02

L1021632-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1021632-03 09/06/18 22:00 • (MS) R3339859-4 09/06/18 22:14 • (MSD) R3339859-5 09/06/18 22:27

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Dicamba	0.175	U	0.0849	0.0931	48.6	53.3	1	10.0-154			9.29	21
Dichloroprop	0.175	U	0.0842	0.0928	48.2	53.1	1	10.0-158			9.69	20
Dinoseb	0.175	U	0.0487	0.0554	27.8	31.7	1	10.0-120			12.9	40
MCPA	1.75	U	1.38	1.22	79.0	70.1	1	10.0-160			12.0	40
MCPP	1.75	U	0.527	0.790	30.2	45.2	1	10.0-160			39.9	40
2,4,5-T	0.175	U	0.0774	0.0861	44.3	49.3	1	10.0-157			10.6	20
2,4,5-TP (Silvex)	0.175	U	0.0766	0.0796	43.8	45.6	1	10.0-156			3.88	20
(S) 2,4-Dichlorophenyl Acetic Acid					71.3	71.3		22.0-132				

1Cp

2Tc

3Ss

4Cn

5Tr

6Sr

7Qc

8Gl

9Al

10Sc



Method Blank (MB)

(MB) R3340481-1 09/08/18 00:15

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
2,4-D	U		0.00702	0.0700
Dalapon	U		0.0113	0.0700
2,4-DB	U		0.0297	0.0700
Dicamba	U		0.0157	0.0700
Dichloroprop	U		0.0245	0.0700
Dinoseb	U		0.00697	0.0700
MCPA	U		0.443	6.50
MCPP	U		0.367	6.50
2,4,5-T	U		0.00852	0.0700
2,4,5-TP (Silvex)	U		0.0107	0.0700
(S) 2,4-Dichlorophenyl Acetic Acid	71.9			22.0-132

1Cp

2Tc

3Ss

4Cn

5Tr

6Sr

7Qc

8Gl

9Al

10Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3340481-2 09/08/18 00:28 • (LCSD) R3340481-3 09/08/18 00:42

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
2,4-D	0.167	0.109	0.116	65.3	69.5	40.0-120			6.22	20
Dalapon	0.167	0.0787	0.0797	47.1	47.7	15.0-120			1.26	27
2,4-DB	0.167	0.118	0.130	70.7	77.8	25.0-143			9.68	20
Dicamba	0.167	0.103	0.107	61.7	64.1	43.0-120			3.81	20
Dichloroprop	0.167	0.116	0.122	69.5	73.1	32.0-129			5.04	20
Dinoseb	0.167	0.0210	0.0395	12.6	23.7	10.0-120		J3	61.2	40
MCPA	1.67	1.85	2.02	111	121	31.0-121			8.79	33
MCPP	1.67	0.823	0.972	49.3	58.2	28.0-133			16.6	33
2,4,5-T	0.167	0.104	0.117	62.3	70.1	41.0-120			11.8	20
2,4,5-TP (Silvex)	0.167	0.0886	0.119	53.1	71.3	42.0-120		J3	29.3	20
(S) 2,4-Dichlorophenyl Acetic Acid				67.1	70.1	22.0-132				



Method Blank (MB)

(MB) R3339282-3 09/05/18 13:28

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Aldrin	U		0.00135	0.0200
Alpha BHC	U		0.00136	0.0200
Beta BHC	U		0.00160	0.0200
Delta BHC	U		0.00143	0.0200
Gamma BHC	U		0.00145	0.0200
4,4-DDD	U		0.00156	0.0200
4,4-DDE	U		0.00154	0.0200
4,4-DDT	U		0.00200	0.0200
Dieldrin	U		0.00152	0.0200
Endosulfan I	U		0.00149	0.0200
Endosulfan II	U		0.00160	0.0200
Endosulfan sulfate	U		0.00151	0.0200
Endrin	U		0.00157	0.0200
Endrin aldehyde	U		0.00129	0.0200
Endrin ketone	U		0.00165	0.0200
Heptachlor	U		0.00154	0.0200
Heptachlor epoxide	U		0.00161	0.0200
Hexachlorobenzene	U		0.00124	0.0200
Methoxychlor	U		0.00178	0.0200
Chlordane	U		0.0390	0.200
Toxaphene	U		0.0360	0.400
(S) Decachlorobiphenyl	84.2			10.0-135
(S) Tetrachloro-m-xylene	80.2			10.0-139

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339282-1 09/05/18 13:03 • (LCSD) R3339282-2 09/05/18 13:15

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Aldrin	0.0666	0.0480	0.0534	72.1	80.2	34.0-136			10.7	38
Alpha BHC	0.0666	0.0515	0.0574	77.3	86.2	34.0-139			10.8	38
Beta BHC	0.0666	0.0468	0.0518	70.3	77.8	34.0-133			10.1	37
Delta BHC	0.0666	0.0461	0.0518	69.2	77.8	34.0-135			11.6	38
Gamma BHC	0.0666	0.0485	0.0538	72.8	80.8	34.0-136			10.4	38
4,4-DDD	0.0666	0.0551	0.0596	82.7	89.5	33.0-141			7.85	39
4,4-DDE	0.0666	0.0490	0.0533	73.6	80.0	34.0-134			8.41	38
4,4-DDT	0.0666	0.0530	0.0574	79.6	86.2	30.0-143			7.97	40
Dieldrin	0.0666	0.0560	0.0608	84.1	91.3	35.0-137			8.22	37
Endosulfan I	0.0666	0.0490	0.0532	73.6	79.9	34.0-134			8.22	37

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339282-1 09/05/18 13:03 • (LCSD) R3339282-2 09/05/18 13:15

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	<u>LCS Qualifier</u>	<u>LCSD Qualifier</u>	RPD %	RPD Limits %
Endosulfan II	0.0666	0.0482	0.0525	72.4	78.8	35.0-132			8.54	38
Endosulfan sulfate	0.0666	0.0518	0.0558	77.8	83.8	35.0-132			7.43	37
Endrin	0.0666	0.0547	0.0589	82.1	88.4	34.0-137			7.39	37
Endrin aldehyde	0.0666	0.0470	0.0545	70.6	81.8	23.0-121			14.8	39
Endrin ketone	0.0666	0.0606	0.0644	91.0	96.7	35.0-144			6.08	37
Heptachlor	0.0666	0.0541	0.0595	81.2	89.3	36.0-141			9.51	37
Heptachlor epoxide	0.0666	0.0518	0.0567	77.8	85.1	36.0-134			9.03	37
Hexachlorobenzene	0.0666	0.0486	0.0534	73.0	80.2	33.0-129			9.41	37
Methoxychlor	0.0666	0.0596	0.0621	89.5	93.2	28.0-150			4.11	38
(S) Decachlorobiphenyl				82.9	83.0	10.0-135				
(S) Tetrachloro-m-xylene				75.1	79.1	10.0-139				

1

Cp

2

Tc

3

Ss

4

Cn

5

Tr

6

Sr

7

Qc

8

Gl

9

Al

10

Sc

L1022277-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022277-04 09/05/18 16:02 • (MS) R3339282-4 09/05/18 16:15 • (MSD) R3339282-5 09/05/18 16:27

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	<u>MS Qualifier</u>	<u>MSD Qualifier</u>	RPD %	RPD Limits %
Aldrin	0.0891	U	0.0755	0.0531	84.7	59.6	1	20.0-135			34.8	37
Alpha BHC	0.0891	U	0.0897	0.0681	101	76.4	1	27.0-140			27.3	35
Beta BHC	0.0891	U	0.0870	0.0678	97.6	76.1	1	23.0-141			24.7	37
Delta BHC	0.0891	U	0.0808	0.0616	90.7	69.1	1	21.0-138			27.1	35
Gamma BHC	0.0891	U	0.0838	0.0636	94.0	71.3	1	27.0-137			27.4	36
4,4-DDD	0.0891	U	0.0969	0.0704	109	79.0	1	15.0-152			31.7	39
4,4-DDE	0.0891	U	0.0767	0.0538	86.0	60.4	1	10.0-152			35.1	40
4,4-DDT	0.0891	U	0.0689	0.0458	77.3	51.4	1	10.0-151		J3	40.4	40
Dieldrin	0.0891	U	0.0915	0.0676	103	75.8	1	17.0-145			30.1	37
Endosulfan I	0.0891	U	0.0794	0.0593	89.0	66.5	1	20.0-137			29.0	36
Endosulfan II	0.0891	U	0.0819	0.0618	91.9	69.4	1	15.0-141			27.9	37
Endosulfan sulfate	0.0891	U	0.0879	0.0669	98.6	75.1	1	15.0-143			27.1	38
Endrin	0.0891	U	0.0898	0.0668	101	74.9	1	19.0-143			29.4	37
Endrin aldehyde	0.0891	U	0.0882	0.0672	98.9	75.4	1	10.0-139			27.0	40
Endrin ketone	0.0891	U	0.0990	0.0753	111	84.5	1	17.0-149			27.2	38
Heptachlor	0.0891	U	0.0828	0.0596	92.9	66.8	1	22.0-138			32.7	37
Heptachlor epoxide	0.0891	U	0.0848	0.0636	95.2	71.3	1	22.0-138			28.7	36
Hexachlorobenzene	0.0891	U	0.0759	0.0553	85.1	62.0	1	25.0-126			31.4	35
Methoxychlor	0.0891	U	0.0818	0.0577	91.7	64.7	1	10.0-159			34.5	40
(S) Decachlorobiphenyl					65.0	46.8		10.0-135				
(S) Tetrachloro-m-xylene					71.8	51.4		10.0-139				





Method Blank (MB)

(MB) R3339196-1 09/05/18 08:55

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
PCB 1016	U		0.00350	0.0170
PCB 1221	U		0.00537	0.0170
PCB 1232	U		0.00417	0.0170
PCB 1242	U		0.00318	0.0170
PCB 1248	U		0.00315	0.0170
PCB 1254	U		0.00472	0.0170
PCB 1260	U		0.00494	0.0170
(S) Decachlorobiphenyl	69.4			10.0-135
(S) Tetrachloro-m-xylene	86.2			10.0-139

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339196-2 09/05/18 09:10 • (LCSD) R3339196-3 09/05/18 09:26

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
PCB 1260	0.167	0.140	0.129	83.8	77.2	12.0-145			8.18	40
PCB 1016	0.167	0.154	0.139	92.2	83.2	13.0-144			10.2	40
(S) Decachlorobiphenyl				70.0	65.2	10.0-135				
(S) Tetrachloro-m-xylene				87.1	80.5	10.0-139				

L1022668-02 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022668-02 09/05/18 09:41 • (MS) R3339196-4 09/05/18 09:57 • (MSD) R3339196-5 09/05/18 10:13

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
PCB 1260	0.203	U	0.131	0.113	64.7	55.6	1	10.0-160			15.0	38
PCB 1016	0.203	U	0.151	0.135	74.3	66.5	1	10.0-160			11.1	37
(S) Decachlorobiphenyl					50.6	34.5		10.0-135				
(S) Tetrachloro-m-xylene					73.1	64.9		10.0-139				

1	Cp
2	Tc
3	Ss
4	Cn
5	Tr
6	Sr
7	Qc
8	Gl
9	Al
10	Sc

Method Blank (MB)

(MB) R3339638-3 09/06/18 10:51

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acenaphthene	U		0.00642	0.0330
Acenaphthylene	U		0.00671	0.0330
Anthracene	U		0.00632	0.0330
Benzidine	U		0.0637	0.333
Benzo(a)anthracene	U		0.00428	0.0330
Benzo(b)fluoranthene	U		0.00695	0.0330
Benzo(k)fluoranthene	U		0.00582	0.0330
Benzo(g,h,i)perylene	U		0.00721	0.0330
Benzo(a)pyrene	U		0.00548	0.0330
Bis(2-chlorethoxy)methane	U		0.00770	0.333
Bis(2-chloroethyl)ether	U		0.00896	0.333
Bis(2-chloroisopropyl)ether	U		0.00760	0.333
4-Bromophenyl-phenylether	U		0.0114	0.333
2-Chloronaphthalene	U		0.00639	0.0330
4-Chlorophenyl-phenylether	U		0.00627	0.333
Chrysene	U		0.00555	0.0330
Dibenz(a,h)anthracene	U		0.00821	0.0330
3,3-Dichlorobenzidine	U		0.0794	0.333
2,4-Dinitrotoluene	U		0.00607	0.333
2,6-Dinitrotoluene	U		0.00737	0.333
Fluoranthene	U		0.00496	0.0330
Fluorene	U		0.00682	0.0330
Hexachlorobenzene	U		0.00856	0.333
Hexachloro-1,3-butadiene	U		0.0100	0.333
Hexachlorocyclopentadiene	U		0.0587	0.333
Hexachloroethane	U		0.0134	0.333
Indeno(1,2,3-cd)pyrene	U		0.00772	0.0330
Isophorone	U		0.00522	0.333
Naphthalene	U		0.00889	0.0330
Nitrobenzene	U		0.00695	0.333
n-Nitrosodimethylamine	U		0.0647	0.333
n-Nitrosodiphenylamine	U		0.0900	0.333
n-Nitrosodi-n-propylamine	U		0.00906	0.333
Phenanthrene	U		0.00528	0.0330
Benzylbutyl phthalate	U		0.0103	0.333
Bis(2-ethylhexyl)phthalate	U		0.0120	0.333
Di-n-butyl phthalate	U		0.0109	0.333
Diethyl phthalate	U		0.00691	0.333
Dimethyl phthalate	U		0.00540	0.333
Di-n-octyl phthalate	U		0.00907	0.333

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc



Method Blank (MB)

(MB) R3339638-3 09/06/18 10:51

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Pyrene	U		0.0123	0.0330
1,2,4-Trichlorobenzene	U		0.00876	0.333
4-Chloro-3-methylphenol	U		0.00477	0.333
2-Chlorophenol	U		0.00831	0.333
2,4-Dichlorophenol	U		0.00746	0.333
2,4-Dimethylphenol	U		0.0471	0.333
4,6-Dinitro-2-methylphenol	U		0.124	0.333
2,4-Dinitrophenol	U		0.0980	0.333
2-Nitrophenol	U		0.0130	0.333
4-Nitrophenol	U		0.0525	0.333
Pentachlorophenol	U		0.0480	0.333
Phenol	U		0.00695	0.333
2,4,6-Trichlorophenol	U		0.00779	0.333
(S) Nitrobenzene-d5	46.2			10.0-122
(S) 2-Fluorobiphenyl	48.6			15.0-120
(S) p-Terphenyl-d14	55.6			10.0-120
(S) Phenol-d5	46.2			10.0-120
(S) 2-Fluorophenol	52.3			12.0-120
(S) 2,4,6-Tribromophenol	47.3			10.0-127

Cp

Tc

Ss

Cn

Tr

Sr

Qc

Gl

Al

Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339638-1 09/06/18 10:04 • (LCSD) R3339638-2 09/06/18 10:28

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.666	0.388	0.346	58.3	52.0	38.0-120			11.4	22
Acenaphthylene	0.666	0.387	0.341	58.1	51.2	40.0-120			12.6	22
Anthracene	0.666	0.356	0.344	53.5	51.7	42.0-120			3.43	20
Benzidine	0.666	ND	ND	0.000	0.000	1.00-120	J4	J4	0.000	40
Benzo(a)anthracene	0.666	0.388	0.398	58.3	59.8	44.0-120			2.54	20
Benzo(b)fluoranthene	0.666	0.394	0.393	59.2	59.0	43.0-120			0.254	22
Benzo(k)fluoranthene	0.666	0.364	0.372	54.7	55.9	44.0-120			2.17	21
Benzo(g,h,i)perylene	0.666	0.405	0.412	60.8	61.9	43.0-120			1.71	22
Benzo(a)pyrene	0.666	0.381	0.381	57.2	57.2	45.0-120			0.000	20
Bis(2-chlorethoxy)methane	0.666	0.283	0.239	42.5	35.9	20.0-120			16.9	23
Bis(2-chloroethyl)ether	0.666	0.346	0.268	52.0	40.2	16.0-120			25.4	31
Bis(2-chloroisopropyl)ether	0.666	0.353	0.277	53.0	41.6	23.0-120			24.1	30
4-Bromophenyl-phenylether	0.666	0.392	0.373	58.9	56.0	40.0-120			4.97	21
2-Chloronaphthalene	0.666	0.378	0.324	56.8	48.6	35.0-120			15.4	24

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

L1022277-01,02,03,04,05

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339638-1 09/06/18 10:04 • (LCSD) R3339638-2 09/06/18 10:28

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
4-Chlorophenyl-phenylether	0.666	0.412	0.383	61.9	57.5	40.0-120			7.30	22
Chrysene	0.666	0.393	0.396	59.0	59.5	43.0-120			0.760	20
Dibenz(a,h)anthracene	0.666	0.391	0.395	58.7	59.3	44.0-120			1.02	22
3,3-Dichlorobenzidine	0.666	0.316	0.343	47.4	51.5	28.0-120			8.19	23
2,4-Dinitrotoluene	0.666	0.417	0.411	62.6	61.7	45.0-120			1.45	21
2,6-Dinitrotoluene	0.666	0.398	0.382	59.8	57.4	42.0-120			4.10	21
Fluoranthene	0.666	0.430	0.432	64.6	64.9	44.0-120			0.464	21
Fluorene	0.666	0.395	0.371	59.3	55.7	41.0-120			6.27	22
Hexachlorobenzene	0.666	0.417	0.398	62.6	59.8	39.0-120			4.66	21
Hexachloro-1,3-butadiene	0.666	0.344	0.281	51.7	42.2	15.0-120			20.2	28
Hexachlorocyclopentadiene	0.666	0.388	0.317	58.3	47.6	15.0-120			20.1	31
Hexachloroethane	0.666	0.343	0.266	51.5	39.9	17.0-120			25.3	31
Indeno(1,2,3-cd)pyrene	0.666	0.399	0.405	59.9	60.8	45.0-120			1.49	21
Isophorone	0.666	0.303	0.258	45.5	38.7	23.0-120			16.0	23
Naphthalene	0.666	0.317	0.266	47.6	39.9	18.0-120			17.5	24
Nitrobenzene	0.666	0.298	0.248	44.7	37.2	17.0-120			18.3	26
n-Nitrosodimethylamine	0.666	0.274	0.215	41.1	32.3	10.0-125			24.1	33
n-Nitrosodiphenylamine	0.666	0.364	0.349	54.7	52.4	40.0-120			4.21	21
n-Nitrosodi-n-propylamine	0.666	0.349	0.283	52.4	42.5	26.0-120			20.9	27
Phenanthrene	0.666	0.379	0.363	56.9	54.5	42.0-120			4.31	20
Benzylbutyl phthalate	0.666	0.320	0.331	48.0	49.7	40.0-120			3.38	21
Bis(2-ethylhexyl)phthalate	0.666	0.345	0.359	51.8	53.9	41.0-120			3.98	21
Di-n-butyl phthalate	0.666	0.398	0.398	59.8	59.8	43.0-120			0.000	20
Diethyl phthalate	0.666	0.393	0.383	59.0	57.5	43.0-120			2.58	21
Dimethyl phthalate	0.666	0.401	0.377	60.2	56.6	43.0-120			6.17	22
Di-n-octyl phthalate	0.666	0.372	0.381	55.9	57.2	40.0-120			2.39	21
Pyrene	0.666	0.356	0.361	53.5	54.2	41.0-120			1.39	21
1,2,4-Trichlorobenzene	0.666	0.335	0.275	50.3	41.3	17.0-120			19.7	26
4-Chloro-3-methylphenol	0.666	0.303	0.291	45.5	43.7	28.0-120			4.04	20
2-Chlorophenol	0.666	0.386	0.316	58.0	47.4	28.0-120			19.9	28
2,4-Dichlorophenol	0.666	0.346	0.300	52.0	45.0	25.0-120			14.2	21
2,4-Dimethylphenol	0.666	0.297	0.269	44.6	40.4	15.0-120			9.89	26
4,6-Dinitro-2-methylphenol	0.666	0.317	0.353	47.6	53.0	16.0-120			10.7	33
2,4-Dinitrophenol	0.666	0.220	0.262	33.0	39.3	10.0-120			17.4	40
2-Nitrophenol	0.666	0.337	0.282	50.6	42.3	20.0-120			17.8	25
4-Nitrophenol	0.666	0.322	0.336	48.3	50.5	27.0-120			4.26	24
Pentachlorophenol	0.666	0.401	0.418	60.2	62.8	29.0-120			4.15	25
Phenol	0.666	0.335	0.287	50.3	43.1	28.0-120			15.4	27
2,4,6-Trichlorophenol	0.666	0.369	0.347	55.4	52.1	37.0-120			6.15	24
(S) Nitrobenzene-d5				45.9	37.8	10.0-122				

1

Cp

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Tc

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Ss

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Cn

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Tr

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Sr

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Qc

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Gl

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Al

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Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3339638-1 09/06/18 10:04 • (LCSD) R3339638-2 09/06/18 10:28

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
(S) 2-Fluorobiphenyl				58.0	49.2	15.0-120				
(S) p-Terphenyl-d14				62.2	58.0	10.0-120				
(S) Phenol-d5				54.2	44.3	10.0-120				
(S) 2-Fluorophenol				63.8	51.2	12.0-120				
(S) 2,4,6-Tribromophenol				61.0	59.0	10.0-127				

L1022336-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022336-01 09/07/18 03:54 • (MS) R3339893-1 09/07/18 04:18 • (MSD) R3339893-2 09/07/18 04:41

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acenaphthene	0.666	ND	0.301	0.407	45.2	61.1	1	18.0-120			29.9	32
Acenaphthylene	0.666	ND	0.306	0.403	45.9	60.5	1	25.0-120			27.4	32
Anthracene	0.666	ND	0.271	0.397	40.7	59.6	1	22.0-120		J3	37.7	29
Benidine	0.666	ND	0.0785	0.155	11.8	23.3	1	1.00-120		J3	65.5	40
Benzo(a)anthracene	0.666	ND	0.268	0.454	40.2	68.2	1	25.0-120		J3	51.5	29
Benzo(b)fluoranthene	0.666	ND	0.308	0.449	46.2	67.4	1	19.0-122		J3	37.3	31
Benzo(k)fluoranthene	0.666	ND	0.276	0.460	41.4	69.1	1	23.0-120		J3	50.0	30
Benzo(g,h,i)perylene	0.666	ND	0.168	0.256	25.2	38.4	1	10.0-120		J3	41.5	33
Benzo(a)pyrene	0.666	ND	0.275	0.419	41.3	62.9	1	24.0-120		J3	41.5	30
Bis(2-chlorethoxy)methane	0.666	ND	0.290	0.380	43.5	57.1	1	10.0-120			26.9	34
Bis(2-chloroethyl)ether	0.666	ND	0.221	0.334	33.2	50.2	1	10.0-120		J3	40.7	40
Bis(2-chloroisopropyl)ether	0.666	ND	0.465	0.346	69.8	52.0	1	10.0-120			29.3	40
4-Bromophenyl-phenylether	0.666	ND	0.301	0.435	45.2	65.3	1	27.0-120		J3	36.4	30
2-Chloronaphthalene	0.666	ND	0.304	0.383	45.6	57.5	1	20.0-120			23.0	32
4-Chlorophenyl-phenylether	0.666	ND	0.307	0.457	46.1	68.6	1	24.0-120		J3	39.3	29
Chrysene	0.666	ND	0.266	0.450	39.9	67.6	1	21.0-120		J3	51.4	29
Dibenz(a,h)anthracene	0.666	ND	0.190	0.295	28.5	44.3	1	10.0-120		J3	43.3	32
3,3-Dichlorobenzidine	0.666	ND	0.292	0.443	43.8	66.5	1	10.0-120		J3	41.1	34
2,4-Dinitrotoluene	0.666	ND	0.305	0.472	45.8	70.9	1	30.0-120		J3	43.0	31
2,6-Dinitrotoluene	0.666	ND	0.302	0.452	45.3	67.9	1	25.0-120		J3	39.8	31
Fluoranthene	0.666	ND	0.331	0.501	49.7	75.2	1	18.0-126		J3	40.9	32
Fluorene	0.666	ND	0.300	0.429	45.0	64.4	1	25.0-120		J3	35.4	30
Hexachlorobenzene	0.666	ND	0.326	0.475	48.9	71.3	1	27.0-120		J3	37.2	28
Hexachloro-1,3-butadiene	0.666	ND	0.269	0.324	40.4	48.6	1	10.0-120			18.5	38
Hexachlorocyclopentadiene	0.666	ND	ND	0.160	0.000	24.0	1	10.0-120	J6	J3	200	40
Hexachloroethane	0.666	ND	2.80	2.50	420	375	1	10.0-120	E J5	E J5	11.3	40
Indeno(1,2,3-cd)pyrene	0.666	0.145	0.190	0.292	6.76	22.1	1	10.0-120	J6	J3	42.3	32
Isophorone	0.666	ND	0.287	0.385	43.1	57.8	1	13.0-120			29.2	34

Semi Volatile Organic Compounds (GC/MS) by Method 8270C

L1022277-01,02,03,04,05

L1022336-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1022336-01 09/07/18 03:54 • (MS) R3339893-1 09/07/18 04:18 • (MSD) R3339893-2 09/07/18 04:41

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Naphthalene	0.666	2.11	1.71	2.00	0.000	0.000	1	10.0-120	E J6	E J6	15.6	35
Nitrobenzene	0.666	ND	0.280	0.450	42.0	67.6	1	10.0-120		J3	46.6	36
n-Nitrosodimethylamine	0.666	ND	0.119	0.247	17.9	37.1	1	10.0-127		J3	69.9	40
n-Nitrosodiphenylamine	0.666	ND	0.281	0.405	42.2	60.8	1	17.0-120		J3	36.2	29
n-Nitrosodi-n-propylamine	0.666	ND	0.303	0.488	45.5	73.3	1	10.0-120		J3	46.8	37
Phenanthrene	0.666	ND	0.287	0.415	43.1	62.3	1	17.0-120		J3	36.5	31
Benzylbutyl phthalate	0.666	ND	0.198	0.331	29.7	49.7	1	23.0-120		J3	50.3	30
Bis(2-ethylhexyl)phthalate	0.666	ND	0.204	0.358	30.6	53.8	1	17.0-126		J3	54.8	30
Di-n-butyl phthalate	0.666	ND	0.281	0.434	42.2	65.2	1	30.0-120		J3	42.8	29
Diethyl phthalate	0.666	ND	0.309	0.449	46.4	67.4	1	26.0-120		J3	36.9	28
Dimethyl phthalate	0.666	ND	0.251	0.446	37.7	67.0	1	25.0-120		J3	56.0	29
Di-n-octyl phthalate	0.666	ND	0.225	0.393	33.8	59.0	1	21.0-123		J3	54.4	29
Pyrene	0.666	ND	0.235	0.389	35.3	58.4	1	16.0-121		J3	49.4	32
1,2,4-Trichlorobenzene	0.666	ND	0.241	0.289	36.2	43.4	1	12.0-120			18.1	37
4-Chloro-3-methylphenol	0.666	ND	0.237	0.398	35.6	59.8	1	15.0-120		J3	50.7	30
2-Chlorophenol	0.666	ND	0.245	0.341	36.8	51.2	1	15.0-120			32.8	37
2,4-Dichlorophenol	0.666	ND	0.304	0.369	45.6	55.4	1	20.0-120			19.3	31
2,4-Dimethylphenol	0.666	ND	0.105	0.509	15.8	76.4	1	10.0-120		J3	132	33
4,6-Dinitro-2-methylphenol	0.666	ND	0.235	0.346	35.3	52.0	1	10.0-120			38.2	39
2,4-Dinitrophenol	0.666	ND	0.184	0.269	27.6	40.4	1	10.0-121			37.5	40
2-Nitrophenol	0.666	ND	0.374	0.414	56.2	62.2	1	12.0-120			10.2	39
4-Nitrophenol	0.666	ND	0.367	0.520	55.1	78.1	1	10.0-137		J3	34.5	32
Pentachlorophenol	0.666	ND	0.394	0.608	59.2	91.3	1	10.0-160		J3	42.7	31
Phenol	0.666	ND	0.215	0.446	32.3	67.0	1	12.0-120		J3	69.9	38
2,4,6-Trichlorophenol	0.666	ND	0.292	0.377	43.8	56.6	1	19.0-120			25.4	32
(S) Nitrobenzene-d5					44.1	50.8		10.0-122				
(S) 2-Fluorobiphenyl					47.7	59.2		15.0-120				
(S) p-Terphenyl-d14					41.7	71.5		10.0-120				
(S) Phenol-d5					26.7	58.4		10.0-120				
(S) 2-Fluorophenol					40.2	67.0		12.0-120				
(S) 2,4,6-Tribromophenol					52.6	78.1		10.0-127				

1Cp

2Tc

3Ss

4Cn

5Tr

6Sr

7Qc

8Gl

9Al

10Sc



## Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

## Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MQL (dry)	Method Quantitation Limit.
MQL	Method Quantitation Limit.
ND	Not detected at the Method Quantitation Limit.
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
SDL	Sample Detection Limit.
SDL (dry)	Sample Detection Limit.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Sample Detection Limit.
Unadj. MQL	Unadjusted Method Quantitation Limit.
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

## Qualifier Description

E	The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL).
J	The identification of the analyte is acceptable; the reported value is an estimate.
J2	Surrogate recovery limits have been exceeded; values are outside lower control limits.
J3	The associated batch QC was outside the established quality control range for precision.
J4	The associated batch QC was outside the established quality control range for accuracy.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
J7	Surrogate recovery cannot be used for control limit evaluation due to dilution.







Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

\* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

\* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

## State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico <sup>1</sup>	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina <sup>1</sup>	DW21704
Georgia	NELAP	North Carolina <sup>3</sup>	41
Georgia <sup>1</sup>	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky <sup>1 6</sup>	90010	South Carolina	84004
Kentucky <sup>2</sup>	16	South Dakota	n/a
Louisiana	AI30792	Tennessee <sup>1 4</sup>	2006
Louisiana <sup>1</sup>	LA180010	Texas	T 104704245-17-14
Maine	TN0002	Texas <sup>5</sup>	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

## Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP, LLC EMLAP	100789
A2LA – ISO 17025 <sup>5</sup>	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

<sup>1</sup> Drinking Water <sup>2</sup> Underground Storage Tanks <sup>3</sup> Aquatic Toxicity <sup>4</sup> Chemical/Microbiological <sup>5</sup> Mold <sup>6</sup> Wastewater n/a Accreditation not applicable

## Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



## CHAIN OF CUSTODY RECORD

<h1 style="margin: 0;">Terracon</h1> <p style="margin: 0;">Consulting Engineers &amp; Scientists</p>		Laboratory <u>ESC</u> Address _____ Phone _____ Contact _____ PO/SO # _____		ANALYSIS REQUESTED <div style="display: flex; justify-content: space-between;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">VOCs 8260B</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">TPH TX1005</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">SVOCs 8270C</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Herbicides 8151</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Organochlorine PEST 8081</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">PCBs 8082</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">RCRA 8 Metals 6020</div> </div>		LAB USE ONLY DUE DATE: _____ TEMP OF COOLER WHEN RECEIVED (°C) _____ Page <u>1</u> of <u>1</u>	
		Office Location <u>Dallas</u> Project Manager <u>Mike Nibert</u>		Sampler's Name <u>Payne Spudis</u> Project Number <u>94185091</u> Project Name <u>Vitruvian Lake</u> No. Type of Containers <u>VOA 402</u>			

Matrix	Date	Time	Comp	Grab	Identifying Marks of Sample(s)	Start Depth	End Depth	VOCs	TPH	SVOCs	Herbicides	Organochlorine	PCBs	RCRA 8 Metals	Lab Sample ID	
S	8/28/18	12:35	X	X	S-1 (0-2)	0	2	3	3	X	X	X	X	X	X	L1622271-01
↓	↓	13:35	X	X	S-2 (0-2)	0	2	3	3	X	X	X	X	X	X	02
↓	↓	14:15	X	X	S-3 (0-2)	0	2	3	3	X	X	X	X	X	X	03
↓	↓	15:40	X	X	S-4 (0-2)	0	2	3	3	X	X	X	X	X	X	04
↓	↓	16:05	X	X	S-5 (0-2)	0	2	3	3	X	X	X	X	X	X	05
NFE																

TURNAROUND TIME		<input checked="" type="checkbox"/> Normal		<input type="checkbox"/> 48-Hour Rush		<input type="checkbox"/> 24-Hour Rush		TRRP Laboratory Review Checklist		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Relinquished by (Signature)	Date:	Time:	Received by (Signature)	Date:	Time:	NOTES: 0.7K COXSI RAD SCREEN <0.5 mR/hr <div style="text-align: right; font-size: 2em;">619</div>					
Relinquished by (Signature)	Date:	Time:	Received by (Signature)	Date:	Time:						
Relinquished by (Signature)	Date:	Time:	Received by (Signature)	Date:	Time:						
Relinquished by (Signature)	Date:	Time:	Received by (Signature)	Date:	Time:						


Matrix	WW - Wastewater	W - Water	S - Soil	L - Liquid	A - Air Bag	C - Charcoal Tube	SL - Sludge	O - Oil
Container	VOA - 40 ml vial	A/G - Amber Glass 1 L	250 ml = Glass wide mouth	P/O Plastic or other				

Dallas Office ■ 8901 John W Carpenter Freeway, Suite 100 ■ Dallas, TX 75247 ■ (214) 291-0129  
 Responsive ■ Resourceful ■ Reliable  

5345 5514 4877

## Pace Analytical National Center for Testing & Innovation

### Cooler Receipt Form

Client:	TERRADTX	SDG#	L1022277	
Cooler Received/Opened On: 8/31 /18		Temperature:	0.7	
Received By: Kevin Turner				
Signature: 				
<b>Receipt Check List</b>	<b>NP</b>	<b>Yes</b>	<b>No</b>	
COC Seal Present / Intact?		/		
COC Signed / Accurate?		/		
Bottles arrive intact?		/		
Correct bottles used?		/		
Sufficient volume sent?		/		
If Applicable				
VOA Zero headspace?				
Preservation Correct / Checked?				

## Terracon - Dallas, TX

Sample Delivery Group: L1032085  
Samples Received: 08/31/2018  
Project Number: 94185091  
Description: Vitruvian Lake

Report To: Mike Nibert  
8901 John W Carpenter Fwy, Ste 100  
Dallas, TX 75247

Entire Report Reviewed By:



Mark W. Beasley  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace National is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



Cp: Cover Page	1	<sup>1</sup> Cp
Tc: Table of Contents	2	
Ss: Sample Summary	3	<sup>2</sup> Tc
Cn: Case Narrative	4	
Tr: TRRP Summary	5	<sup>3</sup> Ss
TRRP form R	6	
TRRP form S	7	<sup>4</sup> Cn
TRRP Exception Reports	8	<sup>5</sup> Tr
Sr: Sample Results	9	
S-2 (0-2) L1032085-01	9	<sup>6</sup> Sr
Qc: Quality Control Summary	10	
Metals (ICP) by Method 6010B	10	<sup>7</sup> Qc
Gl: Glossary of Terms	11	<sup>8</sup> Gl
Al: Accreditations & Locations	12	
Sc: Sample Chain of Custody	13	<sup>9</sup> Al
		<sup>10</sup> Sc

S-2 (0-2) L1032085-01 Waste

Collected by  
Payne Spudic

Collected date/time  
08/28/18 13:35

Received date/time  
08/31/18 08:45

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Preparation by Method 1311	WG1177275	1	10/07/18 10:04	10/07/18 10:04	TM
Metals (ICP) by Method 6010B	WG1177584	1	10/08/18 13:53	10/08/18 18:17	ST

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Mark W. Beasley  
Project Manager

<sup>1</sup> Cp<sup>2</sup> Tc<sup>3</sup> Ss<sup>4</sup> Cn<sup>5</sup> Tr<sup>6</sup> Sr<sup>7</sup> Qc<sup>8</sup> Gl<sup>9</sup> Al<sup>10</sup> Sc





This data package consists of this signature page, the laboratory review checklist, and the following reportable data as applicable:

- R1 - Field chain-of-custody documentation;
- R2 - Sample identification cross-reference;
- R3 - Test reports (analytical data sheets) for each environmental sample that includes:
  - a. Items consistent with NELAC Chapter 5,
  - b. dilution factors,
  - c. preparation methods,
  - d. cleanup methods, and
  - e. if required for the project, tentatively identified compounds (TICs).
- R4 - Surrogate recovery data including:
  - a. Calculated recovery (%R), and
  - b. The laboratory's surrogate QC limits.
- R5 - Test reports/summary forms for blank samples;
- R6 - Test reports/summary forms for laboratory control samples (LCSs) including:
  - a. LCS spiking amounts,
  - b. Calculated %R for each analyte, and
  - c. The laboratory's LCS QC limits.
- R7 - Test reports for project matrix spike/matrix spike duplicates (MS/MSDs) including:
  - a. Samples associated with the MS/MSD clearly identified,
  - b. MS/MSD spiking amounts,
  - c. Concentration of each MS/MSD analyte measured in the parent and spiked samples,
  - d. Calculated %Rs and relative percent differences (RPDs), and
  - e. The laboratory's MS/MSD QC limits
- R8 - Laboratory analytical duplicate (if applicable) recovery and precision:
  - a. The amount of analyte measured in the duplicate,
  - b. The calculated RPD, and
  - c. The laboratory's QC limits for analytical duplicates.
- R9 - List of method quantitation limits (MQLs) and detectability check sample results for each analyte for each method and matrix.
- R10 - Other problems or anomalies.

Release Statement: I am responsible for the release of this laboratory data package. This laboratory is NELAC accredited under the Texas Laboratory Accreditation Program for all the methods, analytes, and matrices reported in this data package except as noted in the Exception Reports. The data have been reviewed and are technically compliant with the requirements of the methods used, except where noted by the laboratory in the Exception Reports. By my signature below, I affirm to the best of my knowledge all problems/anomalies observed by the laboratory have been identified in the Laboratory Review Checklist, and no information affecting the quality of the data has been knowingly withheld.

Mark W. Beasley  
Project Manager

# Laboratory Review Checklist: Reportable Data



Laboratory Name: ESC Lab Sciences			LRC Date: 10/09/2018 21:08				
Project Name: Vitruvian Lake			Laboratory Job Number: L1032085-01				
Reviewer Name: Mark W. Beasley			Prep Batch Number(s): WG1177584 and WG1177275				
# <sup>1</sup>	A <sup>2</sup>	Description	Yes	No	NA <sup>3</sup>	NR <sup>4</sup>	ER# <sup>5</sup>
R1	OI	Chain-of-custody (C-O-C)					
		Did samples meet the laboratory's standard conditions of sample acceptability upon receipt?	X				
		Were all departures from standard conditions described in an exception report?			X		
R2	OI	Sample and quality control (QC) identification					
		Are all field sample ID numbers cross-referenced to the laboratory ID numbers?	X				
		Are all laboratory ID numbers cross-referenced to the corresponding QC data?	X				
R3	OI	Test reports					
		Were all samples prepared and analyzed within holding times?	X				
		Other than those results < MQL, were all other raw values bracketed by calibration standards?	X				
		Were calculations checked by a peer or supervisor?	X				
		Were all analyte identifications checked by a peer or supervisor?	X				
		Were sample detection limits reported for all analytes not detected?	X				
		Were all results for soil and sediment samples reported on a dry weight basis?	X				
		Were % moisture (or solids) reported for all soil and sediment samples?			X		
		Were bulk soils/solids samples for volatile analysis extracted with methanol per SW846 Method 5035?			X		
		If required for the project, are TICs reported?			X		
R4	O	Surrogate recovery data					
		Were surrogates added prior to extraction?			X		
		Were surrogate percent recoveries in all samples within the laboratory QC limits?	X				
R5	OI	Test reports/summary forms for blank samples					
		Were appropriate type(s) of blanks analyzed?	X				
		Were blanks analyzed at the appropriate frequency?	X				
		Were method blanks taken through the entire analytical process, including preparation and, if applicable, cleanup procedures?	X				
		Were blank concentrations < MQL?	X				
R6	OI	Laboratory control samples (LCS):					
		Were all COCs included in the LCS?	X				
		Was each LCS taken through the entire analytical procedure, including prep and cleanup steps?	X				
		Were LCSs analyzed at the required frequency?	X				
		Were LCS (and LCSD, if applicable) %Rs within the laboratory QC limits?	X				
		Does the detectability check sample data document the laboratory's capability to detect the COCs at the MDL used to calculate the SDLs?	X				
		Was the LCSD RPD within QC limits?	X				
R7	OI	Matrix spike (MS) and matrix spike duplicate (MSD) data					
		Were the project/method specified analytes included in the MS and MSD?	X				
		Were MS/MSD analyzed at the appropriate frequency?	X				
		Were MS (and MSD, if applicable) %Rs within the laboratory QC limits?	X				
		Were MS/MSD RPDs within laboratory QC limits?	X				
R8	OI	Analytical duplicate data					
		Were appropriate analytical duplicates analyzed for each matrix?			X		
		Were analytical duplicates analyzed at the appropriate frequency?			X		
		Were RPDs or relative standard deviations within the laboratory QC limits?			X		
R9	OI	Method quantitation limits (MQLs):					
		Are the MQLs for each method analyte included in the laboratory data package?	X				
		Do the MQLs correspond to the concentration of the lowest non-zero calibration standard?	X				
		Are unadjusted MQLs and DCSs included in the laboratory data package?	X				
R10	OI	Other problems/anomalies					
		Are all known problems/anomalies/special conditions noted in this LRC and ER?	X				
		Was applicable and available technology used to lower the SDL to minimize the matrix interference effects on the sample results?	X				
		Is the laboratory NELAC-accredited under the Texas Laboratory Accreditation Program for the analytes, matrices and methods associated with this laboratory data package?	X				

1. Items identified by the letter "R" must be included in the laboratory data package submitted in the TRRP-required report(s). Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period.  
2. O = organic analyses; I = inorganic analyses (and general chemistry, when applicable);  
3. NA = Not applicable;  
4. NR = Not reviewed;  
5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).

# Laboratory Review Checklist: Supporting Data



Laboratory Name: ESC Lab Sciences			LRC Date: 10/09/2018 21:08				
Project Name: Vitruvian Lake			Laboratory Job Number: L1032085-01				
Reviewer Name: Mark W. Beasley			Prep Batch Number(s): WG1177584 and WG1177275				
# <sup>1</sup>	A <sup>2</sup>	Description	Yes	No	NA <sup>3</sup>	NR <sup>4</sup>	ER# <sup>5</sup>
S1	OI	Initial calibration (ICAL)					
		Were response factors and/or relative response factors for each analyte within QC limits?			X		
		Were percent RSDs or correlation coefficient criteria met?	X				
		Was the number of standards recommended in the method used for all analytes?	X				
		Were all points generated between the lowest and highest standard used to calculate the curve?	X				
		Are ICAL data available for all instruments used?	X				
		Has the initial calibration curve been verified using an appropriate second source standard?	X				
S2	OI	Initial and continuing calibration verification (ICCV and CCV) and continuing calibration blank (CCB):					
		Was the CCV analyzed at the method-required frequency?	X				
		Were percent differences for each analyte within the method-required QC limits?	X				
		Was the ICAL curve verified for each analyte?	X				
		Was the absolute value of the analyte concentration in the inorganic CCB < MDL?	X				
S3	O	Mass spectral tuning					
		Was the appropriate compound for the method used for tuning?			X		
		Were ion abundance data within the method-required QC limits?			X		
S4	O	Internal standards (IS)					
		Were IS area counts and retention times within the method-required QC limits?	X				
S5	OI	Raw data (NELAC Section 5.5.10)					
		Were the raw data (for example, chromatograms, spectral data) reviewed by an analyst?	X				
		Were data associated with manual integrations flagged on the raw data?			X		
S6	O	Dual column confirmation					
		Did dual column confirmation results meet the method-required QC?			X		
S7	O	Tentatively identified compounds (TICs)					
		If TICs were requested, were the mass spectra and TIC data subject to appropriate checks?			X		
S8	I	Interference Check Sample (ICS) results					
		Were percent recoveries within method QC limits?	X				
S9	I	Serial dilutions, post digestion spikes, and method of standard additions					
		Were percent differences, recoveries, and the linearity within the QC limits specified in the method?	X				
S10	OI	Method detection limit (MDL) studies					
		Was a MDL study performed for each reported analyte?	X				
		Is the MDL either adjusted or supported by the analysis of DCSs?	X				
S11	OI	Proficiency test reports					
		Was the laboratory's performance acceptable on the applicable proficiency tests or evaluation studies?	X				
S12	OI	Standards documentation					
		Are all standards used in the analyses NIST-traceable or obtained from other appropriate sources?	X				
S13	OI	Compound/analyte identification procedures					
		Are the procedures for compound/analyte identification documented?	X				
S14	OI	Demonstration of analyst competency (DOC)					
		Was DOC conducted consistent with NELAC Chapter 5?	X				
		Is documentation of the analyst's competency up-to-date and on file?	X				
S15	OI	Verification/validation documentation for methods (NELAC Chapter 5)					
		Are all the methods used to generate the data documented, verified, and validated, where applicable?	X				
S16	OI	Laboratory standard operating procedures (SOPs)					
		Are laboratory SOPs current and on file for each method performed	X				
<p>1. Items identified by the letter "R" must be included in the laboratory data package submitted in the TRRP-required report(s). Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period.</p> <p>2. O = organic analyses; I = inorganic analyses (and general chemistry, when applicable);</p> <p>3. NA = Not applicable;</p> <p>4. NR = Not reviewed;</p> <p>5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).</p>							



Laboratory Name: ESC Lab Sciences		LRC Date: 10/09/2018 21:08	
Project Name: Vitruvian Lake		Laboratory Job Number: L1032085-01	
Reviewer Name: Mark W. Beasley		Prep Batch Number(s): WG1177584 and WG1177275	
<b>ER #<sup>1</sup></b>	<b>Description</b>		
The Exception Report intentionally left blank, there are no exceptions applied to this SDG.			
<small>1. Items identified by the letter "R" must be included in the laboratory data package submitted in the TRRP-required report(s). Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period. 2. O = organic analyses; I = inorganic analyses (and general chemistry, when applicable); 3. NA = Not applicable; 4. NR = Not reviewed; 5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).</small>			



Preparation by Method 1311

Analyte	Result	Qualifier	Prep date / time	Batch
TCLP Extraction	-		10/7/2018 10:04:04 AM	WG1177275
Fluid	2		10/7/2018 10:04:04 AM	WG1177275
Initial pH	8.17		10/7/2018 10:04:04 AM	WG1177275
Final pH	5.76		10/7/2018 10:04:04 AM	WG1177275

Metals (ICP) by Method 6010B

Analyte	Result mg/l	Qualifier	MQL mg/l	Limit mg/l	Dilution	Analysis date / time	Batch
Lead	ND		0.100	5	1	10/08/2018 18:17	<a href="#">WG1177584</a>

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc



Method Blank (MB)

(MB) R3348740-1 10/08/18 18:09

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Lead	U		0.0333	0.100

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Tr

<sup>6</sup>Sr

<sup>7</sup>Qc

<sup>8</sup>Gl

<sup>9</sup>Al

<sup>10</sup>Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3348740-2 10/08/18 18:11 • (LCSD) R3348740-3 10/08/18 18:14

Analyte	Spike Amount mg/l	LCS Result mg/l	LCSD Result mg/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Lead	10.0	9.69	9.86	96.9	98.6	80.0-120			1.75	20

L1032085-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1032085-01 10/08/18 18:17 • (MS) R3348740-5 10/08/18 18:22 • (MSD) R3348740-6 10/08/18 18:25

Analyte	Spike Amount mg/l	Original Result mg/l	MS Result mg/l	MSD Result mg/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	10.0	ND	9.71	9.82	97.1	98.2	1	75.0-125			1.15	20



## Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

## Abbreviations and Definitions

MDL	Method Detection Limit.
MQL	Method Quantitation Limit.
ND	Not detected at the Method Quantitation Limit.
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
U	Not detected at the Sample Detection Limit.
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

## Qualifier Description

The remainder of this page intentionally left blank, there are no qualifiers applied to this SDG.







Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

\* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

\* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

## State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico <sup>1</sup>	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina <sup>1</sup>	DW21704
Georgia	NELAP	North Carolina <sup>3</sup>	41
Georgia <sup>1</sup>	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky <sup>1 6</sup>	90010	South Carolina	84004
Kentucky <sup>2</sup>	16	South Dakota	n/a
Louisiana	AI30792	Tennessee <sup>1 4</sup>	2006
Louisiana <sup>1</sup>	LA180010	Texas	T 104704245-17-14
Maine	TN0002	Texas <sup>5</sup>	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

## Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP, LLC EMLAP	100789
A2LA – ISO 17025 <sup>5</sup>	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

<sup>1</sup> Drinking Water <sup>2</sup> Underground Storage Tanks <sup>3</sup> Aquatic Toxicity <sup>4</sup> Chemical/Microbiological <sup>5</sup> Mold <sup>6</sup> Wastewater n/a Accreditation not applicable

## Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



## CHAIN OF CUSTODY RECORD

<h1 style="margin: 0;">Terracon</h1> <p style="margin: 0;">Consulting Engineers &amp; Scientists</p>		Laboratory <u>ESC</u>		<b>ANALYSIS REQUESTED</b> VOCs 8260B TPH TX100S SVOCs 8270C Herbicides 8151 Organochlorine PEST 8081 PCBs 8082 RPA 8 Metals 6020		LAB USE ONLY DUE DATE:	
		Address _____				TEMP OF COOLER WHEN RECEIVED (°C)	
Office Location <u>Dallas</u>		Phone _____				Page <u>1</u> of <u>1</u>	
Project Manager <u>Mike Nibert</u>		Contact _____					
		PQ/SO # _____					
Sampler's Name <u>Payne Spudis</u>		Sampler's Signature <u>[Signature]</u>					
Project Number <u>94185091</u>		Project Name <u>Vitruvian Lake</u>		No. Type of Containers			
Matrix	Date	Time	Comp	Grab	Identifying Marks of Sample(s)	Start Depth	End Depth
S	8/28/18	12:35	X	X	S-1 (0-2)	0	2
↓	↓	13:35	X	X	S-2 (0-2)	0	2
↓	↓	14:15	X	X	S-3 (0-2)	0	2
↓	↓	15:40	X	X	S-4 (0-2)	0	2
↓	↓	16:05	X	X	S-5 (0-2)	0	2
NFE							
TURNAROUND TIME <input checked="" type="checkbox"/> Normal <input type="checkbox"/> 48-Hour Rush <input type="checkbox"/> 24-Hour Rush							
Relinquished by (Signature) <u>[Signature]</u>		Date: <u>8/28/18</u> Time: <u>9:00</u>		Received by (Signature) <u>[Signature]</u>		Date: <u>8/28/18</u> Time: <u>8:45</u>	
Relinquished by (Signature)		Date:		Received by (Signature)		Date:	
Relinquished by (Signature)		Date:		Received by (Signature)		Date:	
Relinquished by (Signature)		Date:		Received by (Signature)		Date:	
NOTES: <u>0.7K COXGSI</u> <u>RAD SCREEN &lt;0.5 mR/hr</u> <u>619</u>							
Matrix	WW - Wastewater	W - Water	S - Soil	L - Liquid	A - Air Bag	C - Charcoal Tube	SL - Sludge
Container	VOA - 40 ml vial	A/G - Amber Glass 1 L	250 ml - Glass wide mouth	P/O Plastic or other			O - Oil
Dallas Office ■ 8901 John W Carpenter Freeway, Suite 100 ■ Dallas, TX 75247 ■ (214) 291-0129 Responsive ■ Resourceful ■ Reliable							
5345 5514 4877							

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**Matt Shacklock**

**From:** Chris McCord  
**Sent:** Friday, October 05, 2018 1:13 PM  
**To:** Login; Sample Storage; Due Metals  
**Subject:** L1022277 \*TERRADTX\* RUSH relog

**Importance:** High

Please relog L1022277-02 for TCLP PBICP. Log as R2 due 10/9.

Thanks,

**Christopher McCord**  
*Project Manager*

Pace Analytical National Center for Testing & Innovation  
12065 Lebanon Road | Mt. Juliet, TN 37122  
615.773.3281 | Cell 615.504.3183  
[cmccord@pacenational.com](mailto:cmccord@pacenational.com) | [pacenational.com](http://pacenational.com)

***ESC Lab Sciences is now Pace Analytical National Center for Testing & Innovation! Please make note of my new email address and website.***

---

**From:** Nibert, Mike [<mailto:Mike.Nibert@terracon.com>]  
**Sent:** Friday, October 05, 2018 10:23 AM  
**To:** Chris McCord  
**Cc:** Spudic, Payne B; Ball, Shelby D  
**Subject:** RE: Pace National Report & EDDs for 94185091 Vitruvian Lake L1022277

Hello Chris,

Can you please run TCLP lead analysis on S-2(0-2) and provide those results in a separate report. Expedited (as soon as possible) TAT. Thanks.

Mike



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT  
P. O. BOX 17300  
FORT WORTH, TEXAS 76102-0300

March 12, 2019

Regulatory Division

SUBJECT: Project Number SWF-2019-00034, Vitruvian Pond Dredging

Ms. Lisa Pyles  
Town of Addison  
16801 Westgrove Drive  
Town of Addison, Texas 75001

Dear Ms. Pyles:

This letter is in regard to the information received January 16, 2019, concerning the proposal to conducting dredging operations from Vitruvian Pond. This project has been assigned Project Number SWF-2019-00034. Please include this number in all future correspondence concerning this project.

We have reviewed this project in accordance with Section 404 of the Clean Water Act (33 U.S.C. 1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and implementing regulations. Under Section 404, the U. S. Army Corps of Engineers (USACE) regulates the discharge of dredged and fill material into waters of the United States, including wetlands. Our responsibility under Section 10 is to regulate any work in, or affecting, navigable waters of the United States. Based on your description of the proposed work, and other information available to us, we have determined that this project will not involve activities subject to the requirements of Section 10. However, this project will involve activities subject to the requirements of Section 404. Therefore, it will require Department of the Army authorization. The USACE based this decision on a preliminary jurisdictional determination that there are waters of the United States on the project site.

We have evaluated this project under the letter of permission (LOP) procedural requirements of CESWF-95-LOP-2. We have determined that the project meets the terms and conditions associated with those procedures. You are hereby authorized by this Letter of Permission under Section 404 to conduct dredging operations of accumulated sediments in the Vitruvian Pond. You shall conduct the work in accordance with the attached LOP conditions, Texas Commission on Environmental Quality Section 401 Water Quality Certification (Pages 1 through 3 of 3, dated July 7, 1995) and the plans and drawings attached hereto which are incorporated in, and made a part of, this Letter of Permission (Sheets 1 through 9 of 9, dated March 12, 2019 and titled "USACE, SWF-2019-00034, Vitruvian Pond Dredging") and the special conditions listed below. The special conditions for this permit are as follows:

1. All dredged material removed from the project area must be disposed of in uplands. The disposal site(s) shall be identified and provided to the Regulatory Division, Fort Worth District, USACE for review and approval prior to the disposal of any material.



species listed as threatened or endangered by the U.S. Fish and Wildlife Service within our permit area. However, please note that you are responsible for meeting the requirements of the general condition on endangered species.

This permit should not be considered as an approval of the design features of any activity authorized or an implication that such construction is considered adequate for the purpose intended. It does not authorize any damage to private property, invasion of private rights, or any infringement of federal, state, or local laws or regulations.

You may accept this LOP or object to this LOP and request that the LOP be modified in accordance with the enclosed Notification of Administrative Appeal Options and Process and Request For Appeal (NAAOP-RFA). If you elect to object to this LOP, you must complete Section II (Request For Appeal or Objections to an Initial Proffered Permit) of the enclosure and return it to the District Engineer, ATTN: Chief, Regulatory Division CESWF-DE-R, P.O. Box 17300, Fort Worth, Texas 76102-0300. If we do not receive an objection from you within 60 days of the date of this letter, or if you conduct work under the terms and conditions of this LOP, we will consider that you accept this permit in its entirety and you will conduct the work in accordance with the plans, description and all terms and conditions of the LOP, and you will forfeit all rights to appeal this LOP or its terms and conditions.

Thank you for your interest in our nation's water resources. If you have any questions concerning our regulatory program, please refer to our website at <http://www.swf.usace.army.mil/regulatory> or contact Mr. John Derinzy at the address above or telephone (817) 886-1742.

Please help the regulatory program improve its service by completing the survey on the following website: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey)

Sincerely,

  
 Stephen L. Brooks  
Chief, Regulatory Division

Enclosures

Copies Furnished:

Mr. Ross Rogers  
Integrated Environmental Solutions  
610 Elm Street, Suite 300  
McKinney, Texas 75069



## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Ms. Lisa Pyles, Town of Addison		File Number: SWF-2019-00034	Date: 3-12-2019
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
X	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx> or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Mr. John Derinzy  
Regulatory Division  
USACE, Fort Worth District  
819 Taylor Street  
Fort Worth, Texas 76102-00300

If you only have questions regarding the appeal process you may also contact:

Mr. Elliott Carman  
Administrative Appeals Review Officer (CESWD-PD-O)  
U.S. Army Corps of Engineers  
1100 Commerce Street, Suite 831  
Dallas, Texas 75242-1317  
469-487-7061

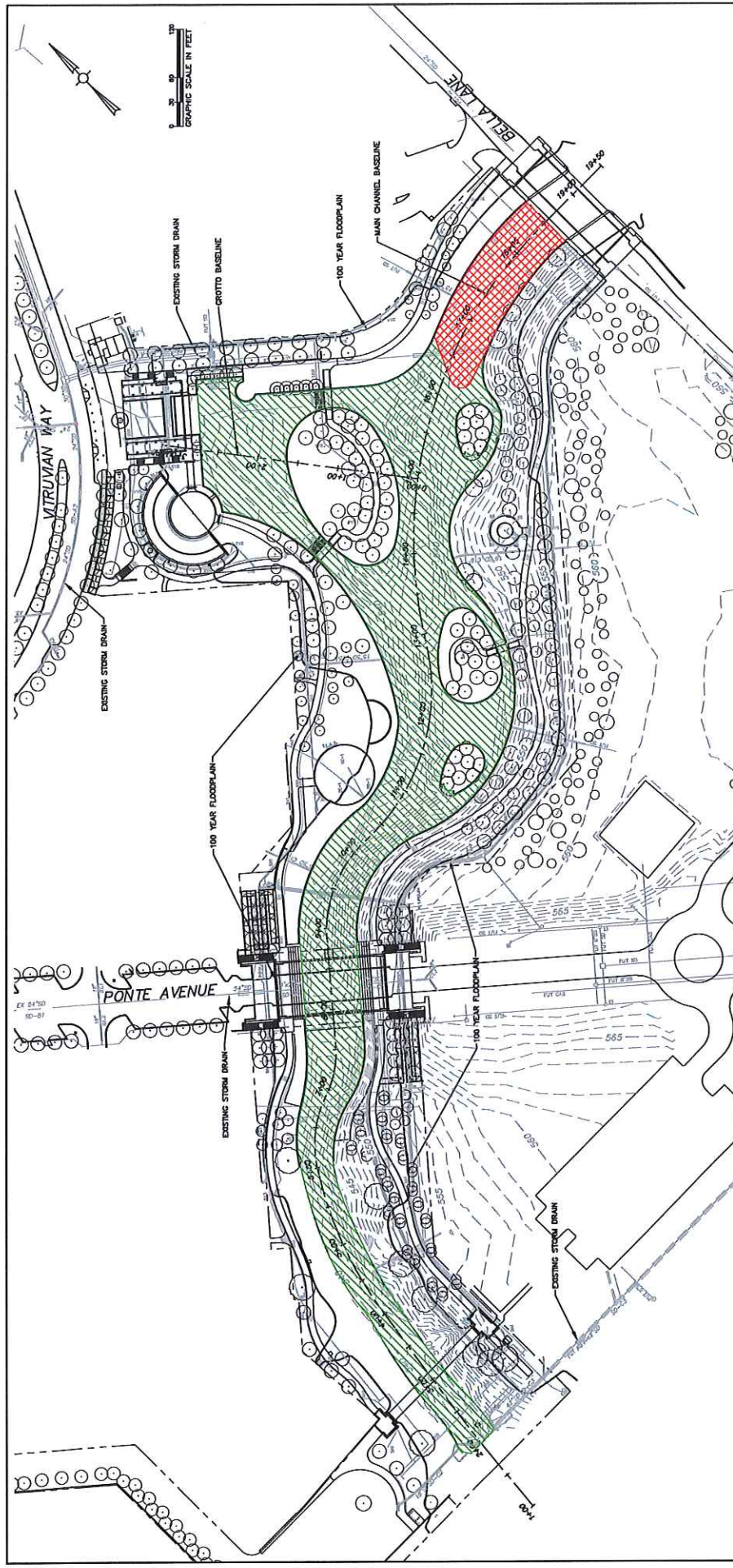
**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:





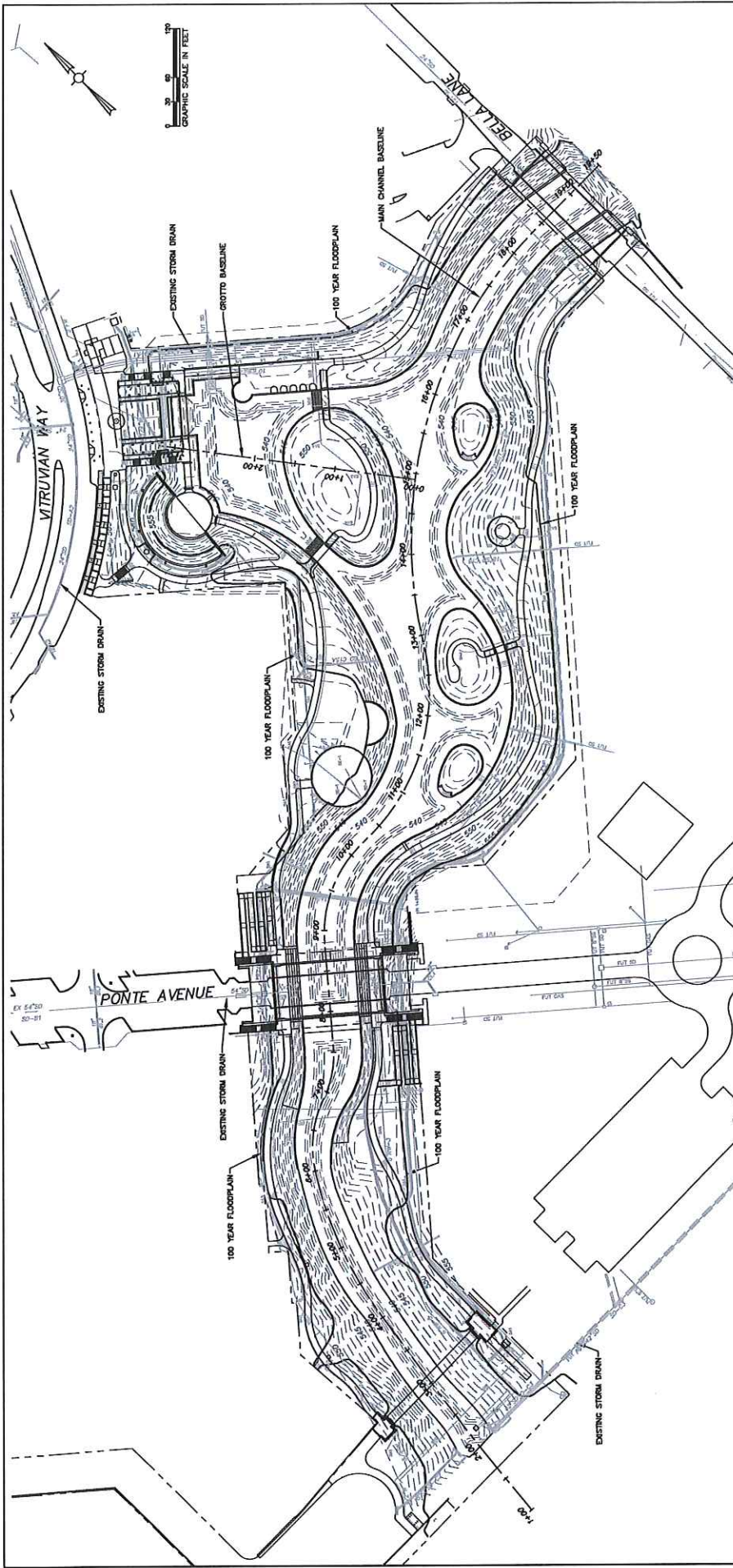
NOTES:  
1. EXISTING CONDITIONS BASED ON NDM SURVEY OF JULY 19, 2018 AND AUGUST 20, 2018.

PROPOSED HYDRAULIC DREDGING  
POSSIBLE MECHANICAL DREDGING

USACE, SWF-2019-00034, Vitruvian Pond Dredging,  
Page 1 of 9

NATHAN D. MAIER CONSULTING ENGINEERS, INC. FOR THE USE OF THE UNITED STATES OF AMERICA This document is prepared under the authority of: WILLIAM L. WALLACE Type of Print Name DATE 000502019 FEP		NATHAN D. MAIER CONSULTING ENGINEERS, INC. 12377 Mehl Drive / Suite 100 / Dallas, Texas 75251 (214) 739-1741 / www.ndmce.com TWP NO. 1-366, TRS. 5 NO. 100189-40		VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		EXISTING CONDITIONS DATE 2/5/19 DRAWN BY 18-003	
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NOTE: PREVIOUS CONDITIONS AND 100 YEAR FLOODPLAIN LIMITS BASED ON PLANS FOR THE CONSTRUCTION OF VITRUVIAN PARK AND THE IMPROVEMENTS TO VITRUVIAN PARK FOR VITRUVIAN PARK PUBLIC INFRASTRUCTURE - PHASE 1C TOWN OF ADDISON, TEXAS PUBLIC WORKS #2009-04 BY ICON CONSULTING ENGINEERS, INC. DATED APRIL 26, 2010.

USACE, SWF-2019-00034, Vitruvian Pond Dredging,  
Page 2 of 9

CHECK PRINT NO. \_\_\_\_\_  
REVISED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
VERIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CORRECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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WILLIAM L. WALLACE 60271 12052018  
Type of Permit Name: \_\_\_\_\_

DATE	REVISION

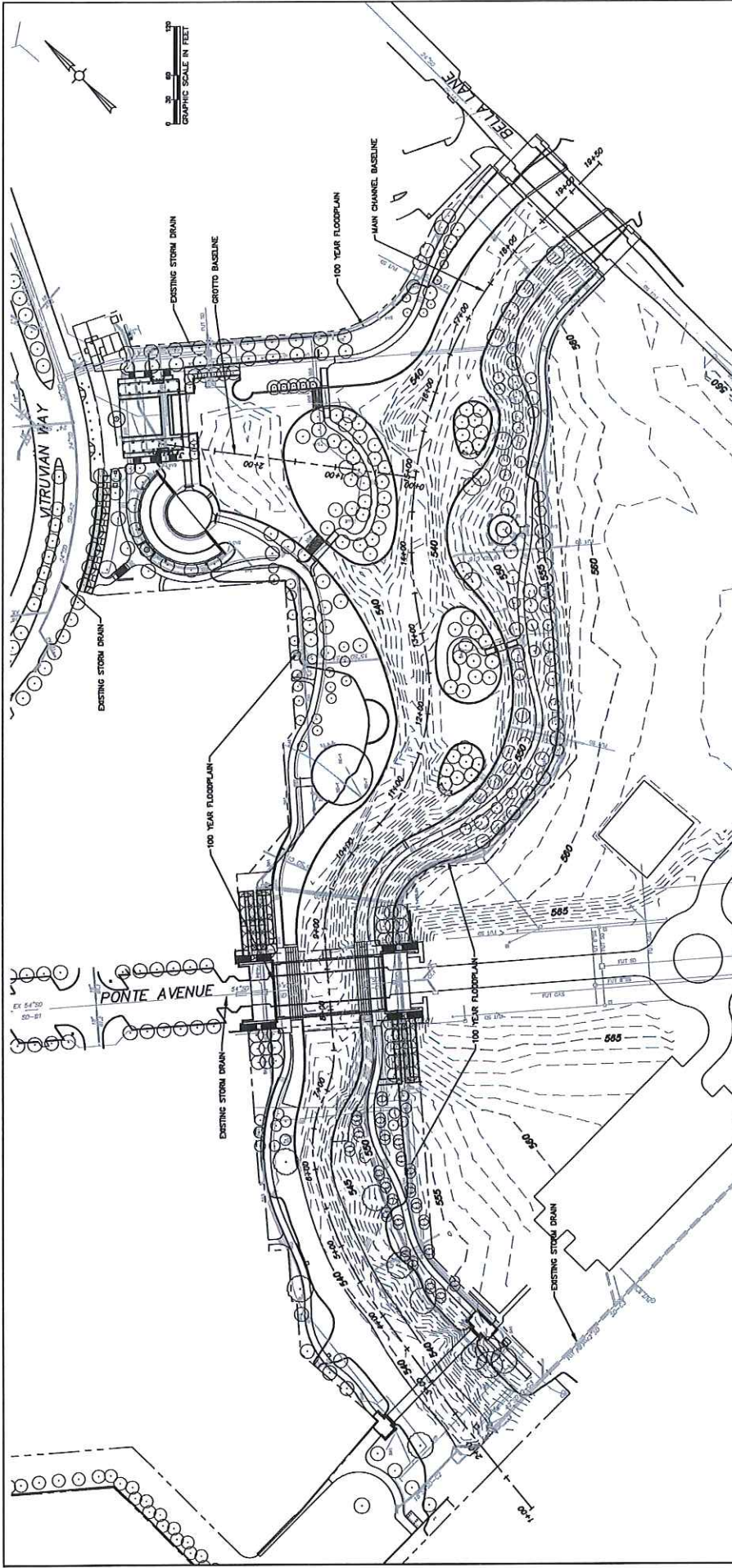
**NDM** NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TYPE NO. 12051 TEXAS NO. 10039-09  
12377 Mehl Drive / Suite 700 / Dallas, Texas 75251  
(214) 739-7471 / www.ndmce.com



VITRUVIAN PARK  
DREDGING  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS

PREVIOUS CONDITIONS				
DATE	BY	REVISION	DATE	REVISION
NDM	NDM	NDM	NDM	NDM
12/4/18	12/4/18	12/4/18	12/4/18	12/4/18





NOTES:  
1. EXISTING CONDITIONS BASED ON NDM SURVEY OF JULY 19, 2018 AND AUGUST 20, 2018.

USACE, SWF-2019-00034, Vitruvian Pond Dredging,  
Page 3 of 9

CHECK PRINT NO. 12/4/18  
DATE: 12/4/18  
REVIEWED BY: DATE:  
APPROVED BY: DATE:  
CORRECTED BY: DATE:

**NATHAN D. MAIER CONSULTING ENGINEERS, INC.**  
13277 Merit Drive / Suite 700 / Dallas, Texas 75251  
(214) 739-7411 / www.ndmce.com

**NDM**

**VITRUVIAN PARK DREDGING**  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS

**ADDISON**

EXISTING CONDITIONS	
NO.	DESCRIPTION
1	15-005

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IN FULL-SIZE DRAWING  
ADJUST SCALE IF  
DRAWING IS REDUCED

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<p><b>WILLIAM L. WALLACE</b>          Type or Print Name</p>	<p><b>60771</b>          PEP</p>
<p><b>12/04/2018</b>          Date</p>	

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**NATHAN D. MAIER**  
CONSULTING ENGINEERS, INC.  
TYPE NO: F-356 / TBPAS NO: 100189-00

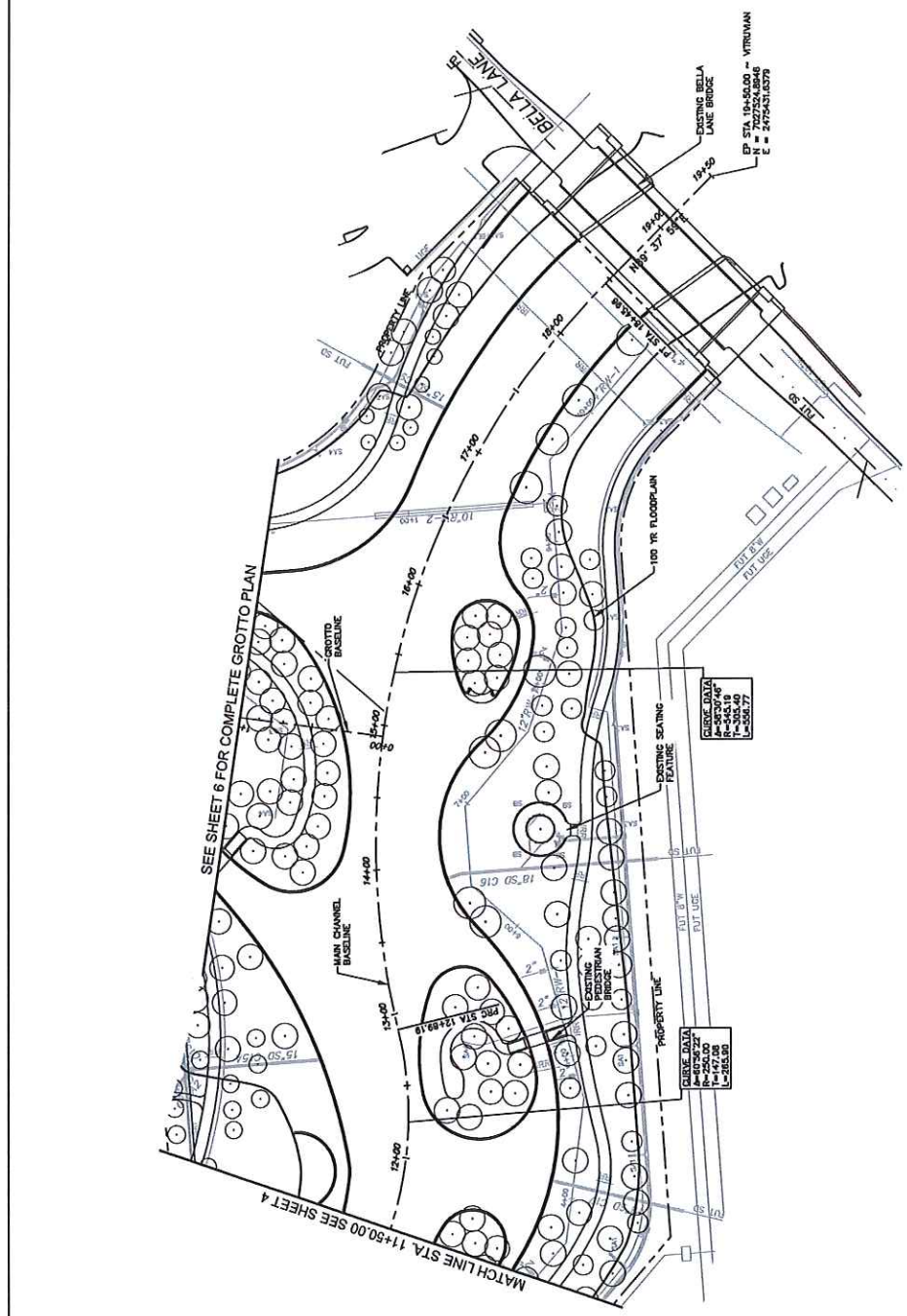
**NDM**

12377 Merit Drive / Suite 700 / Dallas, Texas 75251  
(214) 739-4741 / [www.ndmce.com](http://www.ndmce.com)

**ADDISON**  
VITRUVIAN PARK  
DREDGING  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS

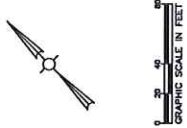
MAIN CHANNEL				
SITE PLAN & BASELINE DATA				
STA. 1+00 TO STA. 11+50				
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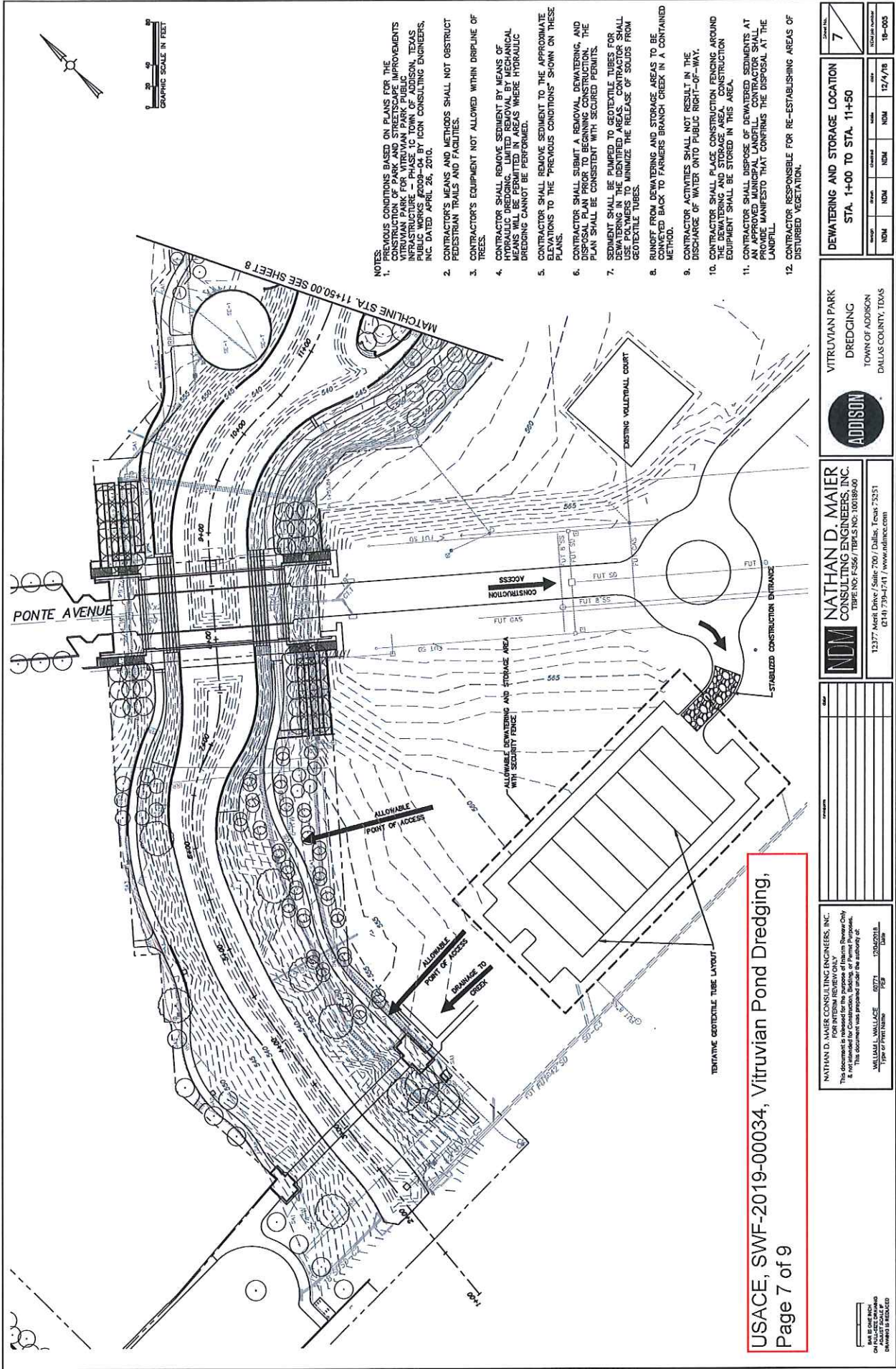


USACE, SWF-2019-00034, Vitruvian Pond Dredging,  
 Page 5 of 9

NATHAN D. MAIER CONSULTING ENGINEERS, INC. 12377 Merit Drive / Suite 700 / Dallas, Texas 75251 (214) 739-1741 / www.ndmce.com		<b>NDM</b> NATHAN D. MAIER CONSULTING ENGINEERS, INC. TIRE NO. 1-266 / TIRAS NO. 10389-00		ADDISON VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		MAIN CHANNEL SITE PLAN & BASELINE DATA STA. 11+50 TO STA. 19+50		Sheet No. <b>5</b>
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NATHAN D. MAIER CONSULTING ENGINEERS, INC. 12377 Merit Drive / Suite 700 / Dallas, Texas 75251 (214) 739-1741 / www.ndmce.com		CURVE DATA R=250.00 L=265.90		CURVE DATA R=303.40 L=356.77		100 YR FLOODPLAIN 100 YR FLOODPLAIN		Date 12/4/18

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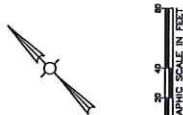




- NOTES:
1. REVISIONS BASED ON PLANS FOR THE CONSTRUCTION OF THE VITRUVIAN PARK INFRASTRUCTURE - PHASE 1C TOWN OF ADDISON, TEXAS. THESE REVISIONS WERE PREPARED BY ICN CONSULTING ENGINEERS, INC. DATED APRIL 24, 2018.
  2. CONTRACTOR'S MEANS AND METHODS SHALL NOT OBSTRUCT PEDESTRIAN TRAILS AND FACILITIES.
  3. CONTRACTOR'S EQUIPMENT NOT ALLOWED WITHIN DRIFLINE OF TREES.
  4. CONTRACTOR SHALL REMOVE SEDIMENT BY MEANS OF HYDRAULIC DREDGING. LIMITED REMOVAL BY MECHANICAL MEANS WILL BE PERMITTED IN AREAS WHERE HYDRAULIC DREDGING CANNOT BE PERFORMED.
  5. CONTRACTOR SHALL REMOVE SEDIMENT TO THE APPROXIMATE ELEVATIONS TO THE "PREVIOUS CONDITIONS" SHOWN ON THESE PLANS.
  6. CONTRACTOR SHALL SUBMIT A REMOVAL, DOWATERING, AND DISPOSAL PLAN PRIOR TO BEGINNING CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH SECURED PERMITS.
  7. SEDIMENT SHALL BE PUMPED TO GEOTEXTILE TUBES FOR DOWATERING IN THE IDENTIFIED AREAS. CONTRACTOR SHALL USE POLYMERS TO MINIMIZE THE RELEASE OF SOLIDS FROM GEOTEXTILE TUBES.
  8. RUNOFF FROM DOWATERING AND STORAGE AREAS TO BE CONVEYED BACK TO FARMERS BRANCH CREEK IN A CONTAINED MANNER.
  9. CONTRACTOR ACTIVITIES SHALL NOT RESULT IN THE DISCHARGE OF WATER ONTO PUBLIC RIGHT-OF-WAY.
  10. CONTRACTOR SHALL PLACE CONSTRUCTION FENCING AROUND THE DOWATERING AND STORAGE AREA. CONSTRUCTION EQUIPMENT SHALL BE STORED IN THIS AREA.
  11. CONTRACTOR SHALL DISPOSE OF DOWATERED SEDIMENTS AT AN APPROVED MUNICIPAL LANDFILL. CONTRACTOR SHALL MAINTAIN A MANIFESTO THAT CONFIRMS THE DISPOSAL AT THE LANDFILL.
  12. CONTRACTOR RESPONSIBLE FOR RE-ESTABLISHING AREAS OF DISTURBED VEGETATION.

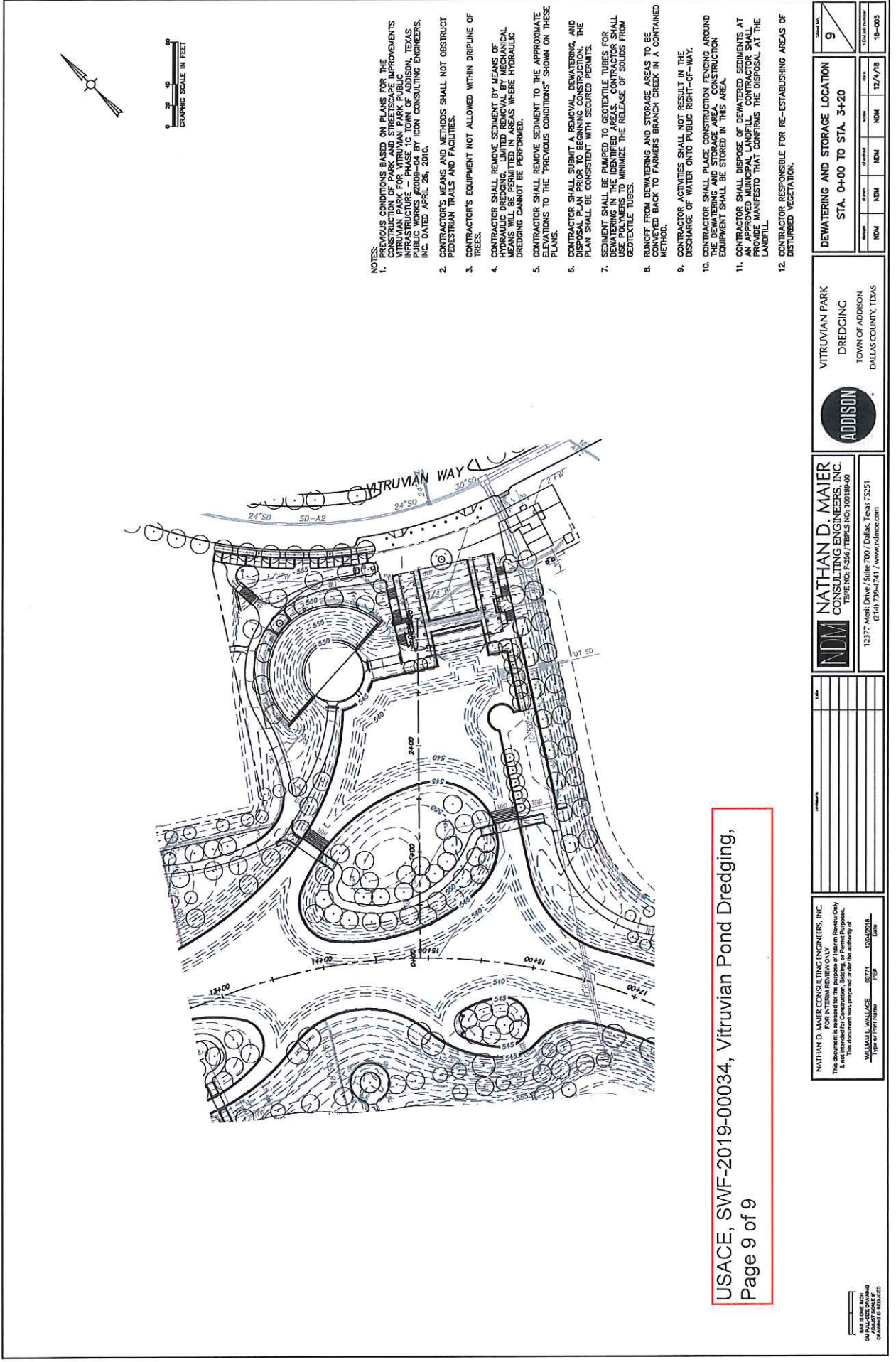
USACE, SWF-2019-00034, Vitruvian Pond Dredging, Page 7 of 9		NATHAN D. MAIER CONSULTING ENGINEERS, INC. 13277 Maier Drive / Suite 700 / Dallas, Texas 75251 (214) 739-1711 / www.ndmce.com		VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		DEWATERING AND STORAGE LOCATION STA. 1+00 TO STA. 11+50		SHEET NO. 7	
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1. PREVIOUS CONDITIONS BASED ON PLANS FOR THE CONSTRUCTION OF PARK AND STREETSCAPE IMPROVEMENTS PROJECTS IN THE CITY OF ADDISON, TEXAS INFRASTRUCTURE - PHASE 1C TOWN OF ADDISON, TEXAS PUBLIC WORKS #2009-04, BY ICON CONSULTING ENGINEERS, INC. DATED APRIL 24, 2010.
2. CONTRACTOR'S MEANS AND METHODS SHALL NOT OBSTRUCT PEDESTRIAN TRAILS AND FACILITIES.
3. CONTRACTOR'S EQUIPMENT NOT ALLOWED WITHIN DRIFLINE OF TREES.
4. HYDRAULIC SLOPE SHALL REMOVE SEDIMENT BY MEANS OF CONSTRUCTION DREDGING. LIMITED REMOVAL BY MECHANICAL MEANS WILL BE PERMITTED IN AREAS WHERE HYDRAULIC DREDGING CANNOT BE PERFORMED.
5. CONTRACTOR SHALL REMOVE SEDIMENT TO THE APPROXIMATE ELEVATIONS TO THE PREVIOUS CONDITIONS' SHOWN ON THESE PLANS.
6. CONTRACTOR SHALL SUBMIT A REMOVAL, Dewatering, AND DISPOSAL PLAN FOR REVIEW WITH SECURED PERMITS.
7. SEDIMENT SHALL BE PLACED IN GEOTEXTILE TUBES FOR REMOVAL IN THE IDENTIFIED AREAS. CONTRACTORS SHALL USE POLYMERS TO MINIMIZE THE RELEASE OF SOLIDS FROM GEOTEXTILE TUBES.
8. RUNOFF FROM Dewatering AND STORAGE AREAS TO BE CONVEYED BACK TO FARMERS BRANCH CREEK IN A CONTAINED METHOD.
9. CONTRACTOR ACTIVITIES SHALL NOT RESULT IN THE DISCHARGE OF WATER INTO PUBLIC RIGHT-OF-WAY.
10. CONTRACTOR SHALL PLACE CONSTRUCTION FENCING AROUND THE Dewatering AND STORAGE AREA. CONSTRUCTION EQUIPMENT SHALL BE STORED IN THIS AREA.
11. CONTRACTOR SHALL DISPOSE OF dewatered SEDIMENTS AT AN APPROVED OFFICIAL LANDFILL. CONTRACTOR SHALL PROVIDE A WRITTEN PLAN THAT CONTAINS THE DISPOSAL OF THE LANDFILL.
12. CONTRACTOR RESPONSIBLE FOR RE-ESTABLISHING AREAS OF DISTURBED VEGETATION.

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USACE, SWF-2019-00034, Vitruvian Pond Dredging,  
Page 9 of 9

- NOTES:
- PREVIOUS CONDITIONS BASED ON PLANS FOR THE CONSTRUCTION OF PARK AND STREETS IMPROVEMENTS INFRASTRUCTURE - PHASE 1C TOWN OF ADDISON, TEXAS PUBLIC WORKS PROJECT BY ICON CONSULTING ENGINEERS, INC. DATED APRIL 24, 2018.
  - CONTRACTOR'S MEANS AND METHODS SHALL NOT OBSTRUCT PEDESTRIAN TRAILS AND FACILITIES.
  - CONTRACTOR'S EQUIPMENT NOT ALLOWED WITHIN DRIPLINE OF TREES.
  - CONTRACTOR SHALL REMOVE SEDIMENT BY MEANS OF HYDRAULIC DREDGING. LIMITED REMOVAL BY MECHANICAL MEANS WILL BE PERMITTED IN AREAS WHERE HYDRAULIC DREDGING CANNOT BE PERFORMED.
  - CONTRACTOR SHALL REMOVE SEDIMENT TO THE APPROXIMATE ELEVATIONS TO THE "PREVIOUS CONDITIONS" SHOWN ON THESE PLANS.
  - CONTRACTOR SHALL SUBMIT A REMOVAL, DREDGING, AND DISPOSAL PLAN PRIOR TO BEGINNING CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH SECURED PERMITS.
  - SEDIMENT SHALL BE PUMPED TO GEOTEXTILE TUBES FOR DREDGING IN THE IDENTIFIED AREAS. CONTRACTOR SHALL USE POLYMERS TO MINIMIZE THE RELEASE OF SOLIDS FROM GEOTEXTILE TUBES.
  - RUNOFF FROM DREDGING AND STORAGE AREAS TO BE CONVEYED BACK TO FARMERS BRANCH CREEK IN A CONTAINED MANNER.
  - CONTRACTOR ACTIVITIES SHALL NOT RESULT IN THE DISCHARGE OF WATER ONTO PUBLIC RIGHT-OF-WAY.
  - CONTRACTOR SHALL PLACE CONSTRUCTION FENCING AROUND THE DREDGING AND STORAGE AREA. CONSTRUCTION EQUIPMENT SHALL BE STORED IN THIS AREA.
  - CONTRACTOR SHALL DISPOSE OF DREDGED SEDIMENTS AT AN APPROVED MUNICIPAL LANDFILL. CONTRACTOR SHALL PROVIDE A MANIFESTO THAT CONFIRMS THE DISPOSAL AT THE LANDFILL.
  - CONTRACTOR RESPONSIBLE FOR RE-ESTABLISHING AREAS OF DISTURBED VEGETATION.

NATHAN D. MAIER CONSULTING ENGINEERS, INC. 13377 Merit Drive / Suite 700 / Dallas, Texas 75251 (214) 739-4141 / www.ndmce.com		VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		DEWATERING AND STORAGE LOCATION STA. 0+00 TO STA. 3+20		Sheet No. 9	
NATHAN D. MAIER CONSULTING ENGINEERS, INC. 13377 Merit Drive / Suite 700 / Dallas, Texas 75251 (214) 739-4141 / www.ndmce.com		VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		DEWATERING AND STORAGE LOCATION STA. 0+00 TO STA. 3+20		Sheet No. 9	
NATHAN D. MAIER CONSULTING ENGINEERS, INC. 13377 Merit Drive / Suite 700 / Dallas, Texas 75251 (214) 739-4141 / www.ndmce.com		VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		DEWATERING AND STORAGE LOCATION STA. 0+00 TO STA. 3+20		Sheet No. 9	
NATHAN D. MAIER CONSULTING ENGINEERS, INC. 13377 Merit Drive / Suite 700 / Dallas, Texas 75251 (214) 739-4141 / www.ndmce.com		VITRUVIAN PARK DREDGING TOWN OF ADDISON DALLAS COUNTY, TEXAS		DEWATERING AND STORAGE LOCATION STA. 0+00 TO STA. 3+20		Sheet No. 9	





**US Army Corps  
of Engineers ®**  
Fort Worth District

# Public Notice

Number: CESWF-95-LOP-2

Activity: Excavation Activities

Date Issued: July 7, 1995

This public notice is to inform you of the issuance of the Letter of Permission procedure listed above.

## Regulatory Program

Since its early history, the U.S. Army Corps of Engineers has played an important role in the development of the nation's water resources. Originally, this involved construction of harbor fortifications and coastal defenses. Later duties included the improvement of waterways to provide avenues of commerce. An important part of our mission today is the protection of the nation's waterways through the administration of the U.S. Army Corps of Engineers Regulatory Program.

## Section 10

The U.S. Army Corps of Engineers is directed by Congress under Section 10 of the Rivers and Harbors of 1899 (33 USC 403) to regulate *all work or structures in or affecting the course, condition or capacity of navigable waters of the United States*. The intent of this law is to protect the navigable capacity of waters important to interstate commerce.

## Section 404

The U.S. Army Corps of Engineers is directed by Congress under Section 404 of the Clean Water Act (33 USC 1344) to regulate the *discharge of dredged and fill material into all waters of the United States, including wetlands*. The intent of the law is to protect the nation's waters from the indiscriminate discharge of material capable of causing pollution and to restore and maintain their chemical, physical and biological integrity.

## Contact

Fort Worth District  
Regulatory Branch  
PO Box 17300  
Fort Worth, TX 76102-0300  
(817)886-1731

Albuquerque District  
Regulatory Branch  
505 South Main, Ste 142  
Las Cruces, NM 88001  
(575)556-9939

Galveston District  
Regulatory Branch  
PO Box 1229  
Galveston, TX 77553-1229  
(409) 766-3930

Tulsa District  
Regulatory Office  
1645 South 101<sup>st</sup> East Ave.  
Tulsa, OK 74128  
(918)669-7619

WATER QUALITY CERTIFICATION:

The TCEQ has certified pursuant to Section 401 of the Clean Water Act, for the activities for which they are responsible, that the LOP procedure would not result in a violation of established Texas Water Quality Standards provided the standard provisions in Appendix B are followed. The Railroad Commission of Texas (RCT) has waived certification pursuant to Section 401 of the Clean Water Act, for the activities for which they are responsible.

AUTHORIZATION FROM OTHER AGENCIES:

The permittee is responsible for obtaining any additional federal, state, or local permits that may be required, which include, but are not limited to:

1. When streambed materials such as sand, shell, gravel and marl are to be disturbed or removed from state-owned waters in Texas, the permittee may be required to obtain a permit from the Texas Parks and Wildlife Department, 4200 Smith School Road, Austin, Texas 78744.
2. Activities outside the permit area of the USACE that may affect a federally listed endangered or threatened species or its critical habitat could require permits from the U.S. Fish and Wildlife Service to prevent a violation of the Endangered Species Act under Section 9.
3. All activities in Texas located on lands under the jurisdiction of the Texas General Land Office, 1700 North Congress Avenue, Austin, Texas 78701-1495, must have prior approval from that office.
4. Any work on lands or in waters under the jurisdiction of any river authority or other operating agency may require a permit from that authority or agency.
5. Projects involving government property on USACE reservoirs will require submission of detailed design information to the reservoir manager and the manager's approval of the proposed activity.
6. Activities within a 100-year floodplain may require a permit from the local floodplain administrator or the TCEQ. In addition, evidence that the project meets non-encroachment restrictions in regulatory floodways may be required.
7. Storm water runoff from construction activities that result in a disturbance of one or more acres, or are a part of a common plan of development that will result in the disturbance of one or more acres, must be controlled and authorized under Texas Pollutant Discharge Elimination System (TPDES) general permit TXR150000. A copy of the general permit, application (notice of intent), and additional information is available at: [http://www.tceq.texas.gov/permitting/stormwater/wq\\_construction.html](http://www.tceq.texas.gov/permitting/stormwater/wq_construction.html) or by contacting the TCEQ Storm Water & Pretreatment Team at (512) 239-4671.
8. Activities associated with the exploration, development, or production of oil, gas, or geothermal resources, including the transportation of oil or gas prior to the refining of such oil or the use of such gas in manufacturing or as a fuel, as described in Tex. Nat. Res. Code Ann. Section 91.101, may require authorization from the Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711-2967.

Fort Worth District: Regulatory Branch, U.S. Army Corps of Engineers, Fort Worth District, ATTN: CESWF-PER-R, P.O. Box 17300, Fort Worth, TX 76102-0300, or telephone the Regulatory Branch at (817) 886-1731.

Albuquerque District: Regulatory Office, U.S. Army Corps of Engineers, Albuquerque District, 505 South Main, Ste 142, Las Cruces, NM 88001, or telephone the Regulatory Office at (575) 556-9939

Galveston District: Regulatory Branch, U.S. Army Corps of Engineers, Galveston District, ATTN: CESWG-CO-R, P.O. Box 1229, Galveston, TX 77552-1229, or telephone the Regulatory Branch at (409) 766-3930

Tulsa District: Regulatory Branch, U.S. Army Corps of Engineers, Tulsa District, Regulatory Office, 1645 South 101<sup>st</sup> East Ave., Tulsa, OK 74128, or telephone the Regulatory Branch at (918) 669-7619

This procedure will also suffice as the LOP application for work proposed in navigable waters of the United States under Section 10 of the Rivers and Harbors Act of 1899.

EVALUATION PROCEDURES:

Prior to authorizing any project, the USACE shall coordinate with the EPA, FWS, Texas Parks and Wildlife Department, either the TCEQ or RCT, depending on the nature of the proposed activities, and, for projects that would be located within the boundaries of the Galveston District, the National Marine Fisheries Service to obtain their concurrence with authorizing the proposed work under this LOP procedure. Should one of the appropriate agencies not concur, the proposed work would require authorization by individual permit. A verbal or written response from each contacted agency is required to complete the interagency coordination process. Pre-application coordination with these agencies through the USACE is highly recommended.

Work may not proceed prior to written notification that the District Engineer has issued an LOP. It is the applicant's responsibility to insure that the authorized project meets the terms and conditions set forth in the LOP; failure to abide by them will constitute a violation of the Clean Water Act and/or the Rivers and Harbors Act of 1899. Projects outside the scope of this LOP procedure may be considered for authorization by individual permit.



## **APPENDIX A**

### **CONDITIONS OF LETTERS OF PERMISSION ISSUED UNDER "LETTER OF PERMISSION PROCEDURE, EXCAVATION ACTIVITIES"**

#### GENERAL CONDITIONS:

1. In issuing an LOP, the Department of the Army relies in part on the information provided by the permittee. If that information proves to be false, incomplete, or inaccurate, the LOP may be revoked.
2. Projects authorized by LOP shall comply with all terms and conditions herein. Failure to abide by such conditions invalidates the authorization and may result in a violation of the law, requiring restoration of the site or other remedial action.
3. An LOP should not be considered as an approval of the design features of any authorized project or an implication that such is considered adequate for the purpose intended; a Department of the Army LOP merely expresses the consent of the Federal Government to the proposed work insofar as public rights are concerned. An LOP does not authorize any damage to private property, invasion of private rights, or any infringement of federal, state or local laws or regulations. Nor does it relieve the permittee from the requirement to obtain a local permit from the jurisdiction within which the project is located and to address all non-encroachment restrictions within a regulatory floodway of such local jurisdiction as identified by the Federal Emergency Management Agency.
4. This LOP procedure may be modified or suspended in whole or in part if it is determined that the individual or cumulative impacts of work that would be authorized using this procedure are contrary to the public interest. The authorization for individual projects may also be summarily modified, suspended, or revoked, in whole or in part, upon a finding by the District Engineer that immediate suspension of the project would be in the public interest.
5. Any modification, suspension or revocation of the District Engineer's authorization shall not be the basis for any claim for damages against the United States.
6. An LOP does not authorize the interference with any existing or proposed Federal project, and the permittee shall not be entitled to compensation for damage or injury to the authorized structures or activities that may result from existing or future operations undertaken by the United States in the public interest.
7. No attempt shall be made by the permittee to prevent the full and free public use of all navigable waters of the United States, at or adjacent to the authorized project.
8. There shall be no unreasonable interference with navigation by the existence or use of the permanent and temporary authorized structures.
9. The permittee shall make every reasonable effort to conduct the authorized activities in a manner that will minimize any adverse impact of the work on water quality, fish and wildlife, and the natural environment, including adverse impacts to migratory waterfowl breeding areas, spawning areas, and trees, particularly mast-producing trees such as oaks and hickories.

## APPENDIX B

### Attachment 1 - Dredge and Fill Certification

#### USCOE Excavation Letter of Permission

July 7, 1995

Page 1 of 3

**WORK DESCRIPTION:** As described in the public notice dated March 20, 1995.

**SPECIAL CONDITIONS:** None

**GENERAL:** This certification, issued pursuant to the requirements of Title 30, Texas Administrative Code, Chapter 279, is restricted to the work described in the application or joint public notice. This certification may be extended to any minor revision of the COE permit when such change(s) would not result in an impact on water quality. The Texas Commission on Environmental Quality (TCEQ) reserves the right to require full joint public notice on a request for minor revision. The applicant is hereby placed on notice that any activity conducted pursuant to the COE permit which results in a violation of the state's surface water quality standards may result in an enforcement proceeding being initiated by the TCEQ or a successor agency.

**STANDARD PROVISIONS:** These following provisions attach to any permit issued by the COE and shall be followed by the permittee or any employee, agent, contractor, or subcontractor of the permittee during any phase of work authorized by a COE permit.

1. The water quality of wetlands shall be maintained in accordance with all applicable provisions of the Texas Surface Water Quality Standards including the General, Narrative, and Numerical Criteria.
2. The applicant shall not engage in any activity which will cause surface waters to be toxic to man, aquatic life, or terrestrial life.
3. Permittee shall employ measures to control spills of fuels, lubricants, or any other materials to prevent them from entering a watercourse. All spills shall be promptly reported to the TCEQ by calling the State of Texas Environmental Hotline at 1-800-832-8224.
4. Sanitary wastes shall be retained for disposal in some legal manner. Marinas and similar operations which harbor boats equipped with marine sanitation devices shall provide state/federal permitted treatment facilities or pump out facilities for ultimate transfer to a permitted treatment facility. Additionally, marinas shall display signs in appropriate locations advising boat owners that the discharge of sewage from a marine sanitation device to waters in the state is a violation of state and federal law.
5. Materials resulting from the destruction of existing structures shall be removed from the water or areas adjacent to the water and disposed of in some legal manner.
6. A discharge shall not cause substantial and persistent changes from ambient conditions of turbidity or color. The use of silt screens or other appropriate methods is encouraged to confine suspended particulates.
7. The placement of any material in a watercourse or wetlands shall be avoided and placed there only with the approval of the Corps when no other reasonable alternative is



**APPENDIX B**

**Attachment 1 - Dredge and Fill Certification**

**USCOE Excavation Letter of Permission**

**July 7, 1995**

**Page 3 of 3**

16. Surface water shall be essentially free of floating debris and suspended solids that are conducive to producing adverse responses in aquatic organisms, putrescible sludge deposits, or sediment layers which adversely affect benthic biota or any lawful uses.
17. Surface waters shall be essentially free of settleable solids conducive to changes in flow characteristics of stream channels or the untimely filling of reservoirs, lakes, and bays.
18. The work of the applicant shall be conducted such that surface waters are maintained in an aesthetically attractive condition and foaming or frothing of a persistent nature is avoided.  
Surface waters shall be maintained so that oil, grease, or related residue will not produce a visible film of oil or globules of grease on the surface or coat the banks or bottoms of the watercourse.
19. This certification shall not be deemed as fulfilling the applicant's/permittee's responsibility to obtain additional authorization/approval from other local, state, or federal regulatory agencies having special/specific authority to preserve and/or protect resources within the area where the work will occur.

## Work Session and Regular Meeting

12.

**Meeting Date:** 04/09/2019

**Department:** Parks & Recreation

**Pillars:** Gold Standard in Customer Service

**Milestones:** Clarify and protect the Addison Way

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### **AGENDA CAPTION:**

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Establishing Minimum Standards of Care for Youth Recreation Programs Conducted by the Town for Elementary Age Children Ages 5 Through 13; Providing for Compliance with Section 42.041(b)(14) of the Texas Human Resources Code.**

### **BACKGROUND:**

Annual adoption of the standards of care by ordinance after a public hearing is required per Section 42.041(b)(14) of the Texas Human Resources Code, for the establishment of minimum standards required by the State of Texas for Youth Recreation Programs conducted by the Town.

Council approval is requested of an ordinance to adopt standards of care for all youth programs for children ages 5 through 13 including, but not limited to the Summer Camp Program and the Spring Break Program at the Addison Athletic Club. The attached ordinance is the same as the ordinance adopted last year except for updates to dates and title changes. The Standards of Care attached as Exhibit A, cover guidelines for operating youth programs by the Town of Addison Parks and Recreation Department.

The document provides minimum standards for operating youth programs which include guidelines for hiring of program staff, enrollment guidelines, discipline, health, safety, and more. The document also addresses programing and providing activities that promote emotional, social, and mental growth. The Addison Athletic Club not only complies with the minimum standards required in the ordinance but exceeds some of the established standards. Some examples include:

- Video monitoring throughout the facility and in all child care areas.
- Day Camp Restroom Policy which requires campers to use the single use child care restroom or upstairs single use restrooms. This prevents campers from utilizing the locker rooms. This policy also requires campers changing into swim suits to use the outdoor pool restroom prior to the pool being open to the general public.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Ordinance - Standards of Care

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ESTABLISHING STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS CONDUCTED BY THE CITY FOR ELEMENTARY AGE CHILDREN AGES 5 THROUGH 13; PROVIDING FOR COMPLIANCE WITH STATE LAW; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (the “City”) is a home rule municipal corporation pursuant to article 11, section 5 of the Texas Constitution and its Home Rule Charter; and

**WHEREAS**, the City operates recreation programs for children, including elementary age children (ages 5 through 13); and

**WHEREAS**, Section 42.041 of the Texas Human Resources Code provides that no person may operate a child-care facility or a child-placing agency without a license issued by the Texas Department of Family and Protective Services, but provides an exception from that requirement in Section 42.041(b)(14) of the said Code for an elementary-age (ages 5 through 13) recreation program operated by a municipality, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs; and

**WHEREAS**, the City Council held a public hearing on April 24, 2018 regarding standards of care for its recreation program for elementary age children (ages 5 through 13) and thereafter passed and approved Ordinance No. 018-15 that adopted such standards of care; and

**WHEREAS**, in accordance with Section 42.041(b)(14) of the Human Resources Code, on April 9, 2019 the City Council conducted an annual public hearing regarding the adoption of standards of care for its recreation programs for elementary age children (ages 5 through 13) as set forth herein, and following such public hearing the City Council desires by this Ordinance to adopt such standards of care.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

Section 1. The findings set forth above are incorporated herein as if set forth verbatim.

Section 2. The standards of care set forth in Exhibit A attached hereto and made a part of this Ordinance for all purposes (the “Standards of Care”) are hereby adopted as the standards of care for all elementary age (ages 5 through 13) recreation programs

operated by the Town of Addison, Texas (“City”) (collectively “Programs” and each a “Program”), including, without limitation, any summer camp program or any spring break program.

Section 3. All Programs are to be operated by the City’s Department of Parks and Recreation (“Department”). The Director of the Department, or the Director’s designee, (individually or collectively, the “Director”), shall administer the Programs in accordance with the Standards of Care. The Director may adopt rules in writing relating to the operation of Programs, which rules may be more restrictive than the Standards of Care. The Programs shall be operated in accordance with the Standards of Care (or, in the event the Director adopts rules that are more restrictive than the Standards of Care, in accordance with such rules).

Section 4. The Director shall provide the Standards of Care to the parents of each Program participant (and, in the event the Director adopts rules that are more restrictive than the Standards of Care, shall provide such rules to the parents of each Program participant). Further, the Director, or the Director’s designee, shall inform the parents of each Program participant that the Program is not licensed by the State of Texas.

Section 5. The Program shall not be advertised as a child-care facility.

Section 6. The Director is authorized to take any and all steps, if any, as may be necessary to confirm the Program’s exemption from State law as set forth in Section 42.041 of the Texas Human Resources Code.

Section 7. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 8. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 9. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 10. This Ordinance shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9th day of April, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

By:\_\_\_\_\_  
Irma Parker, City Secretary

**APPROVED AS TO FORM:**

By:\_\_\_\_\_  
Brenda N. McDonald, City Attorney



**EXHIBIT A**  
**TO ORDINANCE NO. \_\_\_\_\_**

**STANDARDS OF CARE**  
**FOR ELEMENTARY AGE (5 – 13) RECREATION PROGRAMS**

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the Town of Addison Recreation Department, including, without limitation, any summer camp program and any spring break program. The Programs are not licensed by the State of Texas and shall not be advertised as a child-care facility.

**GENERAL ADMINISTRATION**

1. Organization.

- A. The governing body of the Youth Programs is the City Council of the Town of Addison, Texas.
- B. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
- C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program and Spring Break Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.
- F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:
  - (1) a felony or a misdemeanor classified as an offense against a person or family member;
  - (2) a felony or misdemeanor classified as public indecency;
  - (3) any offense for which a person is required to register as a sex

offender under Chapter 62, Texas Code of Criminal Procedure;

- (4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
- (5) any offense involving moral turpitude;
- (6) any offense that would, in the Director's sole opinion, potentially put youth participants or the City at risk.

2. Definitions. For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

- A. *City* means the Town of Addison, Texas.
- B. *City Council* means the City Council of the City.
- C. *Department* means the Parks and Recreation Department of the City.
- D. *Director* means the Parks and Recreation Department Director of the City or his or her designee.
- E. *Employee(s)* means people who have been hired to work for the Town of Addison and have been assigned responsibility for managing, administering, or implementing some portion of a Program.
- F. *Parent(s)* means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.
- G. *Participant* means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.
- H. *Programs* means all (and *Program* means any of the) elementary age (ages 5 through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (*Summer Camp Program*) and the City Spring Break Camp Program (*Spring Break Program*).
- I. *Program Coordinator or Coordinator* means a full-time Department employee who is a recreation coordinator and has been assigned administrative responsibility for the Programs.
- J. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.
- K. *Program Site* means area and facilities where a Program is held, consisting of the Addison Athletic Club, 3900 Beltway Drive, Addison, Texas

75001.

- L. *Program Summer Camp Counselor* or *Counselor* means a Department part-time or seasonal employee who has been assigned responsibility by the Assistant Director of Recreation to implement the City's Summer Camp Program.
  - M. *Assistant Director of Recreation* means a full-time Department employee and who oversees the Program Coordinator and the operation of all Programs.
3. Inspections/Monitoring/Enforcement.
- A. A written inspection report will be prepared by the Program Coordinator each month to confirm the Standards of Care are being adhered to.
    - (1) Each monthly inspection report will be sent by the Program Coordinator to the Assistant Director of Parks and Recreation for review and kept on record in accordance with the City's records retention policy.
    - (2) The Assistant Director of Parks and Recreation will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.
  - B. The Assistant Director of Parks and Recreation will make visual inspections of the Programs based on the following schedule:
    - (1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.
    - (2) The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.
    - (3) Each other Program will be inspected at least once each week during the schedule for the Program.
  - C. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Assistant Director of Parks and Recreation, with the complaint and the resolution noted.
4. Enrollment. Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:

- A. name, address, home telephone number;
  - B. name and address of parent(s) and telephone number(s) during Program hours;
  - C. the names and telephone numbers of people to whom the child can be released;
  - D. a statement of the child's physical health, including a physician's signed statement and current immunization (shot) records, detailing any special problems or needs of the child;
  - E. proof of residency within the City when appropriate; and
  - F. a fully executed liability waiver and release.
5. Suspected Abuse.

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Assistant Director of Parks and Recreation. The Assistant Director of Parks and Recreation will then immediately notify the Director, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

## **STAFFING - RESPONSIBILITIES AND TRAINING**

1. Program Coordinator Qualifications.
- A. The Coordinator will be a full-time, professional employee of the Department.
  - B. The Coordinator must be at least 21 years old
  - C. The Coordinator must have received a bachelor's degree from an accredited college or university. Acceptable degrees include:
    - (1) Recreation Administration or General Recreation;
    - (2) Physical Education; and

- (3) Any other comparable degree plan or experience that would lend itself to working in a public recreation environment.
  - D. The Coordinator must have at least two years experience planning and implementing recreational activities.
  - E. The Coordinator must pass a background investigation, including, including testing for alcohol and illegal and unauthorized drugs.
  - F. The Coordinator must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.
2. Coordinator's Responsibilities.
- A. The Coordinator is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.
  - B. The Coordinator is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.
  - C. The Coordinator is responsible to plan, implement, and evaluate Programs.
3. Program Summer Camp Counselor Qualifications.
- A. Counselors will be part-time or seasonal employees of the Department.
  - B. Counselors working with children must be age 18 or older.
  - C. Counselors must be able to consistently exhibit competency, good judgment, and self-control when working with children.
  - D. Counselors must relate to children with courtesy, respect, tolerance, and patience.
  - E. Counselors must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.
  - F. Counselors must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.
4. Counselor Responsibilities.
- A. Counselors will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their

peers.

- B. Counselors will be responsible to know and follow all City, Department, and Program standards, policies, and procedures that apply to the Program.
- C. Counselors must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Counselor.

5. Training/Orientation.

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Coordinator will provide each Counselor with a Program manual specific to the applicable Program.
- B. Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.
- F. Program employees will be required to sign an acknowledgement that they received the required training.

**OPERATIONS**

1. Staff-Participant Ratio.

- A. The standard ratio of Program participants to employees will be 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.



2. Discipline.

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel, harsh or corporal punishment or treatment used as a method of discipline.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.
- F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming.

- A. Program employees will attempt to provide activities for each Program group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods that include:
  - (1) alternating active and passive activities;
  - (2) opportunity for individual and group activities, and
  - (3) outdoor time each day weather permits.
- C. Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.
  - (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
  - (2) Program employees must have a written list of the participants in

the Program group and must check the roll frequently.

- (3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

4. Communication.

- A. The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees:
  - (1) City ambulance or emergency medical services;
  - (2) City Police Department
  - (3) City Fire Department
  - (4) The Addison Athletic Club front desk; and
  - (5) Numbers at which parents may be reached.

5. Transportation.

- A. Before a participant may be transported to and from City-sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Coordinator.
- B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- C. Program employees will carry a cell phone at all times.

**FACILITY STANDARDS**

1. Safety.

- A. Program employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program employees must have first aid supplies readily available at the

Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

2. Fire.

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Assistant Director of Recreation who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.
- C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program Sites based on the following schedule:
  - (1) Summer Camp Program: A fire drill twice during the session.
  - (2) Spring Break Camp Program: A fire drill once during the session.
  - (3) Other Programs: A fire drill at least once during the session.

3. Health.

- A. Illness or Injury.
  - (1) A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.
  - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
  - (3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.
  - (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- B. Program employees will administer medication (limited only to an epinephrine pen (auto-injector) and an asthma inhaler) to participants only if:

- (1) Parent(s) complete and sign a medication form provided by the Town (to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.
- (2) The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date.

Program employees will not administer any other medication.

C. Toilet Facilities.

- (1) The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.
- (2) An appropriate and adequate number of lavatories will be provided.

D. Sanitation.

- (1) The Program facilities will have adequate light, ventilation, and heat.
- (2) The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees will see that garbage is removed from buildings daily.

## Work Session and Regular Meeting

13.

Meeting Date: 04/09/2019

Department: Parks & Recreation

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### AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution for a Professional Services Agreement with Pacheco Koch for Preparation of the Construction Documents Related to the Belt Line 1.5 Beautification Between Marsh Lane and Midway Road, and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$223,000.

### BACKGROUND:

December 12, 2017 Council approved a professional services agreement with Pacheco Koch for the master planning and schematic design for the beautification of Belt Line Road between Marsh and Midway. The consultant was tasked with analyzing corridor elements including intersections, bus stops, rights-of-way, found spaces to enhance and beautify Belt Line Road while providing high, medium and low design and finish options and the associated estimates of probable cost. At the conclusion of this phase of work a vision board was produced along with a master plan identifying locations of gateway monuments, pedestrian way stations / bus shelters, landscaping, paving, retaining walls, median development and pedestrian amenities determined through a public input process and guided by a special project advisory committee. Sample schematic layouts were provided for key intersections, median enhancements and pedestrian way stations / bus shelters. Community input and advisory committee input identified the medium layout option with high finishes as the preferred master plan.

On February 20, 2019 Council approved a resolution adopting the medium layout master plan with high finishes and schematic design elements for the project. During this meeting Staff presented to Council the anticipated budget for the project of \$2,127,022 and asked Council to provide direction on a scope for the project. Council direction was to move forward with the production of construction documents for 6 bus shelters, 1 gateway monument, enhanced intersections, enhanced medians, retaining walls, sidewalk addition and removal and replacement of existing pavers.

The consultant, Pacheco Koch has prepared a professional services agreement for the sum of \$223,000 based on Council and staff direction. A comprehensive breakdown of their fees is located in Exhibit B in the agreement. Their services include completion of schematic design, design development, development of

the construction documents, bidding services and construction administration. Additionally, staff has requested the consultant create a district monument design that will expand on the design of the gateway monument, creating a family of signs to respond to future development along the corridor. To complete these tasks a partial topographic survey, geotechnical survey and subsurface utility exploration will be conducted. The process will include time for staff review and comment along with joint milestone presentations to Council and the community. The timeline for the project will be as follows:

Schematic Design through Construction Documents	23 Weeks
Bidding Phase	4 Weeks
Construction Phase	20 Weeks
<b>Total</b>	<b>47 Weeks</b>

This anticipated schedule does not include any delays that might occur due to easement acquisition.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Pacheco Koch Belt Line 1.5 Beautification  
Belt Line 1.5 Master Plan

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND PACHECO KOCH CONSULTING ENGINEERS, INC. FOR CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR BELT LINE 1.5 ENHANCEMENTS IN AN AMOUNT NOT TO EXCEED \$223,000.00 AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Agreement for Professional Engineering Services between the Town of Addison and Pacheco Koch Consulting Engineers, Inc., for construction documents and construction administration services for Belt Line 1.5 Enhancements in an amount not to exceed \$218,505.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney



Exhibit A

**AGREEMENT  
BETWEEN  
THE TOWN OF ADDISON, TEXAS  
AND  
PACHECO KOCH CONSULTING ENGINEERS, INC.  
  
FOR  
  
PROFESSIONAL ENGINEERING SERVICES**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019,

BETWEEN the Town:      The Town of Addison, Texas  
                                     5300 Beltline Rd.  
                                     Addison, Texas Zip Code  
                                     Telephone: (972) 450-7001

and the Consultant:      Pacheco Koch Consulting Engineers, Inc.  
                                     7557 Rambler Road, Suite 1400  
                                     Dallas, TX 75231  
                                     972-235-3031

for the following Project:   Construction Documents   for   Belt Line 1.5  
   Enhancements

The Town and the Consultant agree as set forth below.

**THIS AGREEMENT** is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, hereinafter referred to as Pacheco Koch Consulting Engineers, Inc. as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

**WHEREAS**, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, Construction Documents for Belt Line 1.5 Enhancements, hereinafter referred to as "Project"; and

**WHEREAS**, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

## ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional services performed and/or furnished by Consultant under the terms and conditions of this Agreement shall be consistent with the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison City Manager to execute said change order.
- 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, **but in no event shall the Project be completed any later than one hundred eighty (180) consecutive days from the Effective Date of this Agreement.**
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this

Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B.”**

## **ARTICLE 2 THE CITY’S RESPONSIBILITIES**

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town’s behalf with respect to the Project (the “Project Manager”). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant’s services. The Project Manager is not authorized to issue verbal or written change orders for “extra” work or “claims” invoiced as “extra” work.

## **ARTICLE 3 CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on a Type of Payment Basis not to exceed **Two Hundred Twenty Three Thousand Dollars and 0/100 Dollars (\$223,000.00)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in **Exhibit “B.”** **The final five percent (5%) of the Consultant’s Fee, or Eleven Thousand One Hundred Fifty Dollars and 00/100 Dollars (\$11,150.00), shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit “A.”**
  - 3.1.1 **Completion of Project Close-out Drawings** – Town and Consultant agree that the completion of the Project Close-out Drawings, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the Consultant’s Fee, or Eleven Thousand One Hundred Fifty Dollars and 00/100 Dollars (\$11,150.00)**. The electronic

formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for

the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
- 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

## Hourly Billable Rates by Position

<i>'Position</i>	<i>' Hourly Rate</i>
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### **SCHEDULE OF STANDARD HOURLY BILLING RATES** (Our hourly rates are subject to change at any time.)

#### **ENGINEERING**

Principal.....	\$225.00/Hr.
Associate Principal .....	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator .....	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.
Senior Technician .....	\$110.00/Hr.
Technician .....	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager .....	\$80.00/Hr.
Technical Assistant .....	\$50.00/Hr.
Executive Assistant .....	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant .....	\$70.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.

#### **LANDSCAPE ARCHITECTURE**

Principal.....	\$225.00/Hr.
Associate Principal .....	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect .....	\$95.00/Hr.
Landscape Designer.....	\$75.00/Hr.
Drafter.....	\$75.00/Hr.
Executive Assistant .....	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant .....	\$70.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.

#### **SURVEYING**

Principal.....	\$225.00/Hr.
Associate Principal .....	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator .....	\$120.00/Hr.
Project Surveyor .....	\$95.00/Hr.
Survey Intern .....	\$90.00/Hr.
Senior Technician .....	\$90.00/Hr.
Technician .....	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager .....	\$80.00/Hr.
Technical Assistant .....	\$50.00/Hr.
Executive Assistant .....	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant .....	\$70.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.
Survey Field Crew (1-person) .....	\$95.00/Hr.
Survey Field Crew (2-person) .....	\$140.00/Hr.
Survey Field Crew (3-person) .....	\$195.00/Hr.
Survey Field Crew (4-person) .....	\$250.00/Hr.

rev. 02/2016

7557 Rambler Road   ■   Suite 1400   ■   Dallas, TX 75231-2388   ■   972.235.3031   ■   pkce.com



- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the Texas



*Government Code.* The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

## **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of

subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “F,” such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

## **ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

## **ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to

a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

## **ARTICLE 10 INDEMNITY**

**CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS,**

LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



## **ARTICLE 11 NOTICES**

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

**Janna Tidwell, Director of Parks & Recreation  
16801 Westgrove Drive  
Addison, TX 75001  
972-450-2869 office**

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Wade Peterson, Principal  
7557 Rambler Road, Suite 1400  
Dallas, TX 75231  
972-235-3031 office**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

## **ARTICLE 12 MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.



12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is

executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**Effective Date:** \_\_\_\_\_

**TOWN:**

Town of Addison, Texas

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Pacheco Koch Consulting Engineers, Inc.

 \_\_\_\_\_   
By: Mark A Pacheco, P.E., R.P.L.S.  
President

Date: 03/29/2019

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: \_\_\_\_\_

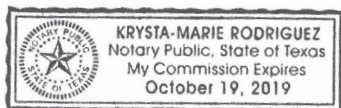
STATE OF TEXAS

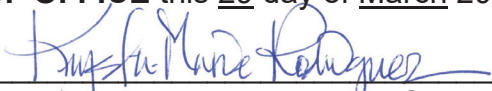
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COUNTY OF DALLAS

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Mark A. Pacheco**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 29 day of March 2019.



  
\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: October 19, 2019

**Exhibit “A”  
Scope of Services  
Agreement by and between the Town of Addison, Texas (Town)  
and Insert Name (Consultant)  
to perform Professional Engineering Services for  
Belt Line 1.5 Enhancements**

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**BELT LINE ROAD LANDSCAPE  
ENHANCEMENTS PHASE 1  
IMPLEMENTATION**

**PROJECT DESCRIPTION:**

The project consists of the implementation of detailed design for the approved master plan between Marsh and Midway along Beltline Road. The intent of the project is to prepare documentation sufficient to publicly bid up to \$2.43 million in improvements identified in the approved Master Plan prepared by Pacheco Koch. EXHIBIT B – SCHEDULE OF WORK outlines the proposed schedule for these services based on the scope of work proposed. This is subject to adaptation throughout to meet town schedules and objectives.

**BASIC SERVICES:**

Each of the proposed scope of service items are outlined in **EXHIBIT C – FEE**

Task 1: Project Kick-Off and Data Acquisition

- A. CONSULTANT will attend one (1) kickoff meeting with the CLIENT.
- B. Using the data provided by the CLIENT, the CONSULTANT will prepare a digital base file sufficient to use in the preparation of construction documents. (See SPECIAL SERVICES – TASK 1 for related work anticipated to prepare this base plan)

Task 2: District Monument Conceptual Design

- A. CONSULTANT will provide two (2) rendered, conceptual designs for the proposed district monument located at Quorum and Belt Line Road.
- B. CONSULTANT will attend one (1) CLIENT organized review of the concepts with applicable staff to gather comments and final direction
- C. CONSULTANT will provide one (1) finalized, rendered, conceptual design for the proposed district monument.

Task 3: Schematic Design

- A. Following Council direction from the Master Plan previously identified, the CONSULTANT will prepare a Schematic Design submittal in 24x36" black and white PDF format demonstrating the application of the master plan within the project area that works within the surveyed field conditions. The SD design submittal will include hardscape, softscape and irrigation tap locations for review and approval. An estimate of probable construction cost will be provided to back-check against the project budget.

#### Task 4: SD Page Turn

- A. CONSULTANT will attend one (1) CLIENT organized page-turn of the SD documents with applicable staff to review the plans and gather comments

#### Task 5: Design Development

- A. Following the SD Page Turn meeting, CONSULTANT will prepare a Design Development submittal further advancing the SD design, including specialty consultants. The following plan sheets are anticipated:
  - 1. Cover Sheet/Index of Drawings
  - 2. General Notes, Schedule of Materials
  - 3. Traffic Control
  - 4. Demolition/Selective Removal
  - 5. Erosion Control Plans and SWPPP Requirements
  - 6. Horizontal Control/Project Layout
  - 7. Hardscape and Furniture Plan & Details
  - 8. Planting Plan & Details
  - 9. Irrigation Plan & Details
  - 10. Intersection Enlargements (3)
  - 11. Bus Shelter Enlargement & Details
  - 12. Monument Enlargement & Details
  - 13. Structural Plans & Details
  - 14. Electrical Plans & Details
- B. The CONSULTANT will prepare an estimate of probable construction cost to back-check against the project budget.
- C. The CONSULTANT will prepare outline specifications for the items designed in the Design Development plan set.

#### Task 6: DD Page Turn

- A. CONSULTANT will attend one (1) CLIENT organized page-turn of the DD documents with applicable staff to review the plans and gather comments.

#### Task 7: Construction Documents

- A. Following the DD Page Turn meeting, CONSULTANT will prepare a 95% Construction Document set for a town, final review and comment. All plans previously described in Task 4 with specifications shall be

advanced to a point that they can be publicly bid.

- B. The CONSULTANT will prepare a final estimate of probable construction cost to back-check against the project budget and gain approval, through alternates if necessary, to proceed to bid.
- C. The CONSULTANT will finalize technical specifications for the items designed.
- D. The CONSULTANT will prepare front end specifications based on a sample provided by the CLIENT.

#### Task 8: Final Page Turn

- A. CONSULTANT will attend one (1) CLIENT organized page-turn of the 95% Construction Documents with applicable staff to review the plans and gather any final comments.
- B. CONSULTANT will incorporate final comments and produce a final plan and specification set for bidding purposes.
- C. CONSULTANT will turn in a TAS submittal per state law.

### **SPECIAL SERVICES:**

Each of the proposed scope of service items are outlined in– **EXHIBIT B FEE BREAKDOWN**

#### Task SS1: Partial Topographic Survey Verification

- A. Although a base digital file is available, there are questions about its accuracy following construction. The CONSULTANT will have a two-man field survey crew accompany a landscape architect to the site to identify readily apparent discrepancies and incorporate the field conditions into the base file. In addition, the field survey field crew will spend up to two full days with the landscape architect to verify benchmark elevations in critical areas of improvement.

#### Task SS5: Public Meeting

- A. Following the Design Development page turn, the CONSULTANT will prepare and present a “Project Update” to a steering committee and/or Council to show the progress, associated costs and any other findings to that date.

#### Task SS7: Public Meeting

- A. Following the Construction Document page turn, the CONSULTANT will prepare and present a “Project Update” to a steering committee and/or Town Council to show the final product with an accompanying bid and construction schedule.



#### Task SS8: Bid Phase Services

- A. The CONSULTANT will attend a pre-bid conference to answer questions of potential bidders.
- B. The CONSULTANT will answer pre-bid RFI's, issue addenda if necessary, and otherwise assist the Town in preparing the project to publicly bid.
- C. The CONSULTANT will attend the Bid Opening and assist the Town in qualifying the apparent low bidder.

#### Task SS9: Construction Phase Services

- A. The CONSULTANT will attend a pre-construction conference organized by the awarded contractor.
- B. The CONSULTANT will respond to RFI's, issue PCO's (Potential Change Orders) and CO's (Change Orders) as appropriate, review shop drawings, review Contractor pay applications, process submittals and issue ASI's (architects supplemental instructions) as necessary.
- C. The CONSULTANT will attend Owner/Architect/Contractor (OAC) meetings twice a month during the construction phase of the work. Associated with each of these meetings, the CONSULTANT will prepare a written field report of the progress of the work if appropriate.
- D. The CONSULTANT will visit the site upon notification of the Contractor that the project is substantially complete to prepare a punch list of any outstanding items required to complete the work for acceptance.
- E. The CONSULTANT will visit the site upon notification of the Contractor that the project is complete to verify punch list completion.

#### Task SS10: Geo-Technical Report

- A. The CONSULTANT will hire a geo-technical engineer to provide up to four (4) bores at selected locations to provide recommendations for foundation and paving designs.

#### Task SS11: Subsurface Utility Exploration

- A. The CONSULTANT will hire a SUE engineer if required to uncover utilities and verify depths and locations in up to three (3) locations to assist the structural engineer to design and locate footings for monuments.

#### **EXCLUSIONS:**

The following services ARE NOT anticipated or included in the scope of services:

- Environmental clearances or explorations.

- Traffic signal modifications.
- Boundary Surveys
- Utility relocation
- Storm drainage design or relocation
- Electrical design beyond providing lighting to the monuments and bus shelters as required.

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

Agreement by and between the Town of Addison (Town)  
and PACHECO KOCH (Consultant)  
to perform Professional Engineering Services for  
**Belt Line 1.5 Enhancements**

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**I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.**

<b>TASK TO BE COMPLETED</b>	<b>DOLLAR AMOUNT</b>
Construction Documents	<b>\$ 218,505.00</b>
Reimbursable Expenses	<b>\$ 3,499.60</b>
<hr/>	
<b><i>TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)</i></b>	<b><i>223,000.00</i></b>

## **EXHIBIT 'B' – SCHEDULE**

Basic Service Task 1:	Data Acquisition:	1 weeks
Special Service Task SS1: (Concurrent BS1)	Partial Topo Survey	3 weeks
Basic Service Task 2:	District Monument Concept:	1 weeks
Basic Service Task 3:	Schematic Design:	3 weeks
Basic Service Task 4:	SD Page Turn:	1 weeks
Basic Service Task 5:	Design Development:	5 weeks
Basic Service Task 6:	DD Page Turn:	1 weeks
Special Service Task SS5: (Concurrent BS6)	Public Meeting	1 weeks
Basic Service Task 7:	Construction Documents	4 weeks
Basic Service Task 8:	Final Page Turn	1 weeks
Special Service Task SS7: (Concurrent BS8)	Public Meeting	1 weeks
Special Service Task SS8:	Bid Phase Services	4 weeks
Special Service Task SS9:	Construction Phase Services	20 weeks

Total Duration from Notice to Proceed-Construction: 43 weeks  
(Subject to adaptation of CLIENT as directed through the project)

The CONSULTANT is not responsible for delays beyond its control.

## EXHIBIT 'B' – FEE BREAKDOWN

HOURLY RATES	
Principal	\$ 245.00
Sr. Landscape Arch.	\$ 160.00
LA Design Lead	\$ 120.00
Landscape Designer	\$ 80.00
Structural Engineer	\$ 190.00
Electrical Engineer	\$ 180.00
Two Man Survey Crew	\$ 150.00

BASIC SERVICES		PRINCIPAL	SR. LA	LA Design Lead	L Designer	Structural Eng	Electrical Eng	2-Man Survey Crew	TOTAL
<b>BS 1.0</b>	<b>Project Kick-Off and Data Acquisition</b>								
A.	Meeting and Notes	3		5					8
B.	CADD File Preparation for Base Mapping		2	8	27				37
<b>BS 2.0</b>	<b>District Monument Conceptual Design</b>								
A.	(2) Two Rendered Concepts		1	3	9				13
B.	Meeting and Notes for Final Direction		1	2	4				7
C.	(1) One Revision to Develop Final Concept		1	2	6				9
<b>BS 3.0</b>	<b>Schematic Design</b>								
A1	Hardscape		2	9	27	8	8		54
A2	Softscape		2	9	27				38
A3	Irrigation POC/Mainline route		2	5	12				19
A4	Estimate of Probable Construction	1		9		4	4		18
<b>BS 4.0</b>	<b>SD Page Turn</b>								
A.	Meeting and Notes	4		5					9
<b>BS 5.0</b>	<b>Design Development</b>								
A.1	Cover Sheet/Index				4				4
A.2	General Notes/Schedule of Materials				4				4
A.3	Traffic Control Plans		1	18	18				37
A.4	Demolition/Selective Removal		1	18	27				46
A.5	Erosion Control & SWPPP		1	9	18				28
A.6	Horizontal Control/Layout		1	18	27				46
A.7	Hardscape & Furniture		1	18	36				55
A.8	Planting Plan & Details		1	18	27				46
A.9	Irrigation Plan & Details		1	9	18				28
A.10	Intersection Enlargements (3)		1	18	27				46
A.11	Bus Shelter Enlargements & Details		1	18	27				46
A.12	Monument Enlargements & Details		1	25	32				58
A.13	Structural Plans & Details			4		32			36
A.14	Electrical Plans & Details			4			32		36
B.	Estimate of Probable Construction	3	3	9		4	4		23
C.	Outline Specifications	1	1	18					20
D.	Quality Control Review and Modifications	8		4	4				16
<b>BS 6.0</b>	<b>DD Page Turn</b>								
A.	Meeting and Notes			3	5				8
<b>BS 7.0</b>	<b>Construction Documents (95%)</b>								
A.1	Cover Sheet/Index				2				2
A.2	General Notes/Schedule of Materials				2				2
A.3	Traffic Control Plans		1	9	18				28
A.4	Demolition/Selective Removal		1	9	18				28
A.5	Erosion Control & SWPPP		1	9	9				19
A.6	Horizontal Control/Layout		1	9	18				28
A.7	Hardscape & Furniture		1	9	18				28
A.8	Planting Plan & Details		1	9	18				28
A.9	Irrigation Plan & Details		1	9	27				37
A.10	Intersection Enlargements		1	4	18				23
A.11	Bus Shelter Enlargements & Details		1	4	18				23
A.12	Monument Enlargements & Details		1	9	15				25
A.13	Structural Plans & Details			4		55			59
A.14	Electrical Plans & Details			4			55		59
B.	Estimate of Probable Construction			4	9	2	2		17
C.	Technical Specifications		2	4	9				15
D.	Quality Control Review and Modifications	8		4	4				16
E.	Edit Front End Specifications From City	1	1	9					11
<b>BS 8.0</b>	<b>Construction Documents (95%) Page Turn</b>								
A.	Meeting and Notes			3	5				8
B.	Incorporate final comments		9	27	45	18	18		117
C.	TAS submittal and coordination		1	4	4				9
	<b>BASIC SERVICES SUBTOTAL HOURS</b>	29	48	411	643	123	123	0	1377
		\$ 7,105.00	\$ 7,680.00	\$ 49,320.00	\$ 51,440.00	\$ 23,370.00	\$ 22,140.00	\$ -	\$ 161,055.00

TASK	TASK DESCRIPTION (Special Services)	PRINCIPAL	SR. LA	LA Design Lead	L Designer	Structural Eng	Electrical Eng	2-Man Survey Crew	TOTAL
<b>SS 1.0</b>	<b>Data Acquisition</b>								
A.	Partial Topographic Survey			30				60	90
<b>SS 5.0</b>	<b>Public Meeting Prep and Attendance</b>								
A.	Meeting and Notes	4		8	16				28
<b>SS 7.0</b>	<b>Public Meeting Prep and Attendance</b>								
A.	Meeting and Notes	4		8	16				28
<b>SS 8.0</b>	<b>Bid Phase Services</b>								
A.	Attend Pre-Bid Conference	3		3					6
B.	Answer RFIs, Addenda			16	8				24
C.	Bid Opening, Qualifying Low Bidder	3		6					9
<b>SS 9.0</b>	<b>Construction Phase Services</b>								
A.	Attend Pre-Construction Conference	4		4					8
B.	Answer RFIs, PCO's, CO's, Shop Drawings, Pay Apps, Submittals		9	40					49
C.	OAC Meetings (10) and Field Reports		20	40					60
D.	Punch List and Report			18					18
E.	Punch List Verification			9					9
<b>SS 10.0</b>	<b>Geo-Technical Report</b>								
A.	Bores with Field Crews					24			24
B.	Report					20			20
<b>SS 11.0</b>	<b>Sub-Surface Utility Exploration</b>								
A.	Excavations with Field Crews							32	32
B.	Cadd Mapping Locations							8	8
	<b>SPECIAL SERVICES SUBTOTAL HOURS</b>	18	29	182	40	44	0	100	413
		\$ 4,410.00	\$ 4,640.00	\$ 21,840.00	\$ 3,200.00	\$ 8,360.00	\$ -	\$ 15,000.00	\$ 57,450.00

13.0 EXPENSES ESTIMATE	Unit	Unit Cost	Qty	Subtotal
A. Color Reproduction	SF	\$ 6.00	168	\$ 1,008.00
B. B&W Draft Reproduction	ALLOW	\$ 1,000.00	1	\$ 1,000.00
C. Courier/Overnight	EA	\$ 20.00	10	\$ 200.00
D. Mileage	EA	\$ 0.54	540	\$ 291.60
E. TAS Submittal and Fees	LS	\$ 1,000.00	1	\$ 1,000.00
<b>SUBTOTAL EXPENSES</b>				<b>\$ 3,499.60</b>

**Total (Reference)** \$ 218,505.00

**EXHIBIT “C”**  
**TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT’S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant’s subsequent payment(s) for services; however, this shall not be the Town’s sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town’s Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town’s Project Manager in writing.
- C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town’s reproduction log is required as a prerequisite for payment, including the number or reproductions, the

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

### **III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply



General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

#### **IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-Town reimbursements.

## EXHIBIT "D"

### TOWN OF ADDISON CONTRACTOR INSURANCE REQUIREMENTS

#### **REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	<b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII rated or above.</b>
2.	<b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII rated or above.</b>
3.	<b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by **email to: Wnewcomer@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#** Beltline 1.5 Enhancements

**Company:** Pacheco Koch Consulting Engineers, Inc.

**Printed Name:** Mark A. Pacheco, P.E., R.P.L.S.

**Signature:**  **Date:** 03/29/2019

**EXHIBIT "E"**  
**AFFIDAVIT**

THE STATE OF TEXAS

§

§

THE COUNTY OF DALLAS

§

I, Mark A. Pacheco, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

\_\_\_\_\_ Ownership of 10% or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

\_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_.

X \_\_\_\_\_ None of the Above.

Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 29 day of March, 2019.



\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Mark A. Pacheco and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 29 day of March, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: October 19, 2019

**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

**FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE** 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, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

Pacheco Koch Consulting Engineers, Inc.

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

(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.**

Not Applicable

Name of Local Government 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 ☐ Not Applicable ☐
- 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 ☐ Not Applicable ☐
- 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 ☐ Not Applicable ☐
- D. Describe each employment or business relationship with the local government officer named in this section.

Not Applicable

4. Signature of person doing business with the governmental entity Date:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
03/29/2019  
Date

### Local Government Officers Town of Addison, Texas

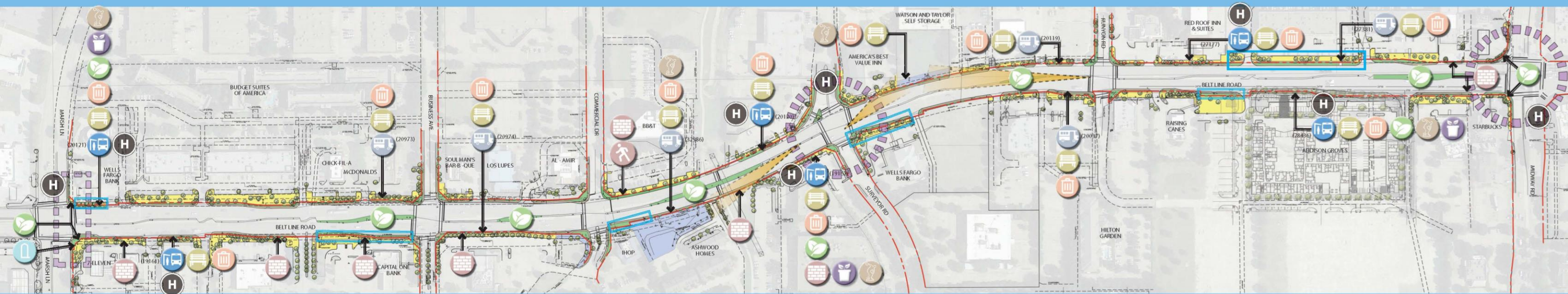
For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor:	Joe Chow
Council Members:	Tom Braun, Councilman
	Ivan Hughes, Councilman
	Guillermo Quintanilla, Councilman
	Paul Walden, Councilman
	Lori Ward, Councilwoman
	Marlin Willesen, Councilman
City Manager:	Wesley S. Pierson

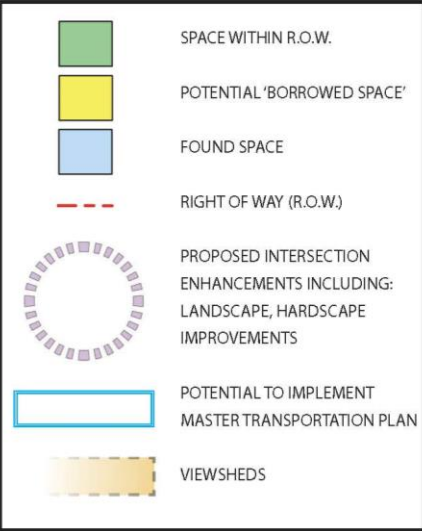


# OVERALL MASTER PLAN-VISION

## OVERALL MASTER PLAN: MEDIUM OPTION WITH HIGH FINISHES



### KEY LEGEND



### ELEMENTS LEGEND





## Work Session and Regular Meeting

14.

Meeting Date: 04/09/2019

Department: Infrastructure- Development Services

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### AGENDA CAPTION:

Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception for Cinco Mexican Kitchen and Cafe 67, Located at 5000 Belt Line Road, Suite 850, from the Code of Ordinances, Chapter 62 Section 62-162. - Premises Signs, in Order to Permit a Second Sign for One Tenant on the North Facade.

### BACKGROUND:

Cinco Mexican Kitchen is located at 5000 Belt Line Road, Suite 850. The business recently amended their Special Use Permit to add an additional restaurant concept, Café 67, within their existing space. The two concepts utilize one kitchen and operate under one certificate of occupancy and one food service license.

In an effort to distinguish the two concepts, the restaurant owner added signage for the second concept to the exterior of the building. However, because the Town's Sign Code limits each business to one sign per façade, the new sign had to be located close enough to the existing sign to be considered as one sign while remaining under the maximum square footage requirements of the Code.

The Sign Code, Chapter 62 of the Code of Ordinances, regulates attached signage as follows:

Section 62-162. – Premises signs.

(c) There shall be only one sign for each facade for each tenant.

Since opening the second concept, business has been slow and, based on patron feedback, the applicant believes that moving the two names further apart would help to better distinguish that they are two separate restaurant concepts. This results in two signs for one tenant on the same façade.

The applicant is requesting a meritorious exception to allow two signs on the North façade.

### RECOMMENDATION:

Administration recommends denial.

---

## **Attachments**

Ordinance - Meritorious Exception Cinco Mexican Kitchen and Cafe 67  
Cinco Mexican Kitchen & Cafe 67 Meritorious Exception Application

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. 019-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING A MERITORIOUS EXCEPTION TO SECTION 62-162 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW TWO SIGNS FOR ONE TENANT ON THE NORTH FACADE, ON THE PROPERTY LOCATED AT 5000 BELT LINE ROAD, SUITE 850, PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

**WHEREAS**, Section 62-33 permits the City Council to approve exceptions to the provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

**WHEREAS**, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**Section 2.** That a meritorious exception to Section 62-162 of Chapter 62 of the Code of Ordinances is hereby granted to allow two signs for one tenant on the north facade, as detailed in **Exhibit A**, for Cinco Mexican Kitchen and Café 67, located at 5000 Belt Line Road, Suite 850. No other additional signage is permitted unless it complies with Chapter 62 of the Code of Ordinances.

**Section 3.** Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance (Violations), be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**Section 4.** That this Ordinance shall take effect from and after its date of adoption and publication as required by law.

**PASSED AND APPROVED** BY THE CITY COUNCIL OF THE TOWN  
OF ADDISON, TEXAS, on this the 9th day of April, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

\_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

Ordinance No. \_\_\_\_\_

Exhibit A

SIGN-1

PROPOSED SIGNAGE

EXISTING SIGNS



MOVE SIGNS TO THIS CONFIGURATION



SCOPE OF WORK: MOVE EXISTING SIGNS

SIGN AREA: 75.74 SF  
SCALE: 1/8" = 1'

SPECIFICATIONS:

1. .063 ALUMINUM LETTER/LOGO BACKS (WHITE INTERIORS)

2. .040 ALUMINUM RETURNS (BLACK)

3. 3/16" ACRYLIC FACES (WHITE)

4. 1" TRIMCAP (BLACK)

5. PREMIUM VINYL GRAPHICS (PRINTED & BLACK COPY)

6. LED INTERNAL ILLUMINATION

cinco

MEXICAN KITCHEN

10'-0.00"

0'-9.35"

2'-1.89"

2'-9.00"

SIGN AREA: 51.75 SF

SCALE: 5/16" = 1'

67

CAFE

4'-11.55"

0'-8.19"

4'-10.00"

2'-3.64"

SIGN AREA: 23.99 SF

SCALE: 1/8" = 1'

cinco

COCCINA MEXICANA

5000 BELTLINE RD., #850  
ADDISON, TX

DRAWING NUMBER	TT2016
INITIAL DATE	3-29-18
REV 1	REV 2
REV 3	REV 4
REV 5	REV 6
REV 7	REV 8

Sales: RAY DAKE

Design: LMI

CUSTOMER APPROVAL

Print Name

Signature

Date

TURNER

SIGN SYSTEMS

7110 Burns Street  
Richard Hills, Texas 76118  
P: 817.222.0033 / F: 817.222.1329  
TurnerSignSystems.com

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Ordinance No. \_\_\_\_\_



## MERITORIOUS EXCEPTION APPLICATION

To be completed by Town staff:

Application date: **March 29, 2019** Application/Fee Received: **March 29, 2019** Fee paid: **\$300.00**

### APPLICANT CONTACT

I hereby certify that the information in this application is true and correct to the best of my knowledge.

Name: (printed) Luis Mario Letayf

Company name: Zarandaz Beltline LLC

Address: 5000 Belt Line Rd Ste 850, Dallas, Tx 75254

Phone: 817 908 4762 Email: mario@livefoodgroup.com

Status of Applicant: ☒ Owner ☒ Tenant ☐ Contractor ☐ Other: \_\_\_\_\_

Applicant's Signature: 

### INFORMATION ABOUT THE REQUEST

Address or location: 5000 Belt Line Rd Ste 850, Dallas, Tx 75254

Reasons for Meritorious Exception: We've been open for 7 weeks, and after a very slow start of our sales, we've

come to understand through communication to our customers, that it's hard to find Cafe 67, and even hard to understand what's happening

with our Cinco Mexican Kitchen (previously Cinco Tacos Cocina & Tequila). they don't understand there is a new place beside Cinco

called Cafe 67. Although the feedback from our food and the place has been great, it has been challenging to start

getting people in the door. That's why we are asking just to space our actual sign better, not making them any bigger, so guests

can understand Cafe 67 is a new place.

### SUBMITTAL REQUIREMENTS

You must submit 3 paper copies (11x17) and a PDF of plans showing:

- Lot Lines
- Names of Adjacent Streets
- Location of Existing Buildings and Signs
- Proposed Signs
- Sketch of the Sign with Scale, Dimensions, and Setbacks Indicated



EXISTING SIGNAGE

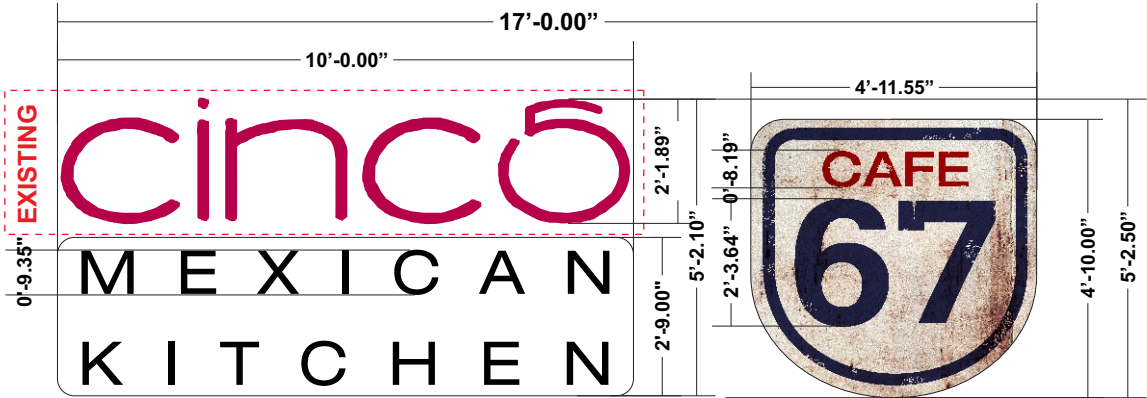


SCOPE OF WORK: FABRICATE & INSTALL (2) ILLUMINATED CAPSULE SIGNS

SIGN AREA: 87.98 SF

SCALE: 1/8" = 1'

- SPECIFICATIONS:**
- 1. .063 ALUMINUM LETTER/LOGO BACKS (WHITE INTERIORS)
  - 2. .040 ALUMINUM RETURNS (BLACK)
  - 3. 3/16" ACRYLIC FACES (WHITE)
  - 4. 1" TRIMCAP (BLACK)
  - 5. PREMIUM VINYL GRAPHICS (PRINTED & BLACK COPY)
  - 6. LED INTERNAL ILLUMINATION



SCALE: 5/16" = 1'

cincō  
C O C I N A  
M E X I C A N A

5000 BELTLINE RD., #850  
ADDISON, TX

DRAWING NUMBER		T12016	
INITIAL DATE		10-15-18	
REV 1	11-1-18	REV 2	12-12-18
REV 3	12-19-18	REV 4	
REV 5		REV 6	
REV 7		REV 8	

Sales: RAY DAKE  
Design: LM

CUSTOMER APPROVAL

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



7110 Burns Street  
Richland Hills, Texas 76118  
P: 817.222.0033 / F: 817.222.1329  
TurnerSignSystems.com

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PROPOSED SIGNAGE



EXISTING SIGNS



MOVE SIGNS TO THIS CONFIGURATION

SCOPE OF WORK: MOVE EXISTING SIGNS

SIGN AREA: 75.74 SF

SCALE: 1/8" = 1'

SPECIFICATIONS:

- 1. .063 ALUMINUM LETTER/LOGO BACKS (WHITE INTERIORS)
- 2. .040 ALUMINUM RETURNS (BLACK)
- 3. 3/16" ACRYLIC FACES (WHITE)
- 4. 1" TRIMCAP (BLACK)
- 5. PREMIUM VINYL GRAPHICS (PRINTED & BLACK COPY)
- 6. LED INTERNAL ILLUMINATION



SIGN AREA: 51.75 SF



SIGN AREA: 23.99 SF

SCALE: 5/16" = 1'

cinco  
C O C I N A  
M E X I C A N A

5000 BELTLINE RD., #850  
ADDISON, TX

DRAWING NUMBER	T12016
INITIAL DATE	3-29-19
REV 1	REV 2
REV 3	REV 4
REV 5	REV 6
REV 7	REV 8

Sales: RAY DAKE  
Design: LM

CUSTOMER APPROVAL

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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Richland Hills, Texas 76118  
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